

**INTERROGATORIES**

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2           **1. For each year from 2013 to the present, state the number of unauthorized**  
3           **SIM swaps reported to AT&T by its customers.**

4           **RESPONSE:** AT&T objects to this Interrogatory as overly broad as to time period. AT&T's  
5 response will be limited to information from the time period of January 1, 2018, to the present.  
6 AT&T further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous as to  
7 whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase to  
8 mean SIM swaps that were performed in connection with the telephone numbers of AT&T  
9 customers without being authorized by those customers. AT&T objects to this Interrogatory  
10 to the extent it seeks information not within AT&T's possession, custody, or control or not  
11 ascertainable by any reasonable method, including which SIM swaps were authorized by an AT&T  
12 customer. AT&T objects to this Interrogatory to the extent it seeks information regarding the  
13 claims and activities of other AT&T customers, containing the protected CPNI of other AT&T  
14 customers, and/or concerning incidents or occurrences that have no relevance to or bearing upon the  
15 claims or defenses in this case. Because Ross has alleged that AT&T violated its duties to him and  
16 his claims will rise or fall based on the evidence concerning his own interactions with AT&T,  
17 information regarding SIM swaps experienced by other customers is not relevant to any issue in  
18 this case, is not proportional to the needs of the case, and the burden of identifying, collecting, and  
19 producing such information would far outweigh any likely benefit of the disclosure of such  
20 information in this matter. AT&T further objects to the extent that the requested information is  
21 protected against disclosure by applicable federal and state law and authorities, including by not  
22 limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act,  
23 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et*  
24 *seq.* AT&T further objects that the Interrogatory seeks materials protected by the privacy right of  
25 third party customers. AT&T further objects that the Interrogatory seeks materials protected by  
26 attorney-client and/or attorney work product privileges. AT&T's investigation into the matters at  
27 issue in this case and this Interrogatory is continuing. AT&T reserves the right to supplement, correct,  
28 or update this or any response at a later date. Based on the foregoing General and Specific

1 Objections, AT&T will meet and confer over whether there is an acceptable scope to this  
2 Interrogatory.

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4 **6. State the total dollar amount paid by AT&T to resolve claims arising out of  
unauthorized SIM swaps**

5 **RESPONSE:** AT&T objects to this Interrogatory as overly broad, unduly burdensome, and  
6 not proportional to the needs of this case because it is unlimited as to time. AT&T's response will  
7 therefore be limited to information from the time period of January 1, 2018 to the present. AT&T  
8 also objects that the Interrogatory is overly broad, unduly burdensome, and not proportional to the  
9 needs of this case to the extent it seeks information not relevant to the incidents at issue. For  
10 example, this Interrogatory calls for information regarding any payments made by AT&T to other  
11 AT&T subscribers based on incidents or occurrences that involve entirely different facts and  
12 circumstances than any SIM swap at issue in this case. Such information has no relevance to or  
13 bearing upon the claims or defenses in this case. Because Ross has alleged that AT&T violated its  
14 duties to him and his claims will rise or fall based on the evidence concerning his own interactions  
15 with AT&T, information regarding SIM swaps experienced by other customers is not relevant to  
16 any issue in this case, is not proportional to the needs of the case, and the burden of identifying,  
17 collecting, and producing such information would far outweigh any likely benefit of the disclosure  
18 of such information in this matter. Moreover, information pertaining to other subscribers may  
19 contain information that is protected against disclosure by applicable federal and state law and  
20 authorities, including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored  
21 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986,  
22 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that any settlements entered by AT&T, to the extent  
23 they exist, may include confidentiality provisions that preclude disclosure of any information  
24 regarding the settlement, including its amount. AT&T further objects that the Interrogatory seeks  
25 materials protected by the privacy rights of third party subscribers. AT&T further objects that the  
26 phrase "unauthorized SIM swaps" is vague and ambiguous as to whose authorization is at issue or  
27 what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were  
28 performed in connection with the telephone numbers of AT&T customers without being authorized

1 by those customers. AT&T's investigation into the matters at issue in this case and this Interrogatory  
2 is continuing. AT&T reserves the right to supplement, correct, or update this or any response at a  
3 later date.

