

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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 UNITED STATES OF AMERICA, :  
 :  
                                 Plaintiff, :          11 Civ. 2564 (LBS)  
 v. :  
 :  
 POKERSTARS, et al., :  
 :  
                                 Defendants; :          DECLARATION  
 :  
 ALL RIGHT, TITLE AND INTEREST IN :  
 THE ASSETS OF POKERSTARS, et al., :  
 :  
                                 Defendants-in-rem. :  
 -----X

Leonard A. Rodes, Esq., hereby declares pursuant to 28 U.S.C. §1746:

1. I am a partner in Trachtenberg Rodes & Friedberg LLP, attorneys for claimant Avoine – Servico de Consultadoria e Marketing LDA (“Avoine”), and a member of the bar of this Court. I respectfully submit this declaration in opposition to the Government’s motion (D.E. 237) seeking (1) approval of a settlement agreement unconditionally dismissing from this case claimant Blanca Games and its affiliates (the “Blanca Entities”); and (2) an order under Rule G(7) permitting seizure and sale of all of the intellectual property owned by Avoine (the “AP Assets”).

Concerning the Rule G(7) Motion

2. Earlier this summer, I had several telephone conversations with Assistant U.S. Attorney Cowley regarding the Government’s intention to propose an interlocutory sale of the AP Assets. In one of those conversations, in response to my questions, Mr. Cowley indicated that the Government did not possess the operating software required to run the Absolute Poker internet poker business (the “AP Software”). I rhetorically asked how the Government could sell

something it did not possess and, moreover, how the Government expected to maximize the proceeds of an interlocutory sale of the AP Assets when it was not in position to deliver the most important component of those assets: the AP Software. At that point, Mr. Cowley could not suggest answers.

3. Several weeks later, Mr. Cowley called to say that the Government had been in communication with a Korean company (I do not recall him mentioning the name of the company) that claimed to have a copy of the AP Software, and that was willing to hand it over to the Government. He said that the Government did not yet have it. I said that, in addition to obtaining a copy of the software, the Government should obtain assurances from the Korean company that (a) it had retained no copies of the software, and (b) it had no rights in or to the software, and Mr. Cowley indicated that he believed those assurances were also obtainable.

4. A few weeks later, the Government served its motion under Rule G(7) seeking an order for the interlocutory sale of the AP Assets. There is nothing in the Government's motion papers to suggest that the Government has, in fact, obtained custody of the AP Software or the associated assurances that would give potential buyers confidence that if they purchased the AP Assets in a court-ordered sale they would not face conflicting claims to the AP Software from foreign non-parties.

#### Concerning the Dismissal of the Blanca Entities

5. The Blanca Entities<sup>1</sup> are voluntary participants in this case – having filed a verified claim asserting that they own the AP Assets. (D.E.85, the “Blanca Claim”) That claim

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<sup>1</sup> As used herein and in the accompanying memorandum of law, “Blanca Entities” refers to the collection of entities (and two non-entities) that the Government, in its moving papers, has referred to as the “Named Absolute Poker Companies” or the “Absolute Poker Settlement Group” – to wit, SGS Systems Inc., Trust Services Ltd., Fiducia Exchange Ltd., Blue Water Services Ltd., Absolute Entertainment, S.A. and Blanca Games, Inc. of Antigua. The Government's labels also include two supposed entities which, in all of the Government's papers in this case, have never been identified with

irreconcilably conflicts with Avoine’s verified claim to the same assets. (D.E. 150, the “Avoine Claim”).

6. In part due to the conflicting claims of ownership of the AP Assets, Avoine served upon the Blanca Entities both (a) a set of interrogatories (a copy of which is annexed hereto as Exhibit A) and (b) a set of document demands (a copy of which is annexed hereto as Exhibit B) (the interrogatories and document demands referred to herein as “Avoine’s Discovery Requests”).

7. The Blanca Entities did not assert any objections to Avoine’s Discovery Requests by the noticed deadline (July 5, 2012). Nor have the Blanca Entities provided answers to the interrogatories or documents responsive to the document demands. In fact, the Blanca Entities have simply ignored Avoine’s Discovery Requests.

