

**ATTORNEY GENERAL
Department of Legal Affairs**

**ECONOMIC CRIMES
SUBPOENA DUCES TECUM**

CASE NO: L07-3-1145

TO: I.G.E. U.S. LLC

**In Care of its Registered Agent:
Corporation Service Co.
2711 Centerville Road, Suite 400
Wilmington, DE 19808**

This investigative Subpoena Duces Tecum is issued pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, in the course and authority of an official investigation. The general purpose and scope of this investigation, pursuant to Chapter 501, Part II, Florida Statutes, extends to possible unfair and deceptive trade practices which involve the advertising and marketing practices of the above-named recipient(s). Your attention is directed to Sections 501.204 and 501.206, Florida Statutes, printed on the reverse side of this document.

YOU ARE HEREBY COMMANDED to produce all documentary material and other tangible evidence as described herein, that is in your possession, custody or control, and to make it available for inspection and copying or reproduction before Senior Assistant Attorney General Eric B. Tilton, or any other Assistant Attorney General, on the 15th day of January, 2008, at 2:00 P.M., at DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL, 107 West Gaines Street, Suite 543, Tallahassee, Florida 32301, (850) 414-3300.

This subpoena may be complied with by delivering copies of all the requested materials, prior to the date set forth above, to the above set forth address for the Department of Legal Affairs.

The production of material in response to this demand shall include the following:

SEE "ATTACHMENT A@ (4 pages)

WITNESS, THE FLORIDA DEPARTMENT OF LEGAL AFFAIRS, at Tallahassee, Florida, this 17th day of December 2007.

**BILL McCOLLUM
ATTORNEY GENERAL**

ERIC B. TILTON
Senior Assistant Attorney General
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS
The Capitol, PL-01
Tallahassee, Florida 32399-1050
(850) 414-3300

501.204 Unlawful acts and practices.-

(1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

(2) It is the intent of the Legislature that, in construing subsection (1), due consideration and great weight shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to s. 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. s. 45(a)(1) as of July 1, 2006.

501.206 Investigative powers of enforcing authority.-

(1) If, by his or her own inquiry or as a result of complaints, the enforcing authority has reason to believe that a person has engaged in, or is engaging in, an act or practice that violates this part, he or she may administer oaths and affirmations, subpoena witnesses or matter, and collect evidence. Within 5 days, excluding weekends and legal holidays, after the service of a subpoena or at any time before the return date specified therein, whichever is longer, the party served may file in the circuit court in the county in which he or she resides or in which he or she transacts business and serve upon the enforcing authority a petition for an order modifying or setting aside the subpoena. The petitioner may raise any objection or privilege which would be available under this chapter or upon service of such subpoena in a civil action. The subpoena shall inform the party served of his or her rights under this subsection.

(2) If matter that the enforcing authority seeks to obtain by subpoena is located outside the state, the person subpoenaed may make it available to the enforcing authority or his or her representative to examine the matter at the place where it is located. The enforcing authority may designate representatives, including officials of the state in which the matter is located, to inspect the matter on his or her behalf, and he or she may respond to similar requests from officials of other states.

(3) Upon failure of a person without lawful excuse to obey a subpoena and upon reasonable notice to all persons affected, the enforcing authority may apply to the circuit court for an order compelling compliance.

(4) The enforcing authority may request that an individual who refuses to comply with a subpoena on the ground that testimony or matter may incriminate him or her be ordered by the court to provide the testimony or matter. Except in a prosecution for perjury, an individual who complies with a court order to provide testimony or matter after asserting a privilege against self-incrimination to which he or she is entitled by law shall not have the testimony or matter so provided, or evidence derived therefrom, received against him or her in any criminal investigation or proceeding.

(5) Any person upon whom a subpoena is served pursuant to this section shall comply with the terms thereof unless otherwise provided by order of the court. Any person who fails to appear with the intent to avoid, evade, or prevent compliance in whole or in part with any investigation under this part or who removes from any place, conceals, withholds, mutilates, alters, or destroys, or by any other means falsifies any documentary material in the possession, custody, or control of any person subject to any such subpoena, or knowingly conceals any relevant information with the intent to avoid, evade, or prevent compliance shall be liable for a civil penalty of not more than \$5,000, reasonable attorney's fees, and costs.

**ANY PERSON FAILING TO APPEAR WHEN REQUESTED WILL BE SUBJECT
TO LEGAL ACTION.**

ATTACHMENT "A"

DEFINITIONS

A. "You" or "your" means the party named in this subpoena, and its predecessors, successors, subsidiaries, parent, branches, departments, divisions, or affiliates of either of the foregoing companies, including, without limitation, any organization or entity in which you have management or controlling interests, together with all present and former directors, officers, employees, agents, representatives or any other persons acting, or purporting to act, on your behalf.

B. "Person" means, without limitation, any natural person, corporation, partnership, proprietorship, joint venture, association, government entity (including, without limitation, any governmental agency or political sub-division of any government), any group, or any other form of public or private business or legal entity.

