Filed 08/01/2007

Page 1 of 26

# **EXHIBIT C** Part VII

- 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 DISTRICT COURT

NORTHERN - DISTRICT OF -

٧.

**GEORGIA** 

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

Practices Litigation

SUBPOENA IN A CIVIL CASE

CASE NUMBER:

MDL 07-1820

Lead Case: 06-11620-JLT District of Massachusetts

Home Depot, Inc. 2455 Paces Ferry Road

TO: Atlanta, Georgia 30339-4024	
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"	documents or objects at the
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 subpoensed 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 Processuing officer signature and title (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	and may set forth, for each
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 Ferferal Rules of Civil Procedure, Parts C & O 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	
	PF	ROOF OF SERVICE
	DATE June 22, 2007	PLACE
SERVED		
Н	ome Depot, Inc. 2455	Paces Ferry Road, Atlanta, Georgia 30339-4024
SERVED ON (PRINT N	AME)	MANNER OF SERVICE
David J. George	Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT NA	AME)	TITLE
	DECL	ARATION OF SERVER
I declare un	ader penalty of periury under the la	ws of the United States of America that the foregoing information
	Proof of Service is true and correc	
Executed on	June 22, 2007	
	DATE	SIGNATURE OF SERVER
		120 E. Palmetto Park Road, Suite 500
		ADDRESS OF SERVER
		Boca Raton, Florida 33432
		Doca Matori, Florida 30432
	Dulan of Chill Propodure Parts C &	. D:

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 Weblovalty 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

- 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.
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$^{\circ}$	ВB	1000	1/0/1	Subposes	ín	9	Civil	Case

## Issued by the UNITED STATES DISTRICT COURT

NORTHERN		
	DISTRICT	OF -

ALABAMA

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

Sanpeggio's

TO: Hoover, Alabama 35244	
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 a 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"  PLACE 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	DATE AND TIME 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 Professional Officer Signature and Title (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	and may set forth, for each
SSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER David J. George, Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120 E. Palmetto Park I Boca Raton, Florida 33432 Telephone: (561)750-3000 Facsimile: (561)750-3364	Road, Suite 500
I Son Dule 45 Federal Dules of Civil Properture, Date C 9 O as Donney	

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 Civ	vil Case	
		PROOI	F OF SERVICE
	D/	June 22, 2007	PLACE
055450		Julie 22, 2007	
SERVED	Sanpeggio's	3435 S. Sha	des Crest Road, Hoover, Alabama 35244
SERVED ON IPRIN	T NAME)		MANNER OF SERVICE
David J. George		Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT NAME)			YITLE
		DECLARA	TION OF SERVER
l declare	under penalty of	perium under the laws	of the United States of America that the foregoing information
		e is true and correct.	
Executed on	June 22, 2007		
EXCOUNTED ON	DATE		SIGNATURE OF SERVER
			120 E. Palmetto Park Road, Suite 500
			ADDRESS OF SERVER
			Boca Raton, Florida 33432
**************************************			
	101 - 4000 D	randura Darta C & D.	

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

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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 copyling 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.

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(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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- 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.

- All documents which evidence, refer, or relate to the means and manner in which 5. 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.).
- All documents sufficient to evidence the total number of your customers who, from 6. 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.
- All documents sufficient to evidence the total monetary amount, beginning from 7. 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.
- All documents which evidence, refer, or relate to the terms, conditions, guidelines, 8. 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.
- All documents sufficient to evidence the total number of your customers who, from 9. 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