8. Compliance with Avoine’s Discovery Requests has become even more important in light of the Government’s recent motion to strike Avoine’s claim. (D.E.197-198). That motion posits that the Blanca Entities are the true owners of the AP Assets, and that Avoine is a mere “straw owner” of those assets. In other words, in the conflict between the Blanca Claim and the Avoine Claim, the Government has taken the Blanca Entities’ side.

9. While the Government’s motion to strike the Avoine Claim is a facial challenge to Avoine’s standing (and purports to challenge its standing based only on the allegations in its pleadings), if that motion is denied (as it should be – see D.E.247-248), then the Government will certainly pursue a “factual challenge” to Avoine’s standing, based on the same “straw ownership” theory, in later proceedings. For that reason, and also for reasons having to do with

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reference to place of organization or business, and which we suspect are not entities at all – to wit, “Absolute Poker” and “Ultimate Bet.”

How Blank Rome can purport to represent SGS Systems Inc. (a Belize company that no longer exists, and is in fact a predecessor of Avoine) and Fiducia Exchange Ltd., the stock of which is owned 100% by Avoine, is a mystery.

Avoine's "innocent" owner defense, it is crucial for Avoine to obtain evidence in the possession of the Blanca Entities, and therefore to obtain their compliance with Avoine's Discovery Requests.<sup>2</sup>

I, Leonard A. Rodes, declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 4th day of September, 2012, in New York, New York.



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Leonard A. Rodes

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<sup>2</sup> It will not be feasible or adequate to attempt to pursue non-party discovery devices. All of the Blanca Entities are foreign entities located in places that are hardly amenable to U.S. discovery requests (e.g., Belize, Costa Rica, Antigua), and are controlled by foreigners whose whereabouts is unknown.

**EXHIBIT A**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,	:	X
	:	
	:	
Plaintiff,	:	
	:	
v.	:	<b>CLAIMANT AVOINE – SERVICIO DE</b>
	:	<b>CONSULTADORIA E MARKETING,</b>
POKERSTARS, et al.;	:	<b>LDA’S FIRST SET OF</b>
	:	<b>INTERROGATORIES TO THE</b>
	:	<b>BLANCA CLAIMANTS</b>
	:	
Defendants;	:	11 Civ. 2564 (LBS)
	:	
ALL RIGHTS, TITLE AND INTEREST IN THE	:	
ASSETS OF POKERSTARS, et al.,	:	
	:	
	:	
Defendants-in-rem.	:	
	:	
	:	
	:	X

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**PLEASE TAKE NOTICE** that, pursuant to Rule 33 of the Federal Rules of Civil Procedure and Rules 26.3 and 33.3 of the Local Rules of the Southern District of New York, Claimants Blanca Games, Inc., SGS Systems Inc., Trust Services Ltd., Fiducia Exchange Ltd., Blue Water Services Ltd., and Absolute Entertainment, S.A. (collectively, the “Blanca Claimants”) are required to answer the following interrogatories within thirty (30) days of the date hereof.

**Definitions and Instructions**

1. The terms “document,” “person,” “concerning,” “identify,” and “and/or” shall be given the broadest possible scope under Rule 26.3 of the Local Civil Rules of this Court.
2. The term “Avoine” shall refer to Avoine – Servicio de Consultadoria e Marketing, Lda, as well as to each other person or entity who is or was an affiliate or representative of Avoine during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control

during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

3. The term "Madeira" shall refer to Madeira Fjord AS, as well as to each other person or entity who is or was an affiliate or representative of Madeira during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

4. The term "Blanca" shall refer to Blanca Games Inc., as well as to each other person or entity who is or was an affiliate or representative of Blanca during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

5. The term "SGS" shall refer to SGS Systems Inc. and/or SGS (BVI) Inc., as well as to each other person or entity who is or was an affiliate or representative of SGS during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents,

affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

6. The term "AE" shall refer to Absolute Entertainment S.A., as well as to each other person or entity who is or was an affiliate or representative of AE during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