C. "Document" shall mean each and every written, recorded, or graphic matter of any kind, type, nature, or description that is or has been in the possession, custody, or control of I.G.E, including, but not limited to, computer files, computer databases, computer printouts, correspondence, electronic mail, memoranda, minutes, agendas, tapes, stenographic or handwritten notes, written forms of any kind, charts, blueprints, drawings, specifications, diaries, letters, telegrams, photographs, minutes, contracts (including all exhibits thereto), agreements, reports, surveys, data compilations of any kind, teletypes, telexes, telegrams, facsimiles, invoices, order forms, checks, drafts, statements, receipts, credit memos, reports, summaries, books, ledgers, notebooks, schedules, transparencies, recordings, catalogs, advertisements, promotional materials, films, video tapes, audio tapes, brochures, pamphlets, transcripts, manuals, graphs, estimates, tabulations, logs, charts, books of account, financial statements, purchase orders, or any written or recorded materials of any other kind, however stored, recorded, produced, or reproduced, and also including, but not limited to, drafts or copies of any of the foregoing that contain any notes, comments, or markings of any kind not found on the original documents or that are not otherwise not identical to the original documents. The term "document" shall include data stored, maintained or organized on computer or any other way electronically or magnetically.

D. In addition, the term "document" also includes "electronic data," which means the original and any non-identical copies of mechanical, facsimile, electronic, magnetic, digital, or other programs (whether private, commercial, or work-in-progress), programming notes, instructions, comments or remarks, program change logs and activity listings of electronic mail receipts and/or transmittals; output resulting from the use of any software program, including word processing documents, spreadsheets, database files, charts, graphs and outlines, electronic mail, operating systems, source codes of all types, programming languages, linkers and compilers, peripheral drivers, PRF files, batch files, ASCII files, and any miscellaneous files and/or file fragments, regardless of the media on which they reside and regardless of whether said electronic data consists in an active, deleted file or file fragment. Electronic data includes any items stored on

computer memories or computer chips, including, but not limited to, internal or external hard drives, servers, DVDs, CDs, flash drives, and their equivalent, or in any other vehicle for digital data storage and/or transmittal. The term electronic data also includes the file, folder tabs, and/or containers and labels appended to or associated with, any physical storage device associated with each original and/or copy. Electronic data also includes all Electronic Bulletin Board Services, including all levels of access, sub-boards, conferences and all information contained therein.

E. The term “any” shall be construed as synonymous with every and shall be all inclusive.

F. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the request all responses that might otherwise be construed to be outside of its scope.

G. “World of Warcraft®” means the online computer generated game, or massively multiplayer online role playing game (MMORPG), which was created by Blizzard Entertainment in 2004.

H. “IGE” means, both individually and collectively [to the extent relevant to each particular request], the companies: IGE U.S., LLC, the Delaware corporation, (“IGE US”), “Affinity Media Holdings, LLC”, the successor company to IGE US (“Affinity”), and Internet Gaming Entertainment, Ltd., the foreign corporation with its principal place of business in Hong Kong, China (“IGE Ltd.”), as well as their respective predecessors, successors, subsidiaries, parents, branches, departments, divisions, or affiliates, including, without limitation, any organization or entity in which IGE has management or controlling interests, together with all present and former directors, officers, employees, agents, representatives or any other persons acting, or purporting to act, on behalf of IGE.

INSTRUCTIONS

- A. The documents to be produced pursuant to each request should be segregated and specifically identified to indicate clearly the particular numbered request to which they are responsive.
- B. For each request, or part thereof, which is not fully responded to pursuant to any privilege, the nature of the privilege and grounds in support thereof should be fully stated.
- C. If you possess, control, or have custody of no documents responsive to any numbered request set forth below, state this fact by so specifying in your response to said request.

- D. The use of the singular form of a word includes the plural and vice versa. In addition, the use of any tense of any verb includes all other tenses of the verb.
- E. Unless otherwise specified, original documents must be produced. If your "original" is a photocopy, then the photocopy would be and should be produced as the original. Said copy shall be legible and bound or stapled in the same manner as the original.
- F. This subpoena is for the production of all responsive documents and information in your possession, custody or control regardless of whether such documents or information is possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, investigators, or by your attorneys or their agents, employees, representatives or investigators.
- G. If any responsive document or information cannot be produced in full, you are to produce it to the extent possible, indicating which document, or portion of that document, is being withheld, and the reason that document is being withheld.
- H. Documents not otherwise responsive to this subpoena shall be produced if such documents mention, discuss, refer to, or explain the documents that are called for by this subpoena, or if such documents are attached to documents called for by the subpoena and constitute routing slips, transmittal memoranda, or letters, comments, evaluations or similar materials.
- I. If a document once existed and has subsequently been lost, destroyed, or is otherwise missing, please provide sufficient information to identify the document and state the details concerning its loss or destruction.
- J. Unless a different period is specified, this Subpoena relates to the period January 1, 2004, to the date of your complete response thereto. Responsive documents include those which were prepared, sent, dated, received, in effect, or otherwise came into existence at any time on or after January 1, 2004.
- K. When any document responsive to a request is withheld from production for any reason, state the following with respect to each such document:
- (1) The title of the document;
 - (2) The name of the author of the document and its date of preparation;
 - (3) The subject matter of the document;
 - (4) The name of the custodian of the original of the document and the name of the custodian of any copies of the document; and
 - (5) The basis upon which the document is being withheld.

