Document 64-20

Filed 08/01/2007

Page 1 of 26

# EXHIBIT C Part VI

- 13. All marketing, promotional, or informational materials provided to you by Webloyalty or any Webloyalty affiliate.
- 14. Documents concerning revenue you received concerning the business relationship between you and Webloyalty, including, but not limited to, reports, analysis, spreadsheets, and bank statements showing any fund transfers.

Issue	f by the	
UNITED STATES	DISTRICT COURT	
WESTERN DISTR	ICT OF ARKANSAS	
In Re: Webloyalty.com, Inc. Marketing and Sales	CITEDOFFIL THE COURT OF	_
Practices Litigation V.	SUBPOENA IN A CIVIL CASE	,
	CASE NUMBER: 1 MDL 07-1820	
	Lead Case: 06-11620-JLT	
Wal-Mart Stores, Inc.	District of Massachusetts	
Bentonville Arkansas 72716-8611		
TO:		
YOU ARE COMMANDED to appear in the United States	District Court at the place, date, and time specified	below to
testify in the above case.  Place of TESTIMONY	COURTACOM	
	CODATACCINI	
	DATE AND TIME	···
	DATE AND TIME	
YOU ARE COMMANDED to appear at the place, date, an	d time specified below to testify at the taking of a depo	osition ir
the above case.  Place of deposition		
PEACE OF DEPOSITION	DATE AND TIME	
X YOU ARE COMMANDED to produce and permit inspect	on and conving of the following documents or object	to at the
place, date, and time specified below (list documents or	objects):	is at the
Connectional UP while's All		
See attached "Exhibit A"		
PLACE		~
Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120		
Boca Raton, Florida 33432 Telephone: (561)750-300	0; Facsimile: (561)750-3364	
YOU ARE COMMANDED to permit inspection of the following	owing premises at the date and time specified belo	ow.
PREMISES	DATE AND TIME	
Any organization not a party to this suit that is subpoena	ed for the taking of a deposition shall designate one o	or more
officers, directors, or managing agents, or other persons when the control of the		or each
person designated, the matters on which the person will t		
ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINT	IFF OR DEFENDANT)	
ISSUING OFFICER'S NAME. ADDRESS AND PHONE NUMBER David J. George, Lerach, Coughlin, Stoia, Geller, Rudman & Ro	bbins, LLP, 120 E. Palmetto Park Road, Suite 500	
Boca Raton, Florida 33432 Telephone: (561)750-300	0 Facsimile: (561)750-3364	

<sup>(</sup>See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse) If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev. 1/9	4) Subpoena in a Civil Case		
The second secon			
	**************************************	PROOF OF SEF	VICE
	DATE June 22	PLACE 2, 2007	
SERVED	Wal-Mart Stores, Inc.	Bentonville, Arkans	as 72716-8611
SERVED ON (PRINT	NAME)	N	IANNER OF SERVICE
David J. George	Attorne	y	Certified Mail/Return Receipt Requested
SERVED BY (PRINT	NAME)	Ĭ	TLE
		DECLARATION OF	SERVER
l declare	under penalty of perjury und	ler the laws of the Un	ted States of America that the foregoing information
	e Proof of Service is true an		
	luno 20, 2007		
Executed on	June 22, 2007		GNATURE OF SERVER
	J2	1	20 E. Palmetto Park Road, Suite 500
			DDRESS OF SERVER
		<u>B</u>	oca Raton, Florida 33432

Rule 45. Federal Rules of Civil Procedure, Parts C & D:

# (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
  - (i) fails to allow reasonable time for compliance:
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

#### (B) If a subpoena

[i] requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party. or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

#### (d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

#### I. DEFINITIONS

- 1. "Webloyalty" means defendant Webloyalty.com, Inc. and its parent companies, predecessors, successors, divisions, subsidiaries, and officers, directors, employees, agents, or anyone acting or purporting to act on their behalf.
- 2. "Subscription-Based Program(s)" means Webloyalty.com's web-based programs, including but not limited to: Reservation Rewards, Travel Values Plus, Buyer Assurance, Wallet Shield, Shopper Discounts & Rewards, and Distinct Privileges.