7. The term "Fiducia" shall refer to Fiducia Exchange Ltd., as well as to each other person or entity who is or was an affiliate or representative of Fiducia during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

8. The term "Momentum" shall refer to Momentum Technologies Inc., as well as to each other person or entity who is or was an affiliate or representative of Momentum during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents,



affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

9. The term "Panora" shall refer to Panora Tech Belize Inc. and/or Panora Tech Korea, Inc., as well as to each other person or entity who is or was an affiliate or representative of Panora during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

10. The term "Tokwiro" shall refer to Tokwiro Enterprises ENRG and/or Joseph Tokwiro Norton, as well as to each other person or entity who is or was an affiliate or representative of Tokwiro during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

11. The term "Janusz" shall refer to Robert Ronald Janusz, as well as to each other person or entity who is or was an affiliate or representative of Janusz during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on his behalf or under his direction and control during the relevant time period, including without

limitation his present and former employees, partners, family members, agents, affiliates, accountants, attorneys, and/or other professional personnel acting on his behalf or under his or his attorneys' employment, direction, and/or control.

12. The term "Absolute Poker Entities" shall refer to Madeira, Avoine, Fiducia, Momentum, Panora, SGS, AE, and Tokwiro collectively.

13. The term "Absolute Poker" shall refer to the online poker enterprise operated through several companies, including certain of the Absolute Poker Entities, that have provided online poker play services through websites including AbsolutePoker.com.

14. The term "Forfeiture Action" shall refer to the above-captioned action initiated in the United States District Court for the Southern District of New York styled United States of America v. Pokerstars; Fulltilt Poker; Absolute Poker; Ultimate Bet; et al., Case No. 11 Civ. 2564 (LBS).

15. The term "Blanca Claim" shall refer to the Verified Claim of Blanca Games, Inc. dated March 29, 2012 (Docket No. 85) filed by the Blanca Claimants in connection with the Forfeiture Action.

16. Unless otherwise specified, the time period covered by these interrogatories is the period January 1, 2005 through the date of your response.

17. These interrogatories shall be deemed continuing and requires timely supplemental answers when you acquire responsive information.

18. If you elect to withhold any information on the grounds that such information is protected from disclosure by any privilege or immunity, identify the withheld information and the privilege or immunity pursuant to which the information is withheld.

19. If you object to any portion of any request, you should identify the portion to which you object and respond to the remainder.

## **INTERROGATORIES**

### **Interrogatory No. 1**

Identify all current and former officers and directors of each of the following entities, and for each such officer and director (in addition to the information required by Local Rule 26.3) (a) state the period during which he or she was officer or director, and (b) identify any documents referring to his or her in the capacity of officer or director: Blanca Games, Inc.; Absolute Poker; SGS Systems Inc.; Trust Services Ltd.; Fiducia Exchange Ltd.; Blue Water Services Ltd.; Absolute Entertainment, S.A.

### **Interrogatory No. 2**

Identify all persons who have knowledge or information concerning:

(a) the acquisition by any of the Blanca Claimants of any interest in Absolute Poker or any of the Absolute Poker Entities.

(b) the purchase or other acquisition by any of the Blanca Claimants from any of the Absolute Poker Entities of any tangible or intangible property, property interest, or right to possess or use property, including without limitation any interest in any software, hardware, equipment, or intellectual property related to Absolute Poker.

(c) the Blanca Claimants' ownership or other interest in the "assets of Claimant that have been restrained, seized or referenced in the Verified First Amended Complaint," as alleged on page 1 of the Blanca Claim.

(d) the Blanca Claimants' "legal and equitable ownership" of the "Domain Names and Blanca Games Accounts," including without limitation the "lawful

establishment of the Domain Names and accounts,” as alleged on page 2 of the Blanca Claim.

(e) any payments made or other consideration paid by (or on behalf of) any of the Blanca Claimants to (or for the benefit of) any of the Absolute Poker Entities, including without limitation payments relating to the acquisitions referred to in items 2(a) and 2(b) above and payments of licensing or use fees or royalties relating to property owned by any of the Absolute Poker Entities.

