

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ADVANCED MICRO DEVICES, INC. and)
AMD INTERNATIONAL SALES & SERVICE,)
LTD.,)

Plaintiffs,)

v.)

INTEL CORPORATION and)
INTEL KABUSHIKI KAISHA,)

Defendants.)

C. A. No. 05-441 (JJF)

IN RE INTEL CORPORATION)
MICROPROCESSOR ANTITRUST)
LITIGATION)

C.A. No. 05-MD-1717 (JJF)

**INTEL CORPORATION’S AND INTEL KABUSHIKI KAISHA’S SUPPLEMENT TO
THE FIRST SET OF INTERROGATORIES TO PLAINTIFFS
ADVANCED MICRO DEVICES, INC. AND
AMD INTERNATIONAL SALES & SERVICE, LTD.**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendants Intel Corporation and Intel Kabushiki Kaisha (collectively “Intel”) request plaintiffs Advanced Micro Devices, Inc., and AMD International Sales & Service, Ltd. (collectively “AMD”) to answer each of the following interrogatories separately in writing under oath.

These interrogatories supplement Intel’s First Set of Interrogatories to AMD. In the “Stipulation and Order Resolving DM No. 6” (hereinafter “Stipulation”), AMD agreed to answer, “after additional discovery ha[d] been completed,” Interrogatory Nos. 1-4 and 6 from the First Set. Because discovery has been substantially completed, Intel renews its requests for answers to Interrogatory Nos. 1-4 and 6.

In the “Supplemental Response of Plaintiffs Advanced Micro Devices, Inc. and AMD International Sales & Service, LTD. To Intel Corporation’s and Intel Kabushiki Kaisha’s First

Set of Interrogatories, Pursuant to DM-6” (hereinafter “AMD’s Supplemental Response”), AMD partially responded to Intel’s First Set of Interrogatories by providing, for Interrogatory Nos. 1-4 and 6, a “preliminary, initial list of entities affected by th[e] conduct” described in the Interrogatories. But AMD did not provide the all the information requested by each Interrogatory. That information included, for example, for the conduct described in the Interrogatories, (a) the date thereof; (b) the person(s) who acted, participated in or were a party thereto; (c) a description of the conduct or the content of the communication; (d) the source or sources that provided AMD with that information and the date that information was provided, and (e) the identity of all documents relating thereto. *See* Definition 4, Intel’s First Set of Interrogatories; Definition 3, *infra*. Intel renews its request for this information and also requests a final list of entities affected by the conduct described in each Interrogatory.

DEFINITIONS

1. Intel incorporates the definitions and instructions contained in “Intel Corporation’s and Intel Kabushiki Kaisha’s First Set of Requests for the Production of Documents to Plaintiffs Advanced Micro Devices, Inc. and AMD International Sales & Service, Ltd.”
2. Terms in quotation marks in these interrogatories have the same meaning as when used in AMD’s Complaint.
3. The terms “identify,” “specify,” or “specifics” when used in reference to any act, occurrence or communication means to provide (a) the date thereof; (b) the person(s) who acted, participated in or were a party thereto; (c) a description of the conduct or the content of the communication; (d) the source or sources that provided you with that information and the date that information was provided to you; and (e) the identity of all documents relating thereto.

TIME PERIOD

All information requested is for the time period covered by your Complaint until the date of your answers to these interrogatories.

INTERROGATORIES

1. Identify each and every customer with whom Intel has entered an “exclusive or near-exclusive deal(s)” and provide the date and specifics of each such deal.

AMD partially responded to this Interrogatory by providing a “preliminary, initial list of entities affected by this conduct.” *See* AMD’s Supplemental Response. Intel now requests a final list of such entities.

Intel also requests, in addition to the information required by Definition 4 from Intel’s First Set of Interrogatories and Definition 3 above, the following information for each “exclusive or near-exclusive deal(s)”: (a) all the terms of the deal, including but not limited to the length of the deal, how Intel and the customer defined “exclusivity,” and any benefits or consideration the customer received for the promise of exclusivity or near-exclusivity; (b) the dates the deal was entered and ended; (c) the identity of employees of the customer and of Intel who negotiated and communicated about the deal; (d) whether the deal was in writing or not; and (e) a full description of the business that AMD lost as a result of the deal, including but not limited to the number and type(s) of processors affected, the value of those processors, and the description and value of anything else related to AMD’s business that was affected by the deal.

2. Separately by customer, identify each and every discount, rebate, allowance, market development fund or other payment that Intel has “conditioned” on that customer’s “agreement to severely limit or forego entirely purchases from AMD” or that had the “effect of denying customers the freedom to purchase any significant volume of processors from AMD”.

AMD partially responded to this Interrogatory by providing a “preliminary, initial list of entities affected by this conduct.” *See* AMD’s Supplemental Response. Intel now requests a final list of such entities.

