

EXHIBIT 3

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

IN RE: APPLE iPHONE 3G AND 3GS
“MMS” MARKETING AND SALES
PRACTICES LITIGATION

THIS DOCUMENT RELATES TO ALL
CASES

CIVIL ACTION

MDL No: 2116

SECTION “J”
JUDGE BARBIER

MAGISTRATE JUDGE WILKINSON

To: AT&T Mobility.
Through Counsel of record
Gary J. Russo, Esq.
Carmen M. Rodriguez, Esq.
Jones, Walker
P. O. Drawer 3408
Lafayette, LA 70502-3408

Kathleen Taylor Sooy
Crowell & Moring LLP
1001 Pennsylvania Avenue N.W.
Washington, DC 20004

COMES NOW, Plaintiffs, and pursuant to the Federal Rules of Civil Procedure, hereby serves Plaintiffs’ First Request for Admissions propounded to AT&T Mobility. Plaintiffs would request that Defendant provide the following information within thirty (30) days after service of this request.

REQUESTS FOR ADMISSION

Request for Admission No. 1

Please admit that a consumer cannot receive wireless service through AT&T Mobility without assenting to the Service Agreement.

Request for Admission No. 2

Please admit that AT&T Mobility has never modified, or accepted modification or alteration of, a Service Agreement arbitration clause at the request of a consumer.

Request for Admission No. 3

Please admit that AT&T Mobility had no agreement with Apple, Inc., pursuant to which Apple or its agents were obligated to show iPhone purchasers a copy of AT&T Mobility's Service Agreement, including its arbitration clause, prior to consumers purchasing an iPhone at an Apple store.

Request for Admission No. 4

Please admit that AT&T Mobility or its agents did not show iPhone purchasers a copy of AT&T Mobility's Service Agreement, including its arbitration clause, prior to consumers purchasing an iPhone at an AT&T store.

Request for Admission No. 5

Please admit that, iPhone purchasers in the United States who do not agree to AT&T's Service Agreement, including its arbitration clause, cannot use their iPhone for making phone calls, text messages, or data transmission over a wireless network.

Request for Admission No. 6

Please admit that the only hyperlink to AT&T Mobility's Service Agreement on AT&T's wireless cell phone service website homepage during the class period appeared in grey, not black, typeface, and that the word "arbitration" appeared nowhere on that homepage.

Request for Admission No. 7

Please admit that, if consumers were able to find and click on the service agreement hyperlink as described in Request # 6, they were brought to another page providing an outline of the service agreement, including a hyperlink to the terms of service.

Request for Admission No. 8

Please admit that the page providing an outline of the service agreement did not contain the the word “arbitration.”

Request for Admission No. 9

Please admit that, if consumers were able to find and click on the terms of service hyperlink as described in Request # 7, AT&T Mobility’s Service Agreement, as it appeared on its website during the class period, appeared in a “pop-up” window, which did not provide users with normal menu functions, such as the ability to “save file” or directly send the content by email using a “send link” function.

Request for Admission No. 10

Please admit that AT&T Mobility’s Service Agreement, as it appeared on its website during the class period, was presented in grey, not black typeface.

Request for Admission No. 11

Please admit that the arbitration clause of AT&T Mobility’s Service Agreement, as it appeared on its website during the class period, could be viewed on a computer screen only after scrolling down within the pop-up window through the agreement.

Request for Admission No. 12

Please admit that, if consumers had access to a printer through the terminals upon which they were viewing the Service Agreement, the text of the Service Agreement, exclusive of headings, when printed out from the pop-up window, appeared in no greater than 8 point font on the printed paper.

Request for Admission No. 13

Please admit that the initial drafts of AT&T Mobility's arbitration provision, including the ban on class actions, were drafted in Washington State, when the company was called AT&T Wireless.

Request for Admission No. 14

Please admit that the decision to draft and include a ban on class actions within the arbitration clause was made in Washington State, where AT&T Wireless's legal department was located.

Request for Admission No. 15

Please admit that no consumer has ever initiated an arbitration proceeding against AT&T Mobility pursuant to AT&T Mobility's Service Agreement.

Request for Admission No. 16

Please admit that AT&T Mobility has never initiated an arbitration proceeding against any customer owning an iPhone and utilizing AT&T Mobility's services pursuant to AT&T Mobility's Service Agreement.

Request for Admission No. 17

Please admit that no arbitration proceedings have been held between AT&T Mobility and any customer during the class period.

Request for Admission No. 18

Please admit that AT&T Mobility has never had to pay any customer the \$10,000.00 minimum award provided for in the arbitration provisions of AT&T Mobility's Service Agreement.

Request for Admission No. 19

Please admit that no AT&T Mobility has never had to pay any customer "twice the amount of attorneys' fees" incurred by the customer in an arbitration proceeding brought pursuant to AT&T Mobility's Service Agreement.

Request for Admission No. 20

Please admit that no arbitrator has ever awarded injunctive relief in favor of a consumer at any arbitration proceeding conducted pursuant to AT&T Mobility's Service Agreement.

Respectfully submitted:

/s/ SCOTT R. BICKFORD
SCOTT R. BICKFORD (1165)
Martzell & Bickford
338 Lafayette St.
New Orleans, LA 70130
Telephone: 504/581-9065
Facsimile: 504/581-7636
usdceda@mbfirm.com