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**Attorneys for Defendant and Counterclaimant  
APPLE INC.**

DEFENDANT	United States District Court Northern District of California
	Case No. <b>4:20-cv-05640-YGR</b>
	Case Title <b><i>Epic Games, Inc. v. Apple, Inc.</i></b>
	Exhibit No. <b>DX-4308</b>
	Date Entered _____
	Susan Y. Soong, Clerk By: _____, Deputy Clerk

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

EPIC GAMES, INC.,

Plaintiff,

v.

APPLE INC.

Defendant.

CASE NO. 4:20-cv-05640-YGR

**DEFENDANT AND  
COUNTERCLAIMANT APPLE  
INC.'S NOTICE OF DEPOSITION OF  
PLAINTIFF AND COUNTER-  
DEFENDANT EPIC GAMES, INC.**

The Honorable Yvonne Gonzalez Rogers

**Exhibit  
0525**  
Vogel

1 APPLE INC.,

2  
3 Counterclaimant,

4 v.

5 EPIC GAMES, INC.

6 Counter-defendant.  
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1           **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2           PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil  
3 Procedure, Defendant and Counterclaim Plaintiff Apple Inc. (“Apple”), by and through its undersigned  
4 attorneys, will take the deposition of Plaintiff and Counterclaim Defendant Epic Games, Inc. (“Epic”).  
5 The deposition will commence at a time and date to be determined by mutual convenience of the  
6 parties. The deposition shall be conducted using remote video conference and deposition technology,  
7 before a notary public or some other officer authorized by law to administer oaths for use at the trial  
8 herein. The deposition shall be conducted using a secure web-based deposition video teleconferencing  
9 service, or telephonically, to provide remote/virtual access for those parties wishing to participate in  
10 the deposition via the internet and/or telephone. All parties and the deposition witness shall be provided  
11 via email link with the necessary credentials, call-in numbers, and other information to access and  
12 participate in the deposition remotely.

13           The deposition, if not completed on the date specified, will continue day to day, excluding  
14 Sundays and holidays, until completed.

15           The court reporter and videographer will be remote for the purposes of reporting and recording  
16 the proceeding, and will not be in the presence of the deponent. The deposition will be recorded  
17 stenographically and by videotape, and may be recorded through the instant visual display of testimony  
18 using “Live Note” or a similar software.

19           Pursuant to Federal Rule of Civil Procedure 30(b)(6), Plaintiff shall designate one or more of  
20 its officers, directors, or managing agents, or other persons who consent to testify on its behalf, as to  
21 the matters set forth in **Exhibit A** attached hereto and incorporated by reference.

22           Any recording, videotape, and transcript of this deposition may be used for any legally  
23 permissible purpose, including admission at trial.

24           A list of all parties or attorneys for parties on whom this Notice of Deposition is being served  
25 is shown on the accompanying Proof of Service.

1 **EXHIBIT A**

2 **DEFINITIONS AND INSTRUCTIONS**

3 1. The following definitions apply to each of the topics herein.

4 2. “**YOU**,” “**YOUR**,” and/or “**PLAINTIFF**” refer to Epic Games, Inc., its predecessors,  
5 successors, subsidiaries, departments, divisions, joint ventures, and/or affiliates, INCLUDING Tencent  
6 Holdings Limited, Epic Games International S.à r.l, and Life on Air, Inc., as well as any PERSON or  
7 PERSONS which YOU manage or control, together with all present and former directors, officers,  
8 employees, agents, representatives, or any PERSONS acting or purporting to act on YOUR behalf.

9 3. “**ACTION**” means and refers to the action entitled *Epic Games, Inc. v. Apple Inc.*, Case  
10 No. 4:20-CV-05640-YGR, proceeding in the United States District Court for the Northern District of  
11 California, and assigned to the Honorable Yvonne Gonzalez Rogers.

12 4. “**APPLE**” or “**DEFENDANT**” means Apple Inc. and its employees, officers, directors,  
13 agents, attorneys, affiliates, subsidiaries, joint ventures, successors, predecessors, or any PERSON  
14 acting on their behalf.