- 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.
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Case 1:07-md-01820-JLT	Document 64-21	Filed 08/01/20	007	Page 13 of 26
AO 88 (Rev. 1/94) Subpoena in a Civil Case				
	Issued by	he		
UNIT	TED STATES DIST	RICT COURT	r	
MIDDLE	DISTRICT O	GEORG		
	Diotrici C			
In Re: Webloyalty.com, Inc. Marketing and S	Sales Sales	CTIDDATENIA	YA7	L CITITE COLORD
Practices Litigation V.		SUBPUENA	IN A	A CIVIL CASE
		CASE NUMBER:	Lead	07-1820 Case: 06-11620-JLT
Carmíke Cinemas			Distric	ct of Massachusetts
TO: 1301 1st Avenue Columbus, Georgia 31901				
YOU ARE COMMANDED to appear in testify in the above case.	the United States District	Court at the place,	. date,	and time specified below to
PLACE OF TESTIMONY				COURTROOM
				DATE AND TIME
YOU ARE COMMANDED to appear at the above case.	ne place, date, and time s	pecified below to te	estify a	t the taking of a deposition in
PLACE OF DEPOSITION		er terretario de la compansión de la compa		DATE AND TIME
YOU ARE COMMANDED to produce ar place, date, and time specified below (fine see attached "Exhibit A"	nd permit inspection and st documents or objects	copying of the follo	owing c	documents or objects at the

PLACE
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

DATE AND TIME
By July 23, 2007

PREMISES

DATE AND TIME
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 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

ISSUING 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	(4) Subpoena in a Civil C	Case	
		ממספר כ	PF SERVICE
	DATE		ACE
		June 22, 2007	
SERVED	Carmike Cinemas	1301 1st Avenue, Co	umbus, Georgia 31901
SERVED ON (PRIN	T NAME)		MANNER OF SERVICE
David J. George	·	Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT	(NAME)	, <u>, , , , , , , , , , , , , , , , , , </u>	TITLE
		DECLARATIO	ON OF SERVER
I declare	under penalty of pe	rium under the laws of t	the United States of America that the foregoing information
	e Proof of Service is		
Comanda in tr	0 / 1001 0/ 00/ //00		
	June 22, 2007		
Executed on	DATE		SIGNATURE OF SERVER
			120 E. Palmetto Park Road, Suite 500
			ADDRESS OF SERVER
			Boca Raton, Florida 33432

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## (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

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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.
- All documents sufficient to evidence the total monetary amount, beginning from 7. 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

- 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

Issue	ed by the	
UNITED STATES	S DISTRICT COURT	r .
NORTHERN	GEORG GEORG	IA
DIST	RICT OF	
In Re: Webloyalty.com, Inc. Marketing and Sales		
Practices Litigation	SUBPOENA	IN A CIVIL CASE
٧.		
	CASE NUMBER:	MDL 07-1820
		Lead Case: 06-11620-JLT
		District of Massachusetts
AMC Theaters		
3500 Peachtree Road, N.E.		
Atlanta, Georgia 30326		
YOU ARE COMMANDED to appear in the United States	s 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, a	nd time specified below to te	stify at the taking of a deposition in
the above case.		
PLACE OF DEPOSITION		DATE AND TIME
X YOU ARE COMMANDED to produce and permit inspec	tion and conving of the follo	wing documents or objects at the
place, date, and time specified below (list documents or		ming documents of objects at the
	,	
See attached "Exhibit A"		
PLACE		DATE AND TIME
Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 120		e 500   By July 23, 2007
Boca Raton, Florida 33432 Telephone: (561)750-30	000; Facsimile: (561)750-336	4
YOU ARE COMMANDED to permit inspection of the fo	allowing premises at the da	te and time specified below
	Shoring promises at the da	
PREMISES		DATE AND TIME
Any organization not a party to this suit that is subpoen	aed for the taking of a depo	sition shall designate one or more
officers, directors, or managing agents, or other persons w		
person designated, the matters on which the person will	testify. Federal Rules of Ci-	vil Procedure, 30(b)(6).
SSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAIN	ITIFF OR DEFENDANT)	DATE
COUNTY OFFICE AND SOCIETY		
ssuing officer's NAME, ADDRESS AND PHONE NUMBER David J. George, Lerach, Coughlin, Stola, Geller, Rudman & R	Robbins, LLP, 120 E. Palmetto	Park Road, Suite 500
Boca Raton, Florida 33432 Telephone: (561)750-30	000 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 Civi	i Case	
			OF SERVICE
	DA	TE June 22, 2007	PLACE
SERVED	AMC Theaters	3500 Peachtree Road	, N.E., Atlanta, Georgia 30326
SERVED ON (PRIN	T NAME)		MANNER OF SERVICE
David J. George		Attorney	Certified Mail/Return Receipt Requested
SERVED BY (PRINT NAME) TITLE			
		DECLARA	TION OF SERVER
		perjury under the laws of is true and correct.	of the United States of America that the foregoing information
Executed on	June 22, 2007		
	DATE		SIGNATURE OF SERVER
			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**