#### II. RELEVANT PERIOD

Unless otherwise stated in this request, the "Relevant Period" for all requests is from September 11, 2000 until such time as production of responsive pleadings is complete.

#### III. DOCUMENTS TO BE PRODUCED

- 1. Copies of any and all contracts or agreements between you and Webloyalty or any Webloyalty affiliate.
- 2. All documents evidencing any communications between you and Webloyalty or any Webloyalty affiliate.
- 3. All documents which evidence, refer, or relate to any monies exchanged or revenues shared between you and Webloyalty or any Webloyalty affiliate.
- 4. All documents concerning any study, review, analysis, survey, investigation, or estimation as to the redemption or participation rates by your customers of any discounts, coupons, rebates, "best price guarantees," "rewards," or other "benefits" made available from you to your customers by virtue of the customer's membership into any Webloyalty Subscription Based Program.

- 5. All documents which evidence, refer, or relate to the means and manner in which you are able to identify your customers who have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program (i.e., membership cards, member codes, member identification numbers, etc.).
- 6. All documents sufficient to evidence the total number of your customers who, from 2002 to the present, have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
- 7. All documents sufficient to evidence the total monetary amount, beginning from 2002 to the present, of money saved, refunded or redeemed by your customers who have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to a customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
- 8. All documents which evidence, refer, or relate to the terms, conditions, guidelines, instructions, policies, and protocol surrounding any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
- 9. All documents sufficient to evidence the total number of your customers who, from 2002 to the present, have purchased goods or services from you and used a rewards card, membership card, or member identification number associated with any Webloyalty Subscription Based Program, or who otherwise participated in any rewards or discount programs available to the customer by virtue of the customer's membership into any Webloyalty Subscription Based

Program.

- 10. All documents concerning any discounts, coupons, rebates, "best price guarantee," "rewards," or other "benefits" made available to your customers by virtue of your agreement and relationship with Webloyalty or any Webloyalty affiliate.
- 11. All documents concerning any complaint or dispute with Webloyalty or with any Webloyalty affiliate, or with any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available by virtue of your agreement and relationship with Webloyalty.
- 12. All marketing, promotional, or informational materials provided to you by Webloyalty or any Webloyalty affiliate.
- 13. Documents concerning revenue you and Webloyalty received concerning the business relationship between you and Webloyalty, including, but not limited to, reports, analysis, spreadsheets, and bank statements showing any fund transfers.

# AO 88 (Rev. 1/94) Subpoena in a Civil Case Issued by the UNITED STATES DISTRICT COURT CONNECTICUT - DISTRICT OF -In Re: Webloyalty.com, Inc. Marketing and Sales **Practices Litigation** SUBPOENA IN A CIVIL CASE ٧. MDL 07-1820 CASE NUMBER: Lead Case: 06-11620-JLT District of Massachusetts ESPN, Inc. 899 Middle Street TO: Bristol, Connecticut 06010 YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case. PLACE OF TESTIMONY COURTROOM DATE AND TIME YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case. PLACE OF DEPOSITION DATE AND TIME X YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects): See attached "Exhibit A" PLACE By July 23, 2007 Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Palmetto Park Road, Suite 500 Boca Raton, Florida 33432 Telephone: (561)750-3000; Facsimile: (561)750-3364 YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below. PREMISES DATE AND TIME Any organization not a party to this suit that is subpoensed for the taking of a deposition shall designate one or more

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b) (6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE

ESSUING OFFICER'S NAME. ADDRESS AND PHONE NUMBER
David J. George, Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Palmetto Park Road, Suite 500
Boca Raton, Florida 33432

Telephone: (561)750-3000

Facsimile: (561)750-3364

<sup>(</sup>See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev. 1/9	94) Subpoena in a C	ivil Case	
		PROOF C	OF SERVICE
DATE PLACE			ACE
		June 22, 2007	
SERVED	ESPN, Inc.	899 Middle Stree	t, Bristol, Connecticut 06010
SERVED ON IPRIN	IT NAME)		MANNER OF SERVICE
David J. George	· }	Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRIN	T NAME)		TITLE
		DECLARATIO	ON OF SERVER
	· · · · · · · · · · · · · · · · · · ·		
			the United States of America that the foregoing information
contained in tr	ie Proot of Servic	ce is true and correct.	
	June 22 2007		
Executed on	June 22, 2007	200 200 200 200	SIGNATURE OF SERVER
			120 E. Palmetto Park Road, Suite 500
			ADDRESS OF SERVER
			Boca Raton, Florida 33432