4 For the reasons set forth in the foregoing General and Specific Objections, AT&T will not  
5 provide a further response to this Interrogatory.

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7 **9. For each year from 2013 to the present, describe in detail each measure AT&T  
8 implemented to combat unauthorized SIM swaps**

9 **RESPONSE:** AT&T objects to this Interrogatory as lacking a reasonable temporal limitation.  
10 AT&T's response will therefore be limited to information from the time period of January 1, 2018 to  
11 the present. AT&T further objects that the interrogatory is overly broad, vague, and ambiguous with  
12 respect to the term "each measure AT&T implemented to combat unauthorized SIM swaps." AT&T  
13 further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous as to whose  
14 authorization is at issue or what constitutes authorization. AT&T will construe this phrase to mean SIM  
15 swaps that were performed in connection with the telephone numbers of AT&T customers without  
16 being authorized by those customers. AT&T further objects to this Interrogatory on the basis that it  
17 seeks information protected by the attorney client and/or attorney work product privileges. AT&T  
18 further objects to this Interrogatory on the basis that it seeks proprietary, confidential and/or trade secret  
19 information. AT&T objects to the term "measure" as vague and ambiguous. AT&T objects to this  
20 Interrogatory to the extent it seeks information regarding policies that were not in place when Ross  
21 alleges he experienced a SIM swap because such policies are not relevant to this litigation and are not  
22 admissible under the Federal Rules of Evidence. AT&T further objects to this Interrogatory to the  
23 extent it asks for measures to be identified or segregated by year. AT&T further objects to this  
24 Interrogatory to the extent it suggests that AT&T has final authority to implement any measure or  
policy at vendor call centers.

25 Subject to and without waiving its General and Specific Objections, AT&T responds as follows:  
26 AT&T's investigation into the matters at issue in this case and this Interrogatory is continuing. AT&T  
27 reserves the right to supplement, correct, or update this or any response at a later date.

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[REDACTED]





[REDACTED]

AT&T further states that AT&T states that information regarding AT&T's policies concerning SIM changes, customer verification and account change procedures is located in AT&T's policy documents on these topics, which AT&T will be producing in response to Mr. Ross's First Requests for Production, and that the burden of identifying the responsive information in those materials will be substantially the same for Mr. Ross as for AT&T. In addition, AT&T will produce a copy of its privacy policy(ies) and policies designed to protect subscriber confidential information and CPNI in effect during the period of unauthorized SIM changes Mr. Ross alleges in the complaint.

**21. State each date that the phone(s) bearing IMEI numbers 359239069326461, 354851092905311 and 359407081422499 (which are referenced in the REACT Investigation Report involving the SIM SWAP) were involved in an unauthorized SIM swap.**

**RESPONSE:** AT&T objects to this Interrogatory as lacking a reasonable temporal limitation. AT&T's response will therefore be limited to information from the time period of

1 January 1, 2018 to the present. AT&T objects to this Interrogatory to the extent it relies on  
2 assumptions unsupported by any evidence. AT&T further objects to this Interrogatory as overly  
3 broad, unduly burdensome, and not proportional to the needs of this case to the extent it seeks  
4 information not relevant to the incidents at issue, including unrelated data about a phone that does  
5 not belong to Ross. This Interrogatory would require AT&T to provide information on SIM swaps  
6 of other customers, which concern incidents or occurrences that involve entirely different facts and  
7 circumstances than any SIM swap at issue in this case. Such information about different customers,  
8 incidents, and facts and circumstances has no relevance to or bearing upon the claims or defenses  
9 in this case. Because Ross has alleged that AT&T violated its duties to him and his claims will rise  
10 or fall based on the evidence concerning his own interactions with AT&T, the burden of identifying,  
11 collecting, and reproducing information about IMEIs, if any, that were connected only to other  
12 customers' experiences is not proportional to the needs of the case and would far outweigh any likely  
13 benefit of the disclosure of such information in this matter. Moreover, information pertaining to  
14 other subscribers may contain information that is protected against disclosure by applicable federal  
15 and state law and authorities, including by not limited to the Federal Communications Act, 47  
16 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic  
17 Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* Accordingly, AT&T will limit its  
18 response to SIM swaps involving Ross. AT&T objects to this Interrogatory to the extent it seeks  
19 information provided by AT&T to any government or law enforcement entity to the extent such  
20 Interrogatory is contrary to, or not allowed by, any law or policy. AT&T further objects that the  
21 phrase "unauthorized SIM swap" is vague and ambiguous as to whose authorization is at issue or  
22 what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were  
23 performed in connection with the telephone numbers of AT&T customers without being authorized  
24 by those customers. AT&T's investigation into the matters at issue in this case and this Interrogatory  
25 is continuing. AT&T reserves the right to supplement, correct, or update this or any response at a  
26 later date.