**Interrogatory No. 3**

Identify all documents referring to, evidencing or otherwise concerning the transactions and other matters described in item 2(a) through 2(e) above, and as to each such document identify the last known custodian thereof.

**Interrogatory No. 3**

Identify the last known custodian of any document described in and requested by Avoine’s Document Request that, for any reason, you do not produce in response thereto.

**Interrogatory No. 4**

Identify all persons having knowledge concerning (a) the operations of Absolute Poker; and (b) the operations of any of the Blanca Claimants.

**Interrogatory No. 5**

Identify all persons having knowledge or information concerning Avoine’s and/or Madeira’s security interest in assets of Absolute Poker.

**Interrogatory No. 6**

Identify all persons having knowledge or information concerning any revenue generated by Absolute Poker.

**Interrogatory No. 7**

Identify all persons having knowledge or information concerning dividends, distributions or other payments made to owners, members, shareholders and/or investors of or in any of the Blanca Claimants that were derived from Absolute Poker.

**Interrogatory No. 8**

Identify all persons having knowledge or information concerning Blanca's assertion that it is authorized to act on behalf of Absolute Poker, SGS Systems, Inc., Trust Services Ltd., Fiducia Exchange Ltd., Blue Water Services Ltd. and Absolute Entertainment, S.A. as set forth in the Blanca Verified Claim.

**Interrogatory No. 9**

Identify the existence, custodian(s), location(s) and general description of all documents sufficient to identify and describe in detail the assets of Absolute Poker, including without limitation any tangible or intangible property, property interest, or right to possess or use property, or any interest in any software, hardware, equipment, or intellectual property.

**Interrogatory No. 10**

Identify all documents reviewed or relied on in the course of answering these Interrogatories.

Dated: New York, New York  
June 4, 2012

**TRACHTENBERG RODES & FRIEDBERG LLP**  
*Attorneys for Claimant Avoine – Servico de  
Consultadoria e Marketing, Lda*

By: 

Leonard A. Rodas (LR 3675)

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To: Jerry D. Bernstein, Esq.  
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Jason Cowley, Esq.  
Assistant United States Attorney  
United States Attorney's Office  
Southern District of New York  
*Attorneys for Plaintiff*  
One St. Andrew's Plaza  
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(212) 637-2479

All Other Counsel of Record

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

POKERSTARS, et al.;

Defendants;

ALL RIGHTS, TITLE AND INTEREST IN THE  
ASSETS OF POKERSTARS, et al.,

Defendants-in-rem.

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11 Civ. 2564 (LBS)

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CLAIMANT AVOINE – SERVICIO DE CONSULTADORIA E MARKETING,  
LDA'S FIRST SET OF INTERROGATORIES TO THE BLANCA CLAIMANTS

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**TRACHTENBERG RODES & FRIEDBERG LLP**

*Attorneys for Claimant Avoine – Serviço de Consultadoria e Marketing, Lda*

545 Fifth Avenue

New York, New York 10017

(212) 972-2929

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

Plaintiff,

v.

POKERSTARS, et al.;

Defendants;

ALL RIGHTS, TITLE AND INTEREST IN THE  
ASSETS OF POKERSTARS, et al.,

Defendants-in-rem.

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11 Civ. 2564 (LBS)

**AFFIDAVIT OF SERVICE**

STATE OF NEW YORK                )  
  ) ss.:  
COUNTY OF NEW YORK         )

Maryellen Kwasia, being duly sworn, deposes and says:

1. I am an intern employed by Trachtenberg, Rodes & Friedberg LLP, attorneys for Claimant. I am fully familiar with the facts herein.
2. I am over the age of eighteen; I am not a party to this action; and I reside in the city of New York, New York.
3. On June 4, 2012 I caused to be served upon the Blanca Claimants’ counsel a true copy of the Claimant Avoine – Servico De Consultadoria E Marketing, Lda’s First Set of Interrogatories to the Blanca Claimants and Claimant Avoine – Servico De Consultadoria E Marketing, Lda’s First Request for Documents to the Blanca Claimants, in each case dated June 4, 2012, of Avoine – Servico De Consultadoria E Marketing, Lda by Hand Delivery, securely enclosed in a properly-addressed envelope, at the address indicated below:

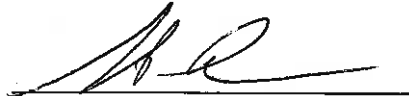
Jerry D. Bernstein  
Blank Rome LLP  
405 Lexington Avenue  
New York, NY 10174





Maryellen S. Kwasié

Sworn to before me this  
6<sup>th</sup> day of June, 2012.