Intel also requests, in addition to the information required by Definition 4 from Intel’s First Set of Interrogatories and Definition 3 above, the following information for each discount, rebate, allowance, market development fund or other payment (collectively, “Payment”) that was “conditioned” on a customer’s “agreement to severely limit or forego entirely purchases from

AMD” or that had the “effect of denying customers the freedom to purchase any significant volume of processors from AMD”: (a) the amount of the Payment at issue, (b) a description of the manner in which that Payment was “conditioned,” including but not limited to whether the amount, date, or any other term of the Payment would depend on the customer’s “agreement to severely limit or forego entirely purchases from AMD”; (c) whether the Payment at-issue was made and, if so, the amount; (d) whether and how the customer’s behavior was affected by the “condition[s]”; (e) how the Payment and its terms had “the effect of denying customers the freedom to purchase any significant volume of processors from AMD”; (f) how Intel communicated that the Payment was “conditioned”; (g) whether the “condition[s]” were in writing or not; (h) the identity of employees of the customer and Intel involved in negotiating and communicating about the “condition[s]”; and (i) a full description of the business that AMD lost as a result of the “condition[s]”, including but not limited to the number and type(s) of processors affected, the value of those processors, and the description and value of anything else related to AMD’s business that was affected by the “condition[s].”

3. Identify each and every customer Intel has threatened with “economic retaliation” for doing or contemplating doing business with AMD or refusing to limit its business with AMD and separately for each specify the economic retaliation threatened.

AMD partially responded to this Interrogatory by providing a “preliminary, initial list of entities affected by this conduct.” *See* AMD’s Supplemental Response. Intel now requests a final list of such entities.

Intel also requests, in addition to the information required by Definition 4 from Intel’s First Set of Interrogatories and Definition 3 above, the following information for each threat of “economic retaliation” for doing or contemplating doing business with AMD or refusing to limit its business with AMD: (a) a description of the substance of the “economic retaliation” that was threatened; (b) all benefits that Intel requested with the threat and the benefits Intel actually received from the threat; (c) the identity of the employees of the customer and of Intel who received or communicated the threat; (d) whether the threat was actually carried out or not, and if

so, the actions that Intel undertook to carry out the threat; (e) whether and how the customer's behavior was affected by the threat; (f) the business that AMD was doing or contemplating doing with the customer; and (g) a full description of the business that AMD lost as a result of the threats, including but not limited to the number and type(s) of processors affected, the value of those processors, and the description and value of anything else related to AMD's business that was affected by the threats.

4. Identify each and every actual or potential customer and/or partner with whom AMD has had a "prospective economic advantage" that Intel has "intentionally interfered with" and separately for each specify the conduct of Intel that constitutes the interference.

AMD partially responded to this Interrogatory by providing a "preliminary, initial list of entities affected by this conduct." *See* AMD's Supplemental Response. Intel now requests a final list of such entities.

Intel also requests, in addition to the information required by Definition 4 from Intel's First Set of Interrogatories and Definition 3 above, the following information for each "prospective economic advantage" that Intel has "intentionally interfered with": (a) a description of the "prospective economic advantage," including but not limited to the nature and value of the advantage; (b) the nature of the relationship or potential relationship between AMD and the actual or potential customer/partner; (c) the foundation for AMD's claim that there was a "probability of future economic benefit," including but not limited to the status of negotiations between AMD and the actual or potential customer/partner regarding the "prospective economic advantage"; (d) when and how Intel became aware of AMD's relationship with the actual or potential customer/partner; (e) the Intel actions that constituted "intentional[] interfer[ence]"; (f) the identity of the employees of the customer and of Intel who were involved; (g) a full description of any business dealings between AMD and the potential customer and/or partner actually entered into before or after the alleged interference by Intel; and (h) a full description of the business that AMD lost as a result of the "intentional[] interfer[ence]," including but not limited to the number and type(s) of processors affected, the value of those processors, and the

description and value of anything else related to AMD's business that was affected by the "intentional[] interfer[ence]."

6.¹ Identify each and every instance of "Intel's exclusionary acts" which are not specified in your answers to Interrogatory Nos. 1-5.

AMD partially responded to this Interrogatory by providing a "preliminary, initial list of entities affected by this conduct." *See* AMD's Supplemental Response. Intel now requests a final list of such entities.

Intel also requests, in addition to the information required by Definition 4 from Intel's First Set of Interrogatories and Definition 3 above, the following information for each "exclusionary act": (a) a full description of the act, including but not limited to the customers involved, Intel's behavior that constituted the "exclusionary act," any changes in behavior by the customers involved that resulted from the "exclusionary act," and the identity of the employees of the customer and of Intel who were involved and (b) a full description of the business that AMD lost as a result of the "exclusionary act," including but not limited to the number and type(s) of processors affected, the value of those processors, and the description and value of anything else related to AMD's business that was affected by the "exclusionary act."

¹ Intel withdrew Interrogatory No. 5 without prejudice. *See* Stipulation and Order Resolving DM No. 6.

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