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28 Subject to and without waiving its General and Specific Objections, AT&T states as follows:



Based on its investigation, the phone bearing IMEI number 359239069326461 was involved in an alleged SIM swap of Ross's phone on October 26, 2018.

**25. IDENTIFY each of AT&T's past and present officers, managers and directors who have held positions with ZENKEY**

**RESPONSE:** AT&T objects to this Interrogatory as overly broad as to time period. AT&T's response and production of documents will be limited to information from the time period of January 1, 2018 to the present. AT&T objects that information regarding ZenKey is not relevant to this litigation because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the Interrogatory is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects that this Interrogatory is not proportionate to the needs of this case because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public information easily accessible to Ross, including from AT&T's website. AT&T further objects that AT&T's intentions regarding the ZenKey App have no relevance to Ross's claim that his own SIM swap should have or could have been prevented. AT&T's investigation into the matters at issue in this case and this Interrogatory is continuing. AT&T reserves the right to supplement, correct, or update this or any response at a later date.

Based on its General and Specific Objections, AT&T will not further respond to this Interrogatory.

**REQUESTS FOR PRODUCTION**

**13. DOCUMENTS sufficient to show the measures AT&T implemented prior to October 26, 2018 to combat unauthorized SIM swaps.**

**RESPONSE:** AT&T objects to this Request as overly broad, unduly burdensome, and not proportional to the needs of this case because it is unlimited as to time. AT&T's response and

1 production of documents will therefore be limited to information from the time period of January 1,  
 2 2018 to October 26, 2018. AT&T objects that this Request is not proportionate to the needs of this  
 3 case because it seeks documents pertaining to AT&T's measures, even though the SIM swap that  
 4 Mr. Ross alleges involves activities by One Touch Direct employees or representatives, not AT&T  
 5 employees or representatives. AT&T further objects that the phrase "unauthorized SIM swaps" is  
 6 vague and ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T  
 7 will construe this phrase to mean SIM swaps that were performed in connection with the telephone  
 8 numbers of AT&T customers without being authorized by those customers.

9 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
 10 produce AT&T policies referencing SIM changes and the prevention of unauthorized access to  
 11 customer accounts from January 1, 2018 to October 26, 2018, to the extent such documents exist in  
 12 AT&T's possession and can be located pursuant to a reasonable search.

13 **22. DOCUMENTS sufficient to show the measures AT&T has implemented since**  
 14 **October 26, 2018 to combat unauthorized SIM swaps.**

15 **RESPONSE:** AT&T objects that this Request seeks information that is not relevant and not  
 16 proportionate to the needs of this case because changes to AT&T's policies after the alleged SIM  
 17 swap do not bear on any issue in this case and would be inadmissible under the Federal Rules of  
 18 Evidence. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and ambiguous  
 19 as to whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase  
 20 to mean SIM swaps that were performed in connection with the telephone numbers of AT&T  
 21 customers without being authorized by those customers.

22 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
 23 produce responsive, non-privileged documents, to the extent such documents exist in AT&T's  
 24 possession and can be located pursuant to a reasonable search.