Notary Public

**STEPHEN ARENA**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**Reg. No. 02AR6199101**  
**Qualified in New York County**  
**My Commission Expires March 2, 2013**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA, :  
 :  
 Plaintiff, :  
 :  
 v. :  
 :  
 POKERSTARS, et al.; : 11 Civ. 2564 (LBS)  
 :  
 Defendants; : **AFFIDAVIT OF SERVICE**  
 :  
 ALL RIGHTS, TITLE AND INTEREST IN THE :  
 ASSETS OF POKERSTARS, et al., :  
 :  
 Defendants-in-rem. :  
 :  

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X

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

Maryellen S. Kwasia, being duly sworn, deposes and says:

1. I am a paralegal employed by Trachtenberg, Rodes & Friedberg LLP, attorneys for Claimant. I am fully familiar with the facts herein.
  
2. I am over the age of eighteen; I am not a party to this action; and I reside in the city of New York, New York.
  
3. On June 5, 2012 I caused to be served upon All Counsel of Record a true copy of the Claimant Avoine – Servico De Consultadoria E Marketing, Lda’s First Set of Interrogatories to the Blanca Claimants and Claimant Avoine – Servico De Consultadoria E Marketing, Lda’s First Request for Documents to the Blanca Claimants, in each case dated June 4, 2012, of Avoine – Servico De Consultadoria E Marketing, Lda by First Class Mail, securely enclosed in a properly-addressed and postage-paid envelope, at the addresses indicated below:

David Angeli  
Angeli Law Group LLC  
121 SW Morrison Street, Suite 400  
Portland, OR 97204

**Michael Fred Bachner**  
**Bachner & Associates, P.C.**  
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Levitt & Kaizer  
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New York, NY 10038

**Michael Dennis Lockard**  
United States Attorney's Office, SDNY  
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Four Times Square, 42<sup>nd</sup> Floor  
New York, NY 10036



Maryellen S. Kwasi

Sworn to before me this  
6<sup>th</sup> day of June, 2012.



Notary Public

STEPHEN ARENA  
NOTARY PUBLIC-STATE OF NEW YORK  
Reg. No. 02AR8198101  
Qualified in New York County  
My Commission Expires March 2, 2013

**EXHIBIT B**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	X
	:	
Plaintiff,	:	
	:	
v.	:	<b>CLAIMANT AVOINE – SERVICIO</b>
	:	<b>DE CONSULTADORIA E</b>
POKERSTARS, et al.;	:	<b>MARKETING, LDA’S FIRST</b>
	:	<b>REQUEST FOR DOCUMENTS TO</b>
Defendants;	:	<b>THE BLANCA CLAIMANTS</b>
	:	
ALL RIGHTS, TITLE AND INTEREST IN THE	:	11 Civ. 2564 (LBS)
ASSETS OF POKERSTARS, et al.,	:	
	:	
Defendants-in-rem.	:	
	:	
	:	X

**PLEASE TAKE NOTICE** that, pursuant to Rule 34 of the Federal Rules of Civil Procedure, Rule 26.3 of the Local Rules of the Southern and Eastern Districts of New York, Claimants Blanca Games, Inc., SGS Systems Inc., Trust Services Ltd., Fiducia Exchange Ltd., Blue Water Services Ltd., and Absolute Entertainment, S.A. (collectively, the “Blanca Claimants”) are required to produce the following documents for inspection and/or copying to and at the offices of the undersigned counsel for Claimant Avoine – Servico de Consultadoria e Marketing, Lda (“Avoine”) within thirty (30) days of the date hereof.

