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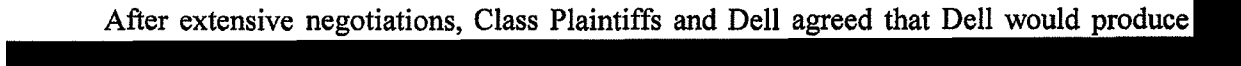
The Honorable Vincent J. Poppiti
Special Master
Fox Rothschild LLP
919 North Market Street, Suite 1300
P.O. Box 2323
Wilmington, DE 19899-2323

Re: DM No. _____
***In re Intel Corp. Microprocessor Antitrust Litigation*, MDL No. 05-1717-JJF;**
***Advanced Micro Devices, Inc., et al. v. Intel Corp., et al.*, C.A. No. 05-441-JJF;**
***Phil Paul v. Intel Corp.*, Consolidated C.A. No. 05-485-JJF**

Dear Judge Poppiti:

Class Plaintiffs submit this letter brief in support of their request to compel Dell Corporation ("Dell") to complete its production of certain transactional data that Dell previously agreed to produce relating to its U.S. sales of x86 computers. Class Plaintiffs respectfully request a teleconference with Your Honor at your earliest convenience to address the issue and an order directing Dell to produce the data immediately.

After extensive negotiations, Class Plaintiffs and Dell agreed that Dell would produce

 ¹ The Dell data are important to Class Plaintiffs' economic analyses of the effects of Intel's conduct and this application is extremely time-sensitive as the data are needed for Class Plaintiffs' reply brief in support of their class certification motion, which is to be filed in less than three weeks. Instead of fulfilling its agreement, Dell has produced two rounds of faulty data. After reluctantly agreeing to cure the first production, Dell now refuses to cure the second.

¹ This agreement for a limited sales data production results from a three-year negotiation between Dell and Class Plaintiffs pursuant to their subpoena served on or about June 21, 2006. See Class Plaintiffs' Subpoena to Dell, Zahid Declaration, Ex. 1. The subpoena requires Dell to produce documents in addition to several categories of data. This motion pertains only to Dell's failure to produce specific U.S. transactional sales data under the terms of the March 10, 2009 agreement Dell entered into with Class Plaintiffs.

When the separate negotiations with Dell began in late 2008, Class Plaintiffs initially requested [REDACTED] Dell refused. After several additional months of negotiations, Class Plaintiffs ultimately agreed that Dell could produce [REDACTED]⁴ [REDACTED], Dell would be discharged from any further production obligations under Class Plaintiffs' subpoena. Dell's counsel, Thomas Jackson, agreed to the arrangement in an email dated March 9, 2009. Ex. 8. Class Plaintiffs memorialized the agreement in a March 10, 2009 e-mail from Ms. Zahid to Mr. Jackson. Ex. 9.

[REDACTED]

Dell, however, failed to honor the agreement. Instead of providing Class Plaintiffs with the [REDACTED], Dell produced *two* rounds of faulty data that did not comport to the agreement. Class Plaintiffs received the first data production on April 3, 2009. After inspecting the data, Class Plaintiffs discovered that Dell had [REDACTED]

[REDACTED] The data in the production was also completely incompatible with the previous six-day sample production. Class Plaintiffs objected to the production immediately and sought corrected data. Dell resisted Class Plaintiffs' repeated requests for a corrected production for more than 10 days, but on April 16, Dell reluctantly agreed to correct the data production to match the previous samples. Ex. 10.

Class Plaintiffs received the replacement production on April 28, 2009. Initially, it appeared to be a full production. Class Plaintiffs performed an initial analysis of the replacement data and asked Dell some additional follow-up interpretation questions on May 6, 2009. Dell did not provide a complete set of answers to those questions until May 22, 2009. Only after receiving these final answers could Class Plaintiffs proceed to process the full data set for their economic analyses.

It was not until the first week of June that Class Plaintiffs, in preparing the data, discovered problems with the data [REDACTED]

[REDACTED]

[REDACTED] All of the Dell data in the second production [REDACTED] requested by Class Plaintiffs were affected by the error. The second production data is inconsistent and incompatible with the prior six day sample. Because Class Plaintiffs agreed to [REDACTED], it is essential to Class Plaintiffs' analyses that the data conform with the initial six day sample set.

Class Plaintiffs contacted Dell immediately after discovering the errors in the data, and despite numerous phone calls and e-mails, Dell refused to correct the errors.

2. **Dell's U.S. Transactional Sales Data Is Relevant to Class Plaintiffs' Economic Analyses**

Class Plaintiffs are relying heavily on third party transactional purchase and sales data to perform economic studies to show common impact to all class members and to quantify damages.

[REDACTED]

3. **Conclusion**

Dell has refused to honor its agreement with Class Plaintiffs to provide the data [REDACTED] [REDACTED] Class Plaintiffs. Class Plaintiffs respectfully request that the Court order Dell to immediately produce the requested data. In addition, Class Plaintiffs seek appropriate sanctions of Dell for its bad faith conduct in refusing to comply with the production agreement.

Respectfully submitted,

/s/ J. Clayton Athey

J. Clayton Athey (DE Bar ID # 4378)
Interim Liaison Counsel for the Class Plaintiffs

JCA/ms

Enclosures

cc: Clerk of the Court (By electronic filing and hand delivery)
Richard L. Horwitz, Esquire (By electronic filing and hand delivery)
Frederick L. Cottrell, III, Esquire (By electronic filing and hand delivery)
Lauren E. Maguire, Esquire (By electronic filing and hand delivery)