25 **35. ALL DOCUMENTS RELATING TO features of the ZenKey App which are**  
 26 **intended to combat fraud or theft due to unauthorized SIM swaps.**

27 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
 28 response and production of documents will be limited to information from the time period of January

1, 2018 to the present. AT&T further objects that the phrase “unauthorized SIM swaps” is vague and ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will construe this phrase to mean SIM swaps that were performed in connection with the telephone numbers of AT&T customers without being authorized by those customers. AT&T objects to the phrase “which are intended to” as vague and ambiguous with respect to whose intentions are referenced. AT&T objects that documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public information easily accessible to Ross, including from AT&T’s website. AT&T further objects that AT&T’s intentions regarding the ZenKey App have no relevance to Ross’s claim that his own SIM swap should have or could have been prevented.

AT&T will not produce documents responsive to this Request.

**36. DOCUMENTS sufficient to show (i) the investment in ZENKEY by AT&T (or any parent, subsidiary or affiliate), (ii) the IDENTITY of officers, managers, directors or employees of AT&T (and its parent, subsidiary and sibling entities) who have any management role or board seat in ZENKEY, (iii) ZENKEY sales and marketing presentations to financial institutions, and (iv) the detailed financial projections (including pricing, revenue, and profit) for ZENKEY.**

**RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T’s response and production of documents will be limited to information from the time period of January 1, 2018 to the present. AT&T objects that documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the Request

1 is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive  
2 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing  
3 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case  
4 because any tangential relevance Ross could theorize for ZenKey is outweighed by the burden of  
5 navigating these complex confidentiality issues. AT&T further objects that Ross can obtain any  
6 relevant information regarding ZenKey via public information easily accessible to Ross, including  
7 from AT&T's website. AT&T further objects that the requested financial information regarding  
8 ZenKey has no relevance to Ross's claim that his own SIM swap should have or could have been  
9 prevented.

10 AT&T will not produce documents responsive to this Request.

11 **37. All organization charts detailing the executive management and board of**  
12 **managers (or directors) of ZENKEY.**

13 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
14 response and production of documents will be limited to information from the time period of January  
15 1, 2018 to the present. AT&T objects to this request for documents concerning the organization of  
16 an unaffiliated third party as overly broad because it seeks irrelevant materials having no bearing on  
17 the claims or defenses in this matter, and the burden of identifying such materials is not proportional  
18 to the needs of this case. AT&T further objects to this request as vague and ambiguous with regard  
19 to the term "executive management." AT&T objects that documents regarding ZenKey are not  
20 relevant to this litigation because ZenKey was not used by or available to Ross or any customer at  
21 the time of the alleged SIM swap. AT&T further objects that ZenKey is addressed only in the  
22 proposed amended complaint, which the Court has not granted Ross leave to file. AT&T further  
23 objects that the Request is unduly burdensome and invasive of confidential, proprietary, trade secret,  
24 and/or sensitive financial information of third parties that AT&T is prohibited from disclosing and  
25 that has no bearing on this litigation. AT&T further objects that this Request is not proportionate to  
26 the needs of this case because any tangential relevance Ross could theorize for ZenKey is outweighed  
27 by the burden of navigating these complex confidentiality issues. AT&T further objects that Ross  
28 can obtain any relevant information regarding ZenKey via public information easily accessible to

1 Ross, including from AT&T's website. AT&T further objects that the requested information  
2 regarding ZenKey has no relevance to Ross's claim that his own SIM swap should have or could  
3 have been prevented.

4 AT&T will not produce documents responsive to this Request.

5 **39. DOCUMENTS sufficient to show the reporting relationship between Johannes**  
6 **Jaskolski & Bill O'Hern from October 2017 to the present.**

7 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
8 response and production of documents will be limited to information from the time period of January  
9 1, 2018 to the present.

10 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
11 produce documents sufficient to show the current reporting relationship between Johannes Jaskolski  
12 and Bill O'Hern.

13 **40. Presentations made by Johannes Jaskolski RELATING TO unauthorized SIM**  
14 **swaps.**

15 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
16 response and production of documents will be limited to information from the time period of January  
17 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
18 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
19 construe this phrase to mean SIM swaps that were performed in connection with the telephone  
20 numbers of AT&T customers without being authorized by those customers.