**Definitions and Instructions**

1. The terms “communication,” “document,” “person,” “concerning,” “identify,” “parties,” “all/each” and “and/or” shall be given the broadest possible scope under Rule 26.3 of the Local Civil Rules of this Court.



2. The term “Avoine” shall refer to Avoine – Servico de Consultadoria e Marketing, Lda, as well as to each other person or entity who is or was an affiliate or representative of Avoine during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

3. The term “Madeira” shall refer to Madeira Fjord AS, as well as to each other person or entity who is or was an affiliate or representative of Madeira during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

4. The term “Blanca” shall refer to Blanca Games Inc., as well as to each other person or entity who is or was an affiliate or representative of Blanca during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

5. The term “SGS” shall refer to SGS Systems Inc. and/or SGS (BVD) Inc., as well as to each other person or entity who is or was an affiliate or representative of SGS during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

6. The term “AE” shall refer to Absolute Entertainment S.A., as well as to each other person or entity who is or was an affiliate or representative of AE during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

7. The term “Fiducia” shall refer to Fiducia Exchange Ltd., as well as to each other person or entity who is or was an affiliate or representative of Fiducia during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys’ employment, direction, and/or control.

8. The term "Momentum" shall refer to Momentum Technologies Inc., as well as to each other person or entity who is or was an affiliate or representative of Momentum during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

9. The term "Panora" shall refer to Panora Tech Belize Inc. and/or Panora Tech Korea, Inc., as well as to each other person or entity who is or was an affiliate or representative of Panora during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

10. The term "Tokwiro" shall refer to Tokwiro Enterprises ENRG and/or Joseph Tokwiro Norton, as well as to each other person or entity who is or was an affiliate or representative of Tokwiro during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on its behalf or under its direction and/or control during the relevant time period, including without limitation its present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys, and/or other professional personnel acting on its behalf or under its or its attorneys' employment, direction, and/or control.

11. The term “Janusz” shall refer to Robert Ronald Janusz, as well as to each other person or entity who is or was an affiliate or representative of Janusz during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on his behalf or under his direction and control during the relevant time period, including without limitation his present and former employees, partners, family members, agents, affiliates, accountants, attorneys, and/or other professional personnel acting on his behalf or under his or his attorneys’ employment, direction, and/or control.

12. The term “Additional Relevant Entities” shall refer to Flush Investments Limited Partnership, AZ Bay Holdings, Greencat Holdings Ltd, Innovative Data Solutions, S.A., e Prado Management, Inc., No Limit Advertising, Inc., Trigger Services Corporation, Worldwide Marketing Services Ltd., Blue Industrial Services Limited, Perpetual Blessings Ltd., Excapsa Inc., Quad Dimensions Co. Ltd, Nexon Co. Ltd, Universal Business Management Group and Merry Birds Sanctuary Global S.A. collectively, as well as to each other person or entity who is or was an affiliate or representative of any of the Additional Relevant Entities during the relevant time period, and to all other persons or entities acting, understood to act, or purporting to act on behalf or under direction and/or control any of the Additional Relevant Entities during the relevant time period, including without limitation present and former employees, partners, agents, affiliates, predecessors, successors, accountants, attorneys of any of the Additional Relevant Entities and/or other professional personnel acting on behalf of any of the Additional Relevant Entities or under any of the Additional Relevant Entities attorneys’ employment, direction, and/or control.

13. The term “Absolute Poker Entities” shall refer to Madeira, Avoine, Fiducia, Momentum, Panora, SGS, AE, and Tokwiro collectively.

14. The term "Absolute Poker" shall refer to the online poker enterprise operated through several companies, including certain of the Absolute Poker Entities, that have provided online poker play services through websites including AbsolutePoker.com.

15. The term "Forfeiture Action" shall refer to the above-captioned action initiated in the United States District Court for the Southern District of New York styled United States of America v. Pokerstars; Fulltilt Poker; Absolute Poker; Ultimate Bet; et al., Case No. 11 Civ. 2564 (LBS).