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- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
  - (i) fails to allow reasonable time for compliance:
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

#### (B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

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- 2. "Subscription-Based Program(s)" means Webloyalty.com's web-based programs, including but not limited to: Reservation Rewards, Travel Values Plus, Buyer Assurance, Wallet Shield, Shopper Discounts & Rewards, and Distinct Privileges.

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- 6. All documents sufficient to evidence the total number of your customers who, from 2002 to the present, have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
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- 13. Documents concerning revenue you and Webloyalty received concerning the business relationship between you and Webloyalty, including, but not limited to, reports, analysis, spreadsheets, and bank statements showing any fund transfers.

# Issued by the UNITED STATES DISTRICT COURT

WESTERN

\_\_\_\_ DISTRICT OF \_

WASHINGTON

In Re: Webloyalty.com, Inc. Marketing and Sales

Practices Litigation

٧.

SUBPOENA IN A CIVIL CASE

CASE NUMBER:

MDL 07-1820

Lead Case: 06-11620-JLT District of Massachusetts

Amazon.com 1516 2nd Avenue

TO: Seattle, Washington 98101	
YOU ARE COMMANDED to appear in the United States District Court at the place, date, testify in the above case.	and time specified below to
PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME
YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the above case.	t the taking of a deposition in
PLACE OF DEPOSITION	DATE AND TIME
YOU ARE COMMANDED to produce and permit inspection and copying of the following of place, date, and time specified below (list documents or objects):  See attached "Exhibit A"	DATE AND TIME
Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Palmetto Park Road, Suite 500  Boca Raton, Florida 33432 Telephone: (561)750-3000; Facsimile: (561)750-3364	By July 23, 2007
YOU ARE COMMANDED to permit inspection of the following premises at the date and	time specified below.
PREMISES	DATE AND TIME
Any organization not a party to this suit that is subpoenaed for the taking of a deposition sofficers, directors, or managing agents, or other persons who consent to testify on its behalf, person designated, the matters on which the person will testify. Federal Rules of Civil Production	and may set forth, for each
ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER David J. George, Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Palmetto Park F Boca Raton, Florida 33432  Telephone: (561)750-3000  Facsimile: (561)750-3364	Road, Suite 500
(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)	

If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev. 1/9	4) Subpoena in a Civii (	Case	
		PROOF	OF SERVICE
DATE PLACE June 22, 2007			PLACE
SERVED	Amazon.com	·	re, Seattle, Washington 98101
SERVED ON (PRINT	NAME)		MANNER OF SERVICE
David J. George		Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT	NAME	······································	TITLE
		DECLARAT	ON OF SERVER
l declare	under penalty of pe	rjury under the laws of	the United States of America that the foregoing information
	e Proof of Service is		
	luna 22, 2007		
Executed on	June 22, 2007		SIGNATURE OF SERVER
	<b>VV</b>		120 E. Palmetto Park Road, Suite 500
			ADDRESS OF SERVER
			Boca Raton, Florida 33432
	V = 4 - 4 - 5 - 1 - 5 -	Poeto C & D:	

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

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- 9. All documents sufficient to evidence the total number of your customers who, from 2002 to the present, have purchased goods or services from you and used a rewards card, membership card, or member identification number associated with any Webloyalty Subscription Based Program, or who otherwise participated in any rewards or discount programs available to the customer by virtue of the customer's membership into any Webloyalty Subscription Based

# Program.

- 10. All documents concerning any discounts, coupons, rebates, "best price guarantee," "rewards," or other "benefits" made available to your customers by virtue of your agreement and relationship with Webloyalty or any Webloyalty affiliate.
- 11. All documents concerning any complaint or dispute with Webloyalty or with any Webloyalty affiliate, or with any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available by virtue of your agreement and relationship with Webloyalty.
- 12. All marketing, promotional, or informational materials provided to you by Webloyalty or any Webloyalty affiliate.
- 13. Documents concerning revenue you and Webloyalty received concerning the business relationship between you and Webloyalty, including, but not limited to, reports, analysis, spreadsheets, and bank statements showing any fund transfers.