21 AT&T further objects to this Request to the extent that it seeks documents relating to  
22 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not  
23 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further  
24 objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not  
25 granted Ross leave to file. AT&T further objects that to the extent the Request seeks documents  
26 regarding ZenKey, the Request is unduly burdensome and invasive of confidential, proprietary, trade  
27 secret, and/or sensitive financial information of third parties that AT&T is prohibited from disclosing  
28 and that has no bearing on this litigation. AT&T further objects that this Request is not proportionate

1 to the needs of this case to the extent it seeks documents regarding ZenKey because any tangential  
 2 relevance Ross could theorize for ZenKey is outweighed by the burden of navigating these complex  
 3 confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding  
 4 ZenKey via public information easily accessible to Ross, including from AT&T's website.

5 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
 6 produce non-privileged responsive documents, to the extent such documents exist and do not pertain  
 7 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

8 **41. DOCUMENTS RELATING TO AT&T's COMMUNICATIONS with the**  
 9 **Mobile Authentication Task Force to combat unauthorized SIM swaps,**  
 10 **including evaluation, recommendation, approval or rejection of SIM swap**  
**solutions.**

11 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
 12 response and production of documents will be limited to information from the time period of January  
 13 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
 14 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
 15 construe this phrase to mean SIM swaps that were performed in connection with the telephone  
 16 numbers of AT&T customers without being authorized by those customers. AT&T objects to this  
 17 Request to the extent it seeks information regarding the claims and activities of other AT&T  
 18 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or  
 19 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T  
 20 further objects to this Request to the extent it seeks documents that contain information about other  
 21 customers that is protected against disclosure by applicable federal and state law and authorities,  
 22 including by not limited to the Federal Communications Act, 47 U.S.C. § 222, the Stored  
 23 Communications Act, 18 U.S.C. § 2707, and the Electronic Communications Privacy Act of 1986,  
 24 18 U.S.C. §§ 2510 *et seq.* AT&T further objects to the extent that the Request seeks materials  
 25 protected by the privacy rights of third party customers.

26 AT&T further objects that documents regarding ZenKey, a product relating to the Mobile  
 27 Authentication Task Force, are not relevant to this litigation because ZenKey was not used by or  
 28 available to Ross or any customer at the time of the alleged SIM swap. AT&T objects that the requested

1 information regarding ZenKey has no relevance to Ross's claim that his own SIM swap should have  
2 or could have been prevented. AT&T further objects that ZenKey is addressed only in the proposed  
3 amended complaint, which the Court has not granted Ross leave to file. AT&T further objects that the  
4 Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive  
5 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing  
6 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case  
7 because any tangential relevance Ross could theorize for ZenKey or other products relating to the  
8 Mobile Authentication Task Force is outweighed by the burden of navigating these complex  
9 confidentiality issues. AT&T further objects that Ross can obtain any relevant information regarding  
10 ZenKey and the Mobile Authentication Task Force via public information easily accessible to Ross,  
11 including from AT&T's website.

12 AT&T will not produce documents responsive to this Request.

13 **42. DOCUMENTS sufficient to show the intention to incorporate Project Halo**  
14 **technology into ZenKey.**

15 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
16 response and production of documents will be limited to information from the time period of January  
17 1, 2018 to the present. AT&T objects to this Request as vague and ambiguous with respect to whose  
18 "intention" is referenced in the Request. AT&T objects to the Request to the extent it incorporates  
19 an assumption about AT&T's policies without any evidentiary support. AT&T objects that  
20 documents regarding ZenKey are not relevant to this litigation because ZenKey was not used by or  
21 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that  
22 ZenKey is addressed only in the proposed amended complaint, which the Court has not granted Ross  
23 leave to file. AT&T further objects that the Request is unduly burdensome and invasive of  
24 confidential, proprietary, trade secret, and/or sensitive financial information of third parties that  
25 AT&T is prohibited from disclosing and that has no bearing on this litigation. AT&T further objects  
26 that this Request is not proportionate to the needs of this case because any tangential relevance Ross  
27 could theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality  
28 issues. AT&T further objects that Ross can obtain any relevant information regarding ZenKey via



1 public information easily accessible to Ross, including from AT&T's website. AT&T further objects  
 2 that AT&T's intentions regarding ZenKey and/or Project Halo have no relevance to Ross's claim that  
 3 his own SIM swap should have or could have been prevented.