15 5. “**APP**” or “**APPS**” means a software application for a HANDHELD DEVICE or NON-  
16 HANDHELD DEVICE. For the avoidance of doubt, the term APP does not include WEB APPS.

17 6. “**APP DEVELOPER**” or “**APPS DEVELOPER**” or “**DEVELOPER**” shall mean any  
18 PERSON who developed one or more APP or APPS, WEB APPS, or SOFTWARE.

19 7. “**APP MARKETPLACE**” or “**DIGITAL PRODUCT STORE**” means any online  
20 storefront where APPS OR DIGITAL PRODUCTS are offered for download AND/OR purchase. For  
21 the avoidance of doubt, this term shall include, without limitation, Apple’s App Store, as well as the  
22 Epic Games Store, Google Play, the Samsung Galaxy Store, Steam, the Amazon Appstore, the  
23 Microsoft Store, and online storefronts distributing games and digital content for Xbox, PlayStation,  
24 and Nintendo. The phrase “YOUR DIGITAL PRODUCT STORE” refers to the Epic Games Store.

25 8. “**AND**” and “**OR**” shall be construed conjunctively or disjunctively as necessary to  
26 make the topic inclusive rather than exclusive.

27 9. “**ANY**” and “**EACH**” shall be construed to include and encompass “all.”

28 10. “**COALITION**” shall refer to The Coalition for App Fairness.

1           11.    “**COMMUNICATION(S)**” shall include, without limitation, any transmission or  
2 transfer of information of any kind, whether orally, electronically, in writing, or in any other manner,  
3 at any time or place, and under any circumstances whatsoever.

4           12.    “**COMMISSION**” shall mean any charge, transaction fee, or commission charged by  
5 an APP MARKETPLACE or DIGITAL PRODUCT STORE when a user purchases any DIGITAL  
6 PRODUCT.

7           13.    “**COMPLAINT**” shall mean the Plaintiff’s Complaint, Dkt. 1, filed on August 13, 2020  
8 in *Epic Games, Inc. v. Apple Inc.*, Case No. 4:20-CV-05640-YGR.

9           14.    “**CONCERNING**” a given subject shall mean: directly or indirectly comprising,  
10 concerning, constituting, containing, discussing, embodying, evidencing, exhibiting, identifying,  
11 mentioning, negating, pertaining to, recording, regarding, reflecting, relating to, showing, or supporting  
12 a given subject matter.

13          15.    “**CONSUMER COMPLAINT**” shall mean any threatened or filed lawsuits, demand  
14 letters, grievance letters, refund requests, and/or any other COMMUNICATION of dissatisfaction  
15 made by a consumer.

16          16.    “**CORRESPONDENCE**” shall mean, but shall not be limited to, any letter, facsimile,  
17 e-mail, notice, memorandum, or other written COMMUNICATION or transcription of notes of a  
18 COMMUNICATION.

19          17.    “**DATE**” shall mean the exact day, month, and year, if ascertainable, or if not, the best  
20 approximation thereof.

21          18.    “**DEVELOPER COMPLAINT**” shall mean any threatened or filed lawsuits, demand  
22 letters, grievance letters, refund requests, and/or any other COMMUNICATION of dissatisfaction  
23 made by an APP DEVELOPER.

24          19.    “**DIGITAL PRODUCT**” or “**DIGITAL PRODUCTS**” means any digital product,  
25 service, or other item sold via or in a DIGITAL PRODUCT STORE (INCLUDING but not limited to  
26 APPS, web apps, AND software), OR any such digital product, including (but not limited to)  
27 applications, IN-APP PRODUCTS (including consumables) purchased/sold by in-application  
28 purchase, and subscriptions.

1           20.    **“DOCUMENT(S)”** shall have the full meaning ascribed to those terms under Rule 34  
2 of the Federal Rules of Civil Procedure and include, without limitation, any and all drafts;  
3 COMMUNICATIONS; CORRESPONDENCE; memoranda; records; reports; books; records, reports,  
4 and/or summaries of personal conversations or interviews; diaries; graphs; charts; diagrams; tables;  
5 photographs; recordings; tapes; microfilms; minutes; records, reports, and/or summaries of meetings  
6 or conferences; press releases; stenographic, handwritten or any other notes; work papers; checks, front  
7 and back; check vouchers, check stubs or receipts; tape data sheets or data processing cards or discs or  
8 any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced  
9 or reproduced; and any paper or writing of whatever description, including any information contained  
10 in any computer although not yet printed out. Any production of electronically stored information shall  
11 include the information needed to understand such information. The term “DOCUMENT” or  
12 “DOCUMENTS” further includes all copies where the copy is not identical to the original.