# Issued by the

UNITED STATES I	DISTRICT COURT	
DISTRI	CT OF	AIVI
In Re: Webloyalty.com, Inc. Marketing and Sales Practices Litigation	. SUBPOENA	IN A CIVIL CASE
<b>V</b>	CASE NUMBER:	MDL 07-1820 Lead Case: 06-11620-JLT District of Massachusetts
Apple 1 Infinite Loop Cupertino, California 95014		
YOU ARE COMMANDED to appear in the United States D testify in the above case.	istrict Court at the place,	date, and time specified below
PLACE OF TESTIMONY		COURTROOM
		DATE AND TIME
YOU ARE COMMANDED to appear at the place, date, and the above case.	time specified below to te	stify at the taking of a deposition
PLACE OF DEPOSITION		DATE AND TIME
X YOU ARE COMMANDED to produce and permit inspection place, date, and time specified below (list documents or of See attached "Exhibit A"		wing documents or objects at the
PLACE Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Boca Raton, Florida 33432 Telephone: (561)750-3000;		
YOU ARE COMMANDED to permit inspection of the follo	wing premises at the dat	e and time specified below.
PREMISES		DATE AND TIME
Any organization not a party to this suit that is subpoenaed officers, directors, or managing agents, or other persons who person designated, the matters on which the person will test	consent to testify on its bi	ehalf, and may set forth, for eac
SUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF	OR DEFENDANT)	DATE
suing officer's name, appress and phone number Pavid J. George, Lerach, Coughlin, Stoia, Geller, Rudman & Robb loca Raton, Florida 33432 Telephone: (561)750-3000	pins, LLP, 120 E. Palmetto Facsimile: (561)750-3	

<sup>(</sup>See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev. 1/94) Subpoens	a in a Civil Case		
	PROO	F OF SERVICE	
	DATE June 22, 2007	PLACE	
SERVED Apple	1 Infinite Loop, Cupertino, California 95014		
SERVED ON (PRINT NAME)		MANNER OF SERVICE	
David J. George	Attorney	Certified Mail/Return Receipt Requested	
SERVED BY (PRINT NAME)	Attorney	TITLE	
SERVED BY (FRIIN: INNIE)			
	DECLARA	TION OF SERVER	
I declare under ner	petry of periury under the laws	of the United States of America that the foregoing information	
	Service is true and correct.		
Executed on	DATE DATE	SIGNATURE OF SERVER	
	DATE		
•		120 E. Palmetto Park Road, Suite 500	
		ADDRESS OF SERVER	
		Boca Raton, Florida 33432	

# Rule 45. Federal Rules of Civil Procedure, Parts C & D:

# (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
- (i) fails to allow reasonable time for compliance:
   (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in

person. except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or (iii) requires disclosure of privileged or other protected

matter and no exception or waiver applies. or

(iv) subjects a person to undue burden.

#### (B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

#### (d) DUTIES IN RESPONDING TO SUBPOENA.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

#### I. **DEFINITIONS**

- 1. "Webloyalty" means defendant Webloyalty.com, Inc. and its parent companies, predecessors, successors, divisions, subsidiaries, and officers, directors, employees, agents, or anyone acting or purporting to act on their behalf.
- 2. "Subscription-Based Program(s)" means Webloyalty.com's web-based programs, including but not limited to: Reservation Rewards, Travel Values Plus, Buyer Assurance, Wallet Shield, Shopper Discounts & Rewards, and Distinct Privileges.

#### II. RELEVANT PERIOD

Unless otherwise stated in this request, the "Relevant Period" for all requests is from September 11, 2000 until such time as production of responsive pleadings is complete.