4 AT&T will not produce documents responsive to this Request.

5 **44. COMMUNICATIONS between Johannes Jaskolski and Bill O'Hern**  
 6 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

7 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
 8 response and production of documents will be limited to information from the time period of January  
 9 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
 10 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
 11 construe this phrase to mean SIM swaps that were performed in connection with the telephone  
 12 numbers of AT&T customers without being authorized by those customers. AT&T further objects  
 13 that the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM  
 14 swap should have or could have been prevented. AT&T objects to this Request to the extent it seeks  
 15 information regarding the claims and activities of other AT&T customers, containing the protected  
 16 CPNI of other AT&T customers, and/or concerning incidents or occurrences that have no relevance  
 17 to or bearing upon the claims or defenses in this case. AT&T further objects to this Request because  
 18 the requested information about other customers is protected against disclosure by applicable federal  
 19 and state law and authorities, including by not limited to the Federal Communications Act, 47 U.S.C.  
 20 § 222, the Stored Communications Act, 18 U.S.C. § 2707, and the Electronic Communications  
 21 Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further objects that the Request seeks materials  
 22 protected by the privacy right of third party customers.

23 AT&T further objects to this Request to the extent that it seeks documents relating to  
 24 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not  
 25 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further  
 26 objects that ZenKey is addressed only in the proposed amended complaint, which the Court has not  
 27 granted Ross leave to file. AT&T further objects that the requested information regarding ZenKey  
 28 has no relevance to Ross's claim that his own SIM swap should have or could have been prevented.  
 AT&T further objects that to the extent the Request seeks documents regarding ZenKey, the Request



1 is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive  
2 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing  
3 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this  
4 case to the extent it seeks documents regarding ZenKey because any tangential relevance Ross could  
5 theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues.  
6 AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public  
7 information easily accessible to Ross, including from AT&T's website.

8 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
9 produce non-privileged responsive documents, to the extent such documents exist and do not pertain  
10 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

11 **45. Communications between Johannes Jaskolski and GSMA RELATING TO**  
12 **unauthorized SIM swaps, including as they relate to ZenKey.**

13 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
14 response and production of documents will be limited to information from the time period of January  
15 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
16 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
17 construe this phrase to mean SIM swaps that were performed in connection with the telephone  
18 numbers of AT&T customers without being authorized by those customers. AT&T objects to this  
19 Request to the extent it seeks information regarding the claims and activities of other AT&T  
20 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or  
21 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T  
22 further objects to this Request because the requested information about other customers is protected  
23 against disclosure by applicable federal and state law and authorities, including by not limited to the  
24 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,  
25 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further  
26 objects that the Request seeks materials protected by the privacy right of third party customers.

27 AT&T further objects to this Request to the extent that it seeks documents relating to  
28 ZenKey. Documents relating to ZenKey are not relevant to this litigation because ZenKey was not

1 used by or available to Ross or any customer at the time of the alleged SIM swap. AT&T further  
2 objects that the requested information regarding ZenKey has no relevance to Ross's claim that his  
3 own SIM swap should have or could have been prevented. AT&T further objects that ZenKey is  
4 addressed only in the proposed amended complaint, which the Court has not granted Ross leave to  
5 file. AT&T further objects that to the extent the Request seeks documents regarding ZenKey, the  
6 Request is unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive  
7 financial information of third parties that AT&T is prohibited from disclosing and that has no bearing  
8 on this litigation. AT&T further objects that this Request is not proportionate to the needs of this case  
9 to the extent it seeks documents regarding ZenKey because any tangential relevance Ross could  
10 theorize for ZenKey is outweighed by the burden of navigating these complex confidentiality issues.  
11 AT&T further objects that Ross can obtain any relevant information regarding ZenKey via public  
12 information easily accessible to Ross, including from AT&T's website.