13           21.    **“EPIC DIRECT PAYMENT”** shall mean the payment option enabled in Fortnite for  
14 iOS on August 13, 2020, and allowing users to pay Epic directly (i.e., without using IAP) for purchases  
15 of IN-APP PRODUCTS.

16           22.    **“HANDHELD DEVICE”** or **“MOBILE DEVICE”** shall mean any smartphone,  
17 tablet, or portable MP3 music player (such as an iPod).

18           23.    **“IAP”** means DEFENDANT’s In-App Purchase technology used to facilitate the sale  
19 and purchase of IN-APP PRODUCTS, including all Application Programming Interfaces provided by  
20 DEFENDANT that enable additional content, functionality or services to be delivered or made  
21 available for use within an APP with or without an additional fee.

22           24.    **“IN-APP PRODUCT”** or **“IN-APP PRODUCTS”** means any feature, service, or  
23 functionality that can be enabled or unlocked within an APP in exchange for a fee, including  
24 subscriptions, in-game currencies, game levels, access to premium content, or unlocking a full version  
25 of an APP regardless of whether such feature, service, or functionality was purchased within an APP,  
26 at a “brick and mortar” retail location, or through online stores such as Amazon.com.

27           25.    **“INCLUDING”** shall not be construed as limiting any request, and shall mean the same  
28 as “including, but not limited to.”

1           26.    **“NON-HANDHELD DEVICE”** shall mean laptop computers, desktop computers, or  
2 video game consoles.

3           27.    **“PERSON”** shall include, without limitation, natural persons, corporations, firms,  
4 partnerships, joint stock companies, associations, business trusts, associations, business or other  
5 entities, and other organizations of persons, and any officer, director, employee, partner, corporate  
6 parent, subsidiary, affiliate, agent, representative, attorney, or principal thereof.

7           28.    **“PERSONAL INFORMATION”** shall mean unique personal information about the  
8 user of YOUR APPS or DIGITAL PRODUCT STORE, INCLUDING such user’s physical location,  
9 contact information, APP usage, purchase activity, electronic communications, and payment or other  
10 financial information.

11          29.    **“PLATFORM”** shall mean any mobile, computing, and gaming platforms on which  
12 Fortnite and any other APP or SOFTWARE developed by YOU is available to be played, and shall  
13 INCLUDE DEFENDANT’s iOS, DEFENDANT’s macOS, Google’s Android, Windows PC,  
14 Microsoft Xbox, Sony PlayStation, and Nintendo Switch.

15          30.    **“RELATING TO,” “RELATED TO,” “RELATE TO,” “PERTAINING TO,”**  
16 **“PERTAINS TO,”** or **“CONCERNING”** a given subject shall mean directly or indirectly concerning,  
17 constituting, containing, embodying, evidencing, showing, comprising, reflecting, identifying,  
18 illustrating, stating, referring to, dealing with, commenting on, responding to, describing, involving,  
19 mentioning, discussing, recording, supporting, or negating a given subject matter.

20          31.    **“SOFTWARE”** shall refer to any computer program, other than an APP or WEB APP,  
21 including patches, updates and bug fixes, for use on any HANDHELD DEVICE or NON-HANDHELD  
22 DEVICE, including, without limitation, desktop computers, laptop computers, and video game  
23 consoles.

24          32.    **“STUDIES”** and/or **“ANALYSES”** mean all research, reports, memoranda, statistical  
25 compilations, slide presentations, reviews, audits, and other types of written, printed, or electronic  
26 compilations or submissions of information.

27          33.    **“UPDATE”** shall mean any change or modification to or new version of any APP or  
28 DIGITAL PRODUCT, including bug fixes, upgrades, enhancements, supplements, and new releases.

