

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

AT&T SERVICES, INC.,

Plaintiff,

-against-

BROADCOM INC., as successor-in-interest to
VMware, Inc., and VMWARE, INC.

Defendants.

Index No.: 654490/2024

IAS Part 54

Motion Seq. No. 1

Hon. Jennifer G. Schecter, J.S.C.

I, **GORDON MANSFIELD**, affirm as follows:

1. I am the Vice President of Global Technology Planning at AT&T Services, Inc. (“AT&T”). I have served in this role for the last two and a half years and have worked at AT&T for a total of 18 years. In my current role I manage AT&T’s network capital portfolio and oversee planning for large-scale network projects.

2. I submit this affirmation, pursuant to CPLR Section 2106, in further support of AT&T’s Order to Show Cause for a Preliminary Injunction. The statements in this Affirmation are based on my own personal knowledge, experience, and information available to me through my role with AT&T.

3. My role, among other things, is to oversee the network planning for AT&T. In other words, I oversee all planning and engineering in connection with how the AT&T network connects users’ devices and allows them to make calls or connect to the internet. The network consists of both the wireless network and the wired, or fiber, network. My organization oversees the planning for AT&T’s networks for both wireless and wireline customers.

4. In basic terms, my scope of responsibility covers AT&T’s capabilities to process calls or data flows from our customers’ equipment such as a cellphone or other communication

device through AT&T's network. My team oversees AT&T's efforts to provide customer connections to the network and direct customer traffic through the network. The systems I oversee on the network side enable AT&T's network to function. The servers on which we rely on the Defendants' VMware software (the "Software") are critical to providing these connections.

5. Because AT&T's network operates with the Software, AT&T relies on Defendants' support services (the "Support Services") for regular maintenance, security patches, upgrades and troubleshooting to the VMware software. Without the Support Services, it is only a matter of time before an issue arises with the VMware software that AT&T cannot address on its own, with potentially devastating consequences. Based on my experience and expertise, I believe that if AT&T loses Support Services, issues will arise that AT&T cannot address without the Support Services that could cause its entire network to fail.

6. Defendants allege in their Memorandum of Law in Opposition to Plaintiff's Order to Show Cause for Preliminary Injunction (NYSCEF Doc. No. 57) that "despite the purported mission critical nature of VMware's software to AT&T's business, it is running very old software, some of which was already running unsupported due to AT&T's failure to upgrade." (Opp. at 17.)

7. Those statements are grossly misleading. I oversee the AT&T network with respect to its consumer-facing operations, which includes its operation of the network mission critical services needed to operate AT&T's dedicated network for first responders, police, fire, medical and other emergency workers (the "First Responder Network") and AT&T's networks charged with providing services to its local, state and federal government customers (the "Government Customers"). To my knowledge, none of the servers used for AT&T's First

Responder Network or its Government Customers are operating with older VMware software or without Support Services. In fact, the Support Services are critical to their continued operation. That is why it is essential that AT&T continues to receive Defendants' Support Services during the pendency of its dispute with Defendants.

8. The Affirmation of Randall Gressett in Support of Defendants' Opposition to Plaintiff's Order to Show Cause for Preliminary Injunction (NYSCEF Doc. No. 61) also mischaracterizes AT&T's stance on transitioning away from using VMware Software. (*See* Gressett Aff. ¶ 56.) Migrating the AT&T network away from the VMware Software will cause AT&T to incur significant costs and will take a period of years. This is not a case where AT&T can simply find another vendor for the same sort of Software. Defendants' Software is extremely specialized and there are no plug-in replacements for it.


9. The VMware Software is embedded in the products that AT&T purchases from its vendors and uses to keep the network functioning. Because of this, AT&T cannot make a unilateral decision to end use of the VMware software. Instead, AT&T must work with its vendors to replace the VMware software and develop a different solution. The project, which AT&T has been investigating since at least December 2023, will require a significant investment in engineering work to replace the VMware software, which will be costly and time-consuming.

10. It will be far from easy to transition away from VMware. We estimate it may take approximately a year or more to obtain delivery of a potential alternative to the Software which will then need to be certified in our labs and integrated into the network. In some cases, we may need to drain the network and perform upgrades. The integration process takes time.

11. AT&T currently estimates it will take a period of years to transition all of its servers currently operating with the VMware software away from VMware. Moreover,

Defendants have not made it easy to do so since we understand that they are preventing some vendors from selling certain products to us.

I affirm this 26th day of September, 2024, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true to the best of my knowledge, information, and belief, and I understand that this document may be filed in an action or proceeding in a court of law.


Gordon Mansfield

RULE 17 CERTIFICATE OF COMPLIANCE WITH WORD COUNT LIMIT

I hereby certify that the foregoing document complies with the word count limit set forth in Rule 17 of the Rules of Practice for the Commercial Division of the Supreme Court. I relied on the word count of the word-processing system used to prepare the document. The total number of words in this document, exclusive of the caption and signature block, is 894 words.

By: /s/ Jonathan D. Pressment
Jonathan D. Pressment