13 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
14 produce non-privileged responsive documents, to the extent such documents exist and do not pertain  
15 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

16 **46. Communications between Johannes Jaskolski and any Verizon employees**  
17 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

18 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
19 response and production of documents will be limited to information from the time period of January  
20 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
21 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
22 construe this phrase to mean SIM swaps that were performed in connection with the telephone  
23 numbers of AT&T customers without being authorized by those customers. AT&T objects to this  
24 Request to the extent it seeks information regarding the claims and activities of other AT&T  
25 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or  
26 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T  
27 further objects to this Request because the requested information about other customers is protected  
28 against disclosure by applicable federal and state law and authorities, including by not limited to the

1 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,  
2 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further  
3 objects that the Request seeks materials protected by the privacy right of third party customers and/or  
4 by confidentiality interests of Verizon.

5 AT&T further objects to this Request to the extent that it seeks documents relating to ZenKey.  
6 Documents relating to ZenKey are not relevant to this litigation because ZenKey was not used by or  
7 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that  
8 the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM  
9 swap should have or could have been prevented. AT&T further objects that ZenKey is addressed  
10 only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T  
11 further objects that to the extent the Request seeks documents regarding ZenKey, the Request is  
12 unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial  
13 information of third parties that AT&T is prohibited from disclosing and that has no bearing on this  
14 litigation. AT&T further objects that this Request is not proportionate to the needs of this case to the  
15 extent it seeks documents regarding ZenKey because any tangential relevance Ross could theorize  
16 for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T  
17 further objects that Ross can obtain any relevant information regarding ZenKey via public  
18 information easily accessible to Ross, including from AT&T's website.

19 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
20 produce non-privileged responsive documents, to the extent such documents exist and do not pertain  
21 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.

22 **47. Communications between Johannes Jaskolski and any T-Mobile employees**  
23 **RELATING TO unauthorized SIM swaps, including as they relate to ZenKey.**

24 **RESPONSE:** AT&T objects to this Request as overly broad as to time period. AT&T's  
25 response and production of documents will be limited to information from the time period of January  
26 1, 2018 to the present. AT&T further objects that the phrase "unauthorized SIM swaps" is vague and  
27 ambiguous as to whose authorization is at issue or what constitutes authorization. AT&T will  
28 construe this phrase to mean SIM swaps that were performed in connection with the telephone

1 numbers of AT&T customers without being authorized by those customers. AT&T objects to this  
2 Request to the extent it seeks information regarding the claims and activities of other AT&T  
3 customers, containing the protected CPNI of other AT&T customers, and/or concerning incidents or  
4 occurrences that have no relevance to or bearing upon the claims or defenses in this case. AT&T  
5 further objects to this Request because the requested information about other customers is protected  
6 against disclosure by applicable federal and state law and authorities, including by not limited to the  
7 Federal Communications Act, 47 U.S.C. § 222, the Stored Communications Act, 18 U.S.C. § 2707,  
8 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. §§ 2510 *et seq.* AT&T further  
9 objects that the Request seeks materials protected by the privacy right of third party customers.

10 AT&T further objects to this Request to the extent that it seeks documents relating to ZenKey.  
11 Documents relating to ZenKey are not relevant to this litigation because ZenKey was not used by or  
12 available to Ross or any customer at the time of the alleged SIM swap. AT&T further objects that  
13 the requested information regarding ZenKey has no relevance to Ross's claim that his own SIM  
14 swap should have or could have been prevented. AT&T further objects that ZenKey is addressed  
15 only in the proposed amended complaint, which the Court has not granted Ross leave to file. AT&T  
16 further objects that to the extent the Request seeks documents regarding ZenKey, the Request is  
17 unduly burdensome and invasive of confidential, proprietary, trade secret, and/or sensitive financial  
18 information of third parties that AT&T is prohibited from disclosing and that has no bearing on this  
19 litigation. AT&T further objects that this Request is not proportionate to the needs of this case to the  
20 extent it seeks documents regarding ZenKey because any tangential relevance Ross could theorize  
21 for ZenKey is outweighed by the burden of navigating these complex confidentiality issues. AT&T  
22 further objects that Ross can obtain any relevant information regarding ZenKey via public  
23 information easily accessible to Ross, including from AT&T's website.

24 Subject to and without waiving the foregoing General and Specific Objections, AT&T will  
25 produce non-privileged responsive documents, to the extent such documents exist and do not pertain  
26 to ZenKey, are in AT&T's possession, and can be located pursuant to a reasonable search.  
27  
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