34. **“WEB APP”** shall refer to any application that is developed using Web technologies (such as, without limitation, HTML, CSS, and JavaScript) and operates via a Web browser on HANDHELD DEVICES or NON-HANDHELD DEVICES. For the avoidance of doubt, the term “WEB APP” shall include, without limitation, applications that may also be referred to as “progressive web apps” or “responsive web apps.”

35. “The” shall not be construed as limiting the scope of any topic.

36. Unless otherwise stated, the time period for the topics is 2007 to the present.

## TOPICS FOR EXAMINATION

1. The history, corporate structure, organization, ownership, executive leadership, and management structure of YOUR company.

2. The relationship between Epic Games Inc. and its affiliates (INCLUDING Epic Games International S.à r.l), including ownership, overlap in executive leadership, and the extent to which Epic Games Inc. and/or its management can direct the activities of any such affiliates.

3. The business model as well as YOUR consideration of any other business model for each of YOUR APPS, WEB APPS, IN-APP PRODUCTS, and SOFTWARE, INCLUDING YOUR method of monetizing each such product.

4. Prices (INCLUDING suggested and minimum pricing), costs (INCLUDING distribution costs and expenses), revenues, margins, and profits for each of YOUR APPS, WEB APPS, IN-APP PRODUCTS, and SOFTWARE, INCLUDING ANALYSES relating thereto.

5. ANALYSES and facts known to YOU RELATING TO consumers' price sensitivity and spending patterns for purchases of APPS, WEB APPS, SOFTWARE, and IN-APP PRODUCTS.

6. Payment processing activity RELATING TO any of YOUR APPS, IN-APP PRODUCTS, WEB APPS, and/or SOFTWARE, INCLUDING the effective rate or fee charged by any PERSON that performs payment processing activity on YOUR behalf, and the fees actually paid by YOU to any such PERSON.

7. Marketing of and promotions for each of YOUR APPS, WEB APPS, SOFTWARE, and IN-APP PRODUCTS.



1           8.       Distribution (whether online, through brick and mortar stores, or through online stores  
2 such as Amazon.com) of each of YOUR APPS, WEB APPS, IN-APP PRODUCTS, and  
3 SOFTWARE, the COMMISSIONS, fees, costs, and expenses paid in connection with each such  
4 distribution channel, and the margins and net profits received by YOU relative to prices charged.

5           9.       ANALYSES and facts known to YOU RELATING TO competition between and  
6 among different distribution channels or PLATFORMS for APPS, WEB APPS, IN-APP  
7 PRODUCTS, and SOFTWARE, INCLUDING ANALYSES and facts known to YOU RELATING  
8 TO competition between YOU and APPLE.

9           10.      YOUR decisions RELATING TO whether or not to distribute any of YOUR APP(S),  
10 IN-APP PRODUCT(S), WEB APP(S), and/or SOFTWARE through any means (such as a website,  
11 through online stores such as Amazon.com, or in “brick and mortar” stores) other than an APP  
12 MARKETPLACE, INCLUDING all ANALYSES and facts known to YOU upon which such  
13 decisions are based.

14          11.      YOUR distribution of APPS, WEB APPS, IN-APP PRODUCTS, or SOFTWARE by  
15 physical means or through tangible media, INCLUDING the channels of distribution, the physical  
16 items that are redeemable for APPS, WEB APPS, IN-APP PRODUCTS, or SOFTWARE, the  
17 COMMISSIONS, fees, costs, and expenses paid in connection with each such distribution channel,  
18 and the margins and net amounts received by YOU relative to retail prices charged.

19          12.      YOUR costs to create products for distribution by physical means or through tangible  
20 media, as opposed to products for distribution through electronic means.

21          13.      YOUR distribution of gift cards and/or other physical items that are redeemable for  
22 APPS, WEB APPS, IN-APP PRODUCTS, or SOFTWARE, the COMMISSIONS, fees, costs, and  
23 expenses paid in connection with each such distribution channel, and the margins and net profits  
24 received by YOU relative to retail prices charged.

25          14.      Rejection and/or removal of any of YOUR APPS, IN-APP PRODUCTS, WEB APPS,  
26 and/or SOFTWARE for download or purchase from any APP MARKETPLACE, website, or physical  
27 location, INCLUDING the reasons for each rejection and/or removal.