#### III. DOCUMENTS TO BE PRODUCED

- Copies of any and all contracts or agreements between you and Webloyalty or any 1. Webloyalty affiliate.
- 2. All documents evidencing any communications between you and Webloyalty or any Webloyalty affiliate.
- 3. All documents which evidence, refer, or relate to any monies exchanged or revenues shared between you and Webloyalty or any Webloyalty affiliate.
- 4. All documents concerning any study, review, analysis, survey, investigation, or estimation as to the redemption or participation rates by your customers of any discounts, coupons, rebates, "best price guarantees," "rewards," or other "benefits" made available from you to your customers by virtue of the customer's membership into any Webloyalty Subscription Based Program.

- 5. All documents which evidence, refer, or relate to the means and manner in which you are able to identify your customers who have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program (i.e., membership cards, member codes, member identification numbers, etc.).
- 6. All documents sufficient to evidence the total number of your customers who, from 2002 to the present, have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
- 7. All documents sufficient to evidence the total monetary amount, beginning from 2002 to the present, of money saved, refunded or redeemed by your customers who have utilized or taken advantage of any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to a customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
- 8. All documents which evidence, refer, or relate to the terms, conditions, guidelines, instructions, policies, and protocol surrounding any discount, coupon, rebate, "best price guarantee," "reward" or other "benefit" available from you to the customer by virtue of the customer's membership into any Webloyalty Subscription Based Program.
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Issue	ed by the	
UNITED STATE	S DISTRICT COURT	
EASTERN DIST	TRICT OF PENNSY	_VANIA
In Re: Webloyalty.com, Inc. Marketing and Sales Practices Litigation		IN A CIVIL CASE
V.	i de Hombert	MDL 07-1820 Lead Case: 06-11620-JLT District of Massachusetts
Comcast 1500 Market Street TO: Philadelphia, Pennsylvania 19102	•	Signet of Massachusetts
YOU ARE COMMANDED to appear in the United State testify in the above case.	s District Court at the place, of	date, and time specified below to
PLACE OF TESTIMONY		COURTROOM
		DATE AND TIME
YOU ARE COMMANDED to appear at the place, date, a the above case.  PLACE OF DEPOSITION	and time specified below to tes	tify at the taking of a deposition in
YOU ARE COMMANDED to produce and permit inspect place, date, and time specified below (list documents of See attached "Exhibit A"		ving documents or objects at the
PLACE Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 Boca Raton, Florida 33432 Telephone: (561)750-30	0 E. Palmetto Park Road, Suite 000; Facsimile: (561)750-3364	500 DATE AND TIME By July 23, 2007
YOU ARE COMMANDED to permit inspection of the form	ollowing premises at the date	e and time specified below.
PREMISES		DATE AND TIME
Any organization not a party to this suit that is subpoer officers, directors, or managing agents, or other persons we person designated, the matters on which the person will	who consent to testify on its be	half, and may set forth, for each
SSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAIS	NTIFF OR DEFENDANT)	DATE
ssuing Officer's name, appress and Phone number David J. George, Lerach, Coughlin, Stoia, Geller, Rudman & F Boca Raton, Florida 33432 Telephone: (561)750-30		

<sup>(</sup>See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

If action is pending in district other than district of issuance, state district under case number.

AO 88 (Rev. 1/94	) Subpoena in a Civil Case		
		PROOF OF S	
	DATE Jl	PLACE Ine 22, 2007	
SERVED			
	Comcast	1500 Market Street,	Philadelphia, Pennsylvania 19102
SERVED ON (PRINT	NAME)		MANNER OF SERVICE
David J. George	А	ttorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT	NAME)		TITLE
		DECLADATION	OE CEDVED
		DECLARATION	
			United States of America that the foregoing information
contained in the	Proof of Service is to	ue and correct.	
Executed on .	June 22, 2007		
Executed on s	DATE		SIGNATURE OF SERVER
			120 E. Palmetto Park Road, Suite 500
			ADDRESS OF SERVER
			Boca Raton, Florida 33432

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- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, service upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
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(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party. or

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- All documents concerning any study, review, analysis, survey, investigation, or 4. estimation as to the redemption or participation rates by your customers of any discounts, coupons, rebates, "best price guarantees," "rewards," or other "benefits" made available from you to your customers by virtue of the customer's membership into any Webloyalty Subscription Based Program.

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