WHEREFORE YOU ARE HEREBY COMMANDED TO PRODUCE:

The Request is for documents created or available during the period January 1, 2004, until the date of your response.

Produce any and all documents referring or relating to the following subject matters:

1. All documents, including directories and organizational charts, sufficient to show the organization or inter-relation of each division, department, unit or subdivision of your company and all management personnel in your company who had any responsibility with respect to the distribution, marketing, promotion, pricing or sale of World of Warcraft® gold, including, without limitation, officers, directors, managers, supervisors, team leaders and committee chairs.
2. Documents sufficient to show the organization, corporate structure and function of IGE.
3. Documents showing IGE Ltd's exercise of control over, or ownership of, IGE US or Affinity Media.
4. Documents showing IGE US or Affinity Media's exercise of control over, or ownership of, IGE Ltd.
5. Documents showing IGE Ltd's involvement in the development, manufacture, distribution, marketing and sales of the products, goods, virtual goods, virtual currency or services marketed and sold by IGE US or Affinity Media.
6. Documents showing IGE Ltd's contacts or communications with either IGE US or Affinity Media, or their affiliates relating to World of Warcraft® or the sale of World of Warcraft® gold.
7. Documents showing IGE's contacts with the State of Florida, including, but not limited to, business or commercial relationships with Florida businesses or consumers and offices of subsidiaries where IGE employees have been located.
8. Documents showing IGE's financial relationships and contacts with U.S.-based commercial enterprises involving:
 - a) the sales of IGE's products or services, including but not limited to the sale of the World of Warcraft® gold to consumers in the State of Florida;
 - b) Visa;
 - c) Mastercard;

d) PayPal; and

e) and any commercial banks, lenders or other financial enterprises.

9. For each present or former officer, director, employee or agent of your company involved at a managerial level in the distribution, marketing, promotion, pricing or sale of any of IGE's products relating to the World of Warcraft®, all documents describing, evidencing, referring or relating to appointments and meetings conducted in the State of Florida, including, but not limited to, the personal and company copy of all electronic or manual diaries, calendars, pocket calendars, calendar pads, appointment books or appointment notes; the personal and company copy of all trip and travel logs, records and supporting documents; the personal and company copy of all expense, reimbursement or entertainment records and supporting documents; the personal and company copy of all telephone number logs, directories, notebooks, card files (such as Rolodex cards) or memoranda; all long distance or cellular telephone bills, statements and records and supporting documents recording or relating to long distance or cellular telephone calls by such employees.

10. All documents that comprise, evidence, refer or relate to any agreement or understanding, formal or informal, or any joint actions or activities, between or among you or and any other U.S.-based company, concerning the development, production, manufacture, distribution, marketing, promotion, pricing and/or sale of products or services relating to World of Warcraft® which were marketed and/or sold to Florida consumers, including but not limited to the World of Warcraft® gold.

11. All documents that comprise, evidence, refer, or relate to any representations, whether written or oral, through print or other media, to Florida consumers of products sold by IGE relating to the World of Warcraft®.

12. All documents prepared by you, or a third party, that analyze, evaluate or summarize information referring or relating to the costs, development, production, manufacture, distribution, marketing, promotion, pricing or sale of products or services relating to the World of Warcraft® marketed and/or sold to Florida consumers, including, without limitation, documents referring or relating to sales volumes, profitability, competition, market share, or competitive position.

13. All documents and records of the marketing, distribution and sales of products or services relating to the World of Warcraft® sold to Florida consumers by you or any affiliate entity including customer invoices, activity reports, sales call notes or transaction records, and any other periodic sales reports or summaries that identify the names and addresses of Florida-based customers, and the prices, quantities, purchase volumes and price discounts provided to such customers.

14. All documents that comprise, evidence, refer, or relate to inquiries, complaints, claims or communications relating to any actual, proposed, or prospective price(s), price change(s), or term(s) or condition(s) of purchase of any products or services relating to

the World of Warcraft® marketed and/or sold to Florida consumers, and any response thereto.

15. Documents sufficient to identify the following with respect to all World of Warcraft® accounts maintained by IGE and/or its agents or affiliates at any time:

a. the IP addresses (Proxy/VPN services) that were used to create all such World of Warcraft® accounts;

b. all World of Warcraft® accounts owned or used by IGE as part of its business operations;

c. the IP addresses (Proxy/VPN services) that were used to log into the World of Warcraft® to distribute products sold by IGE;

d. all World of Warcraft® accounts currently listed for sale on any website owned or controlled by IGE and/or its agents or affiliates;

e. all World of Warcraft® accounts sold at any time on any website owned or controlled by IGE and/or its agents or affiliates;

f. all World of Warcraft® accounts which have been power-leveled at any time through any website owned or controlled by IGE and/or its agents or affiliates;

16. Documents sufficient to show all websites owned or controlled by IGE and/or its agents or affiliates at any time.