1           15.     Distribution through DEFENDANT’S APP MARKETPLACE of APPS built using  
2     YOUR Unreal Engine.

3           16.     ANALYSES or facts known to YOU RELATING TO the different PLATFORMS on  
4     which YOUR APPS, WEB APPS, SOFTWARE, and IN-APP PRODUCTS are available,  
5     INCLUDING those RELATING TO:

- 6           a.     consumer preferences as between PLATFORMS and the reasons therefor;
- 7           b.     competition between and among different PLATFORMS;
- 8           c.     the revenue YOU generate from each PLATFORM;
- 9           d.     YOUR costs and efforts to make and offer products on each PLATFORM;
- 10          e.     the incidences of breaches, hacks, unauthorized modifications, bans, cheating,  
11                 crashes, or outages on each PLATFORM;
- 12          f.     usage of YOUR APPS, WEB APPS, IN-APP PRODUCTS, and SOFTWARE  
13                 on each PLATFORM;
- 14          g.     adaptation and/or development of YOUR APPS, WEB APPS, IN-APP  
15                 PRODUCTS, and SOFTWARE for each PLATFORM;
- 16          h.     installation of YOUR APPS, WEB APPS, IN-APP PRODUCTS, and  
17                 SOFTWARE on each PLATFORM;
- 18          i.     user data and metrics YOU collect on each PLATFORM;
- 19          j.     the extent to which users access YOUR APPS, WEB APPS, IN-APP  
20                 PRODUCTS, and SOFTWARE on more than one PLATFORM; and
- 21          k.     the extent to which users make purchases for YOUR APPS, WEB APPS, IN-  
22                 APP PRODUCTS, and SOFTWARE for more than one PLATFORM.

23           17.     The ability and/or manner in which each of YOUR APPS, WEB APPS, IN-APP  
24     PRODUCTS, and SOFTWARE can be accessed or played across more than one PLATFORM,  
25     INCLUDING YOUR communications with users and potential users regarding the same.

26           18.     Any restrictions, conditions, or rules imposed or demanded by the operator of any  
27     PLATFORM on the ability of users of YOUR APPS to engage in cross-PLATFORM play.  
28

1           19. Any restrictions, conditions, or rules imposed or demanded by the operator of any  
2 PLATFORM on YOUR ability to distribute YOUR APPS.

3           20. ANALYSES or facts known to YOU RELATING TO the relevant markets or sub-  
4 markets YOU contend are at issue in this case, INCLUDING those RELATING TO: why each is a  
5 relevant market or sub-market, the geographic scope or dimension of each market or sub-market, and  
6 the geographic location of the relevant consumers in each such market.

7           21. YOUR business model for YOUR DIGITAL PRODUCT STORE, INCLUDING how  
8 YOU set YOUR COMMISSIONS; how YOU attempt to attract APP DEVELOPERS (INCLUDING  
9 all exclusivity deals with game developers and minimum guarantees); the products, services, or other  
10 value delivered by or to be delivered by YOUR DIGITAL PRODUCT STORE to consumers and  
11 APP DEVELOPERS; the cost of operating YOUR APP MARKETPLACE; and YOUR profits from  
12 YOUR APP MARKETPLACE.

13           22. YOUR policies, practices, and procedures RELATING TO operation of YOUR  
14 DIGITAL PRODUCT STORE, INCLUDING those RELATING TO:

- 15           a. collection and distribution of proceeds from the sale of APPS and IN-APP  
16           PRODUCTS;
- 17           b. payment processing;
- 18           c. YOUR efforts to curate content on YOUR DIGITAL PRODUCT STORE;
- 19           d. YOUR efforts to maintain the security of YOUR DIGITAL PRODUCT  
20           STORE;
- 21           e. YOUR collection, use, and sharing of PERSONAL INFORMATION of users  
22           of YOUR DIGITAL PRODUCT STORE, INCLUDING the extent to which  
23           YOU share users' PERSONAL INFORMATION with APP DEVELOPERS;  
24           and
- 25           f. YOUR review and approval of DIGITAL PRODUCTS submitted for  
26           distribution through YOUR DIGITAL PRODUCT STORE.