16. The term "Blanca Claim" shall refer to the Verified Claim of Blanca Games, Inc. dated March 29, 2012 (Docket No. 85) filed by the Blanca Claimants in connection with the Forfeiture Action.

17. Unless otherwise specified, the time period applicable to the following requests shall be January 1, 2005 to date, and shall include all documents and information which relate in whole or in part to such period, or to events or circumstances during such period, even if dated, prepared, generated or received prior to that period.

18. Please produce all responsive documents in your possession, custody or control, including any non-privileged documents within the possession, custody or control of any of your attorneys or other agents, and identify or otherwise indicate the source of all responsive documents. In addition, inasmuch as these requests are continuing in nature, please further produce all responsive documents that may subsequently be located or come into your or any of your agents' possession, custody or control.

19. In the event any claim of privilege or attorney work product doctrine is asserted with respect to any document responsive to any request herein, please furnish with the production identifying information as required by Rule 26.2 of the Local Civil Rules of

this Court, including but not limited to a list of any such items, setting forth for each such item the following:

- a. type of document (e.g., letter, memorandum, etc.);
- b. general subject matter;
- c. date;
- d. author;
- e. all recipients (including their relationship to the author); and,
- f. the nature and basis for withholding the item from production.

20. If any document requested herein is not produced in full, state with particularity the reason why it is not being produced in full, and describe with as much particularity as possible the portion(s) of the document that is not being produced.

21. If any document requested herein was formerly in your possession, custody or control and has been lost or destroyed, specify, if possible, the date on which the document(s) was lost or destroyed and, if destroyed: (i) the reasons for such destruction; (ii) how and when such document was destroyed; and (iii) the person(s) requesting and performing the destruction.

22. If any document responsive to any request, including, without limitation, any computer disk or audio or video tape, is not in reasonably usable form, please translate or convert it into reasonably usable form prior to producing it.

23. Where a request has been made that requires the production of an email communication, the email should be produced together with each document attachment as a single communication.

24. Electronically-stored documents must be produced either in their native format with all associated metadata, or as .tiff or .pdf image files along with a load file containing all associated metadata. Notwithstanding the foregoing, Excel spreadsheets must be produced in their native format with all associated metadata. Additionally, all other file types must also be produced in their native format with all associated metadata when reasonably necessary to enable the records to be reviewed. Electronically-stored documents must be produced in a manner that indicates the original filename, location (*e.g.*, pathname), and custodian of the document.

25. For technical drawings, CAD documents, circuit schematics, and other similar technical documents, where the technical content thereof can be shown in a readable and useable manner as an image file, such files may be produced in .tiff or .pdf format at a resolution where all information is readable. However, if it is later determined that such image files are not sufficiently readable or usable, then such files must be produced in their native format.

26. If the electronically-stored documents are text-searchable in their native format, then any production as .pdf image files must be in the form of text-searchable .pdf files, and any production as .tiff image files must be accompanied by load files that contain the extracted text that is searchable and that indicates the document breaks.

27. You are not obligated to convert a document that is not searchable in its native format to a searchable format before producing the document. However, to the extent that you convert otherwise non-searchable documents into a searchable format for use in a litigation document management system, you must produce the text-searchable versions of such documents.

28. For documents that are in paper form, such documents may be produced in paper form. However, to the extent that you create electronic copies of paper documents, the electronic versions of such documents must be produced as set forth above instead of, or in addition to, any paper documents.

29. Computerized information and electronic records that are produced must be readable with standard commercial software or must be accompanied by a description of the system from which they were derived sufficient to render such materials readable.

#### **Specific Requests**

1. All documents evidencing or concerning communication between any of the Blanca Claimants and any of the following persons or entities: SGS; Janusz; Avoine; Madeira; Tokwiro; Cookie Lazarus; Lazarus Charbonneau; Scott Tom; Hilt Tatum IV; Shane Blackford; Garen Gustafsen; Tom Wenz; Henry Stein; Schnader Harrison Segal & Lewis; David Chapman; Richard Borgner; Phil Tom; Hilt Tatum III; Brent Beckley; any of the Absolute Poker Entities; any of the investors in the Absolute Poker Entities; any of the Additional Relevant Entities (or any of their respective subsidiaries, affiliates or predecessors); concerning Absolute Poker.