- "Webloyalty" means defendant Webloyalty.com, Inc. and its parent companies, 1. predecessors, successors, divisions, subsidiaries, and officers, directors, employees, agents, or anyone acting or purporting to act on their behalf.
- "Subscription-Based Program(s)" means Webloyalty.com's web-based programs, 2. 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.

#### Ш. DOCUMENTS TO BE PRODUCED

- Copies of any and all contracts or agreements between you and Webloyalty or any 1. Webloyalty affiliate.
- All documents evidencing any communications between you and Webloyalty or any 2. Webloyalty affiliate.
- All documents which evidence, refer, or relate to any monies exchanged or 3. revenues shared between you and Weblovalty or any Weblovalty affiliate.
- 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.

- 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.
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- 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

Iss	ued by the	
	ES DISTRICT COU	
NORTHERN DI	STRICT OFOKL	AHOMA
In Re: Webloyalty.com, Inc. Marketing and Sales Practices Litigation V.	SUBPOE	NA IN A CIVIL CASE
·	CASE NUMBER	MDL 07-1820 Lead Case: 06-11620-JLT District of Massachusetts
Alamo Car Rental/National Car Rental 6929 North Lakewood Avenue Suite 100 Tulsa, Oklahoma 74117-1808		
YOU ARE COMMANDED to appear in the United Statestify in the above case.	tes District Court at the pla	ace, date, and time specified below t
PLACE OF TESTIMONY		COURTROOM
		DATE AND TIME
YOU ARE COMMANDED to appear at the place, date the above case.	, and time specified below	o testify at the taking of a deposition i
PLACE OF DEPOSITION		DATE AND TIME
YOU ARE COMMANDED to produce and permit insp place, date, and time specified below (list documents See attached "Exhibit A"	ection and copying of the or objects):	following documents or objects at the
PLACE Lerach, Coughlin, Stoia, Geller, Rudman & Robbins, LLP, 2 Boca Raton, Florida 33432 Telephone: (561)750	20 E. Palmetto Park Road, -3000; Facsimile: (561)750-	
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 subpo- officers, directors, or managing agents, or other persons person designated, the matters on which the person was	s who consent to testify on	its behalf, and may set forth, for each
ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PL	AINTIFF OR DEFENDANT)	DATE

SSUING 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	4) Subpoena in a Civil Case		
	PR	OOF OF SERVICE	
	DATE June 22, 2007	PLACE	
SERVED		2020 North Lakewood Avenue Suite 100 Tules OV 74117 1909	
	Alamo Car Rental/National Car Rental	6929 North Lakewood Avenue, Suite 100, Tulsa, OK 74117-1808	
SERVED ON IPRINT	NAME.)	MANINER OF SERVICE	
David J. George	Attorney	Certified Mail/Return Receipt Requested	
	SERVED BY (PRINT NAME)  TITLE		
J. 11 C. J. 11 11 11 11 11 11 11 11 11 11 11 11 11	,		
	DECL	ARATION OF SERVER	
		ws of the United States of America that the foregoing information	
contained in th	e Proof of Service is true and correct		
	lune 22, 2007		
Executed on	June 22, 2007	SIGNATURE OF SERVER	
	52	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, 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.
- (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.

#### T. **DEFINITIONS**

- "Webloyalty" means defendant Webloyalty.com, Inc. and its parent companies, 1. predecessors, successors, divisions, subsidiaries, and officers, directors, employees, agents, or anyone acting or purporting to act on their behalf.
- "Subscription-Based Program(s)" means Webloyalty.com's web-based programs, 2. 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.
- 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.

- 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.).
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- All documents sufficient to evidence the total number of your customers who, from 9. 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