27           23. Any services or support you provide to third-party DEVELOPERS that distribute on  
28 your DIGITAL PRODUCT STORE.

1           24.     COMPLAINTS about YOU, INCLUDING those received by YOU RELATING TO  
2     YOUR DIGITAL PRODUCT STORE and those made to local, state, or federal regulators, better  
3     business bureaus, consumer protection agencies, or consumer rights groups.

4           25.     YOUR agreements or contracts with any DEVELOPER that distributes on YOUR  
5     DIGITAL PRODUCT STORE.

6           26.     YOUR agreements or contracts with any maker of HANDHELD DEVICES, maker of  
7     NON-HANDHELD DEVICES, wireless carrier, or APP MARKETPLACE.

8           27.     YOUR relationship with Nvidia RELATING TO GeForce Now, INCLUDING YOUR  
9     contracts or drafts of contracts with Nvidia; YOUR contemplated or actual distribution of any of  
10    YOUR APPS through Nvidia's GeForce Now on any PLATFORM; and YOUR contemplated or  
11    actual distribution of any of YOUR APPS to iOS customers through GeForce Now.

12          28.     Agreements or contracts RELATING TO providing or distributing YOUR APPS,  
13    WEB APPS, IN-APP PRODUCTS, SOFTWARE, or APP MARKETPLACE, INCLUDING any  
14    RELATING TO distribution on an exclusive basis.

15          29.     Communications between YOU and PLATFORM, APP MARKETPLACE, OR  
16    DEVELOPER, in which any of the following subjects was referred to or discussed:

- 17           a.     pricing, fees, charges, or COMMISSIONS RELATING TO APPS, IN-APP  
18                   PRODUCTS, WEB APPS, and/or SOFTWARE;  
19           b.     distribution fees, charges, or COMMISSIONS; the method used to facilitate  
20                   payments for DIGITAL PRODUCTS; COMMUNICATIONS RELATING TO  
21                   placement of YOUR APPS, IN-APP PRODUCTS, WEB APPS, and/or  
22                   SOFTWARE, or payment processing; and  
23           c.     providing or distributing YOUR APPS, WEB APPS, IN-APP PRODUCTS,  
24                   and SOFTWARE on an exclusive basis.

25          30.     YOUR contemplation, discussion, planning, development, and implementation of  
26    EPIC DIRECT PAYMENT in *Fortnite*, INCLUDING:

- 27           a.     the anticipated or actual effect on YOU of *Fortnite*'s removal from the App  
28                   Store and/or Google Play Store;

- 1                   b.     YOUR decision to offer iOS *Fortnite* users “a 20% reduction in in-app prices”  
2                   for IN-APP PRODUCTS sold through EPIC DIRECT PAYMENT, how YOU  
3                   set that “20% reduction,” and ANALYSES or facts known to YOU upon  
4                   which YOUR decision was based;
- 5                   c.     the involvement and/or participation in, or knowledge of any of YOUR  
6                   affiliates, INCLUDING Tencent Holdings Limited and/or Epic Games  
7                   International S.à r.l, in the development and/or submission of Version 13.40 of  
8                   *Fortnite*, and/or the planning, development, and implementation of EPIC  
9                   DIRECT PAYMENT;
- 10                  d.     YOUR #FreeFortnite campaign, INCLUDING any ANALYSES of the  
11                  potential or actual press coverage of that campaign, and ANALYSES of the  
12                  potential or actual results of such campaign on *Fortnite*’s revenues, downloads,  
13                  or number of users; and
- 14                  e.     YOUR COMMUNICATIONS and all ANALYSES conducted by YOU or on  
15                  YOUR behalf about ceasing distribution of YOUR APPS through APPLE’S  
16                  APP MARKETPLACE.

17                  31.     The development and operation of Version 13.40 of *Fortnite* for iOS; and YOUR  
18                  submission of Version 13.40 of *Fortnite* for review by APPLE.