2. All documents evidencing or concerning the acquisition by any of the Blanca Claimants of any interest in Absolute Poker or any of the Absolute Poker Entities, including but not limited to transaction documents, account statements, and financial reports.

3. All documents evidencing or concerning the purchase or other acquisition by any of the Blanca Claimants from any of the Absolute Poker Entities of any tangible or intangible property, property interest, or right to possess or use property, including without limitation any interest in any software, hardware, equipment, or



intellectual property related to Absolute Poker, including but not limited to transaction documents and documents evidencing or concerning communications related to such properties or property interests.

4. All documents constituting, evidencing, demonstrating or otherwise concerning the Blanca Claimants' ownership or other interest in the "assets of Claimant that have been restrained, seized or referenced in the Verified First Amended Complaint," as alleged on page 1 of the Blanca Claim.

5. All documents constituting, evidencing, demonstrating or otherwise concerning the Blanca Claimants' "legal and equitable ownership" of the "Domain Names and Blanca Games Accounts," including without limitation documents concerning the "lawful establishment of the Domain Names and accounts," as alleged on page 2 of the Blanca Claim.

6. All documents evidencing, referring to, or otherwise concerning any payments made or other consideration paid by (or on behalf of) any of the Blanca Claimants to (or for the benefit of) any of the Absolute Poker Entities, including without limitation payments relating to the acquisitions referred to in items 2 and 3 above and payments of licensing or use fees or royalties relating to property owned by any of the Absolute Poker Entities, including documents reflecting or concerning any communication relating to such payments.

7. All documents constituting or evidencing or otherwise concerning Avoine's and/or Madeira's security interest(s) in tangible and/or intangible property (including any intellectual property) used in the operation of Absolute Poker, including without limitation all documents reflecting or concerning any communication regarding such security interest(s).

8. All documents constituting or evidencing or otherwise concerning the corporate structure of Blanca and any of its parents, subsidiaries, affiliates or predecessors.

9. All documents constituting or evidencing or otherwise concerning the books and records of Blanca relating to Absolute Poker and/or any of the Absolute Poker Entities and any of their subsidiaries or affiliates.

10. All documents constituting or evidencing or otherwise concerning the amount, location and/or use of any revenue generated by Absolute Poker.

11. All documents sufficient to identify the owners, members, shareholders and/or investors of or in each of the Blanca Claimants.

12. . All documents constituting or evidencing or otherwise concerning dividends, distributions or other payments made to each of the owners, members, shareholders and/or investors in or of the Blanca Claimants that were derived from Absolute Poker.

13. All documents reflecting or concerning any communication between Stuart Gordon and anyone else concerning Absolute Poker or any of the Absolute Poker Entities.


14. All documents constituting or evidencing or otherwise concerning any basis for Blanca's assertion that it is authorized to act on behalf of Absolute Poker, SGS Systems, Inc., Trust Services Ltd., Fiducia Exchange Ltd., Blue Water Services Ltd. and Absolute Entertainment, S.A. as set forth in the Blanca Verified Claim.

15. All documents provided by the Blanca Claimants to any other party to this action, including to the plaintiff, whether provided before or after the commencement of the action.

16. All documents relied upon or reviewed in connection with the preparation of the Blanca Verified Claim.

Dated: New York, New York  
June 4, 2012

**TRACHTENBERG RODES & FRIEDBERG LLP**  
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All Other Counsel of Record

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,

Plaintiff,

v.

POKERSTARS, et al.;

Defendants;

ALL RIGHTS, TITLE AND INTEREST IN THE  
ASSETS OF POKERSTARS, et al.,

Defendants-in-rem.

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11 Civ. 2564 (LBS)

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CLAIMANT AVOINE - SERVICIO DE CONSULTADORIA E MARKETING,  
LDA'S FIRST REQUEST FOR DOCUMENTS TO THE BLANCA CLAIMANTS

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**TRACHTENBERG RODES & FRIEDBERG LLP**

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