19                  32.     YOUR efforts to avoid, reduce, or negotiate, the restrictions, fees, COMMISSIONS,  
20                  or expenses imposed by any distribution channel, PLATFORM, or APP MARKETPLACE on which  
21                  YOUR APPS, IN-APP PRODUCTS, WEB APPS, and/or SOFTWARE are available.

22                  33.     YOUR efforts to avoid, reduce, or negotiate, the review procedures or installation  
23                  process imposed by any distribution channel, PLATFORM, or APP MARKETPLACE on YOUR  
24                  APPS, IN-APP PRODUCTS, WEB APPS, and/or SOFTWARE.

25                  34.     YOUR plans for a competing APP MARKETPLACE for iOS devices, INCLUDING  
26                  any processes that would be implemented, and all opportunities APPLE would be afforded, to ensure  
27                  reliability, safety, security, and privacy, and any financial compensation YOU contend would be  
28                  owed to APPLE for YOUR competing APP MARKETPLACE.

1           35.     What actions YOU contend APPLE has taken, or failed to take, to restrict, limit, or  
2 prevent YOUR ability to develop an APP and/or IN-APP PRODUCT for any website or APP  
3 MARKETPLACE other than the App Store.

4           36.     Any crashes, outages, privacy breaches, cybersecurity breaches, hacks, exploits,  
5 malware, cheating, scams, criminal behavior, and violations of Epic Games Community Rules  
6 RELATING TO any of YOUR DIGITAL PRODUCTS, APP, WEB APPS, SOFTWARE, IN-APP  
7 PRODUCTS, YOUR DIGITAL PRODUCT STORE, YOUR website, and/or EPIC DIRECT  
8 PAYMENT, INCLUDING data on the platform on which such activity occurred.

9           37.     ANALYSES or facts known to YOU RELATING TO the importance of security,  
10 safety, stability, and privacy safeguards to YOUR users.

11          38.     YOUR efforts to distribute YOUR DIGITAL PRODUCTS, APPS, WEB APPS,  
12 SOFTWARE, IN-APP PRODUCTS on macOS after August 2020.

13          39.     YOUR efforts to work with other entities or persons to challenge or disrupt any  
14 APPLE or Google practices YOU believe to be unlawful.

15          40.     YOUR effort to bundle YOUR DIGITAL PRODUCTS, APP, WEB APPS,  
16 SOFTWARE, IN-APP PRODUCTS with any hardware devices.

17          41.     YOUR decision to launch *Fortnite* on Android in 2018 through any means other than  
18 Google Play, INCLUDING YOUR reasons for not making *Fortnite* available in Google Play until  
19 April 2020.

20          42.     The COALITION, INCLUDING its formation, membership, and objectives, and the  
21 paid or unpaid participation of YOU or any of YOUR employees, officers, or directors in the  
22 COALITION.

23          43.     The relief YOU seek (injunctive, equitable, or otherwise), INCLUDING any technical,  
24 contractual, or financial measures APPLE must undertake or provide (INCLUDING whether Apple  
25 must eliminate or decrease the COMMISSION it charges for in-app purchases), whether such relief  
26 would be applicable to parties other than YOU, and “all necessary steps” that YOU contend APPLE  
27 must undertake “to cease unlawful conduct and to restore competition.” Any steps or actions that  
28

1 YOU have taken to mitigate the harm or damages YOU claim, including the costs and benefits of  
2 taking such steps.

3  
4 DATED: January 15, 2021

GIBSON, DUNN & CRUTCHER LLP:

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7 By: /s/ Jay P. Srinivasan  
Jay P. Srinivasan

8 Attorneys for Plaintiff APPLE INC.  
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**CERTIFICATE OF SERVICE**

I, Betty X. Yang, hereby certify that I am a citizen of the United States, over the age of eighteen, and not a party to this action. I hereby certify that on January 15, 2021, I delivered the foregoing DEFENDANT APPLE INC.'S NOTICE OF DEPOSITION OF EPIC GAMES, INC., via electronic mail, pursuant to an agreement among the parties for electronic service, to the following counsel in this action and the related actions:

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*Interim Class Counsel for the Consumer Plaintiffs*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 15<sup>th</sup> day of January, 2021, at Dallas, Texas.

/s/ Betty X. Yang  
Betty X. Yang