

Exhibit C

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9 CRISPIN LEYSER

DISTRICT COURT

CLARK COUNTY, NEVADA

10 BRUCE CRISPIN LEYSER, an Individual,)
11)
12 Plaintiff,)
13 v.)
14)
15 JAMIE MILES GOLD, an Individual,)
16 DOE INDIVIDUALS ONE THROUGH 10)
17 INCLUSIVE; ROE CORPORATIONS ONE)
18 THROUGH 10 INCLUSIVE.)
19 Defendants.)

A526845

Case Number:

Dept. Number: *II*

ARBITRATION EXEMPT
INJUNCTIVE RELIEF REQUESTED

VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES

Plaintiffs allege as follows:

THE PARTIES

1. Plaintiff CRISPIN LEYSER¹ is and was at all times relevant a resident of Los Angeles, California;
2. JAMIE MILES GOLD, is and at all times relevant a resident of Malibu, California;

¹

Plaintiff's full name is Bruce Crispin Leyser; however, he is commonly referred to as Crispin Leyser and will be referred to as such herein.

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3. That the true names, identities or capacities, whether individual, corporate, associate or otherwise of the Defendants DOES I through X, and ROES I through X, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and does believe, and thereupon alleges, that each of the Defendants designated herein as DOE and/or ROE are responsible in some manner for the events and happenings herein referred to; that Plaintiffs will ask leave of this Court to amend this Complaint to insert the true names and capacities of said Defendants DOES I through X and/or ROES I through X when same have been ascertained by Plaintiffs, together with appropriate charging allegations, and to join Defendants in this action;

4. That at all times herein mentioned, Defendants, DOES I through X, and/or ROE CORPORATIONS I through X, inclusive, were the agents, partners, servants, employees, contractors, and investors of Defendants, and each of them were acting within the course and scope of their agency, employment, contract or investor relationship;

JURISDICTION AND VENUE

5. This Court has jurisdiction in this matter in that the causes of action arising herein occurred within the State of Nevada, County of Clark, and the amount in controversy is in excess of \$10,000.00;

FACTS COMMON TO ALL CLAIMS

- 6. Plaintiff Leyser met Defendant Gold in July of 2006, in Las Vegas, Nevada;
- 7. Both Plaintiff and Defendant are in the television entertainment industry, among other activities, and had common interests;
- 8. Defendant informed Plaintiff that he had funding to produce a television show and was interested in developing a concept for a new television show;
- 9. Plaintiff is a television development executive and is experienced in developing

- 1 television shows;
- 2 10. Plaintiff and Defendant began to develop a relationship as a result of their desires to
- 3 produce a television show;
- 4 11. Another common interest of both Plaintiff and Defendant are that they are both
- 5 poker players;
- 6 12. During Plaintiff and Defendant's efforts to develop a concept for a television show
- 7 Defendant informed Plaintiff that he had a contract with "Bodog" a gambling
- 8 company whereby "Bodog" was offering Defendant a seat in the 2006 World Series
- 9 of Poker main event provided that Defendant secured some celebrities to wear their
- 10 clothing during the World Series of Poker main event;
- 11 13. Defendant, aware that Plaintiff had friendship with some entertainment celebrities,
- 12 entered into an agreement with Plaintiff whereby Plaintiff would secure some
- 13 celebrity figures for "Bodog" and Plaintiff and Defendant would "share" the seat in
- 14 the World Series of Poker main event. Being that there was only one seat being
- 15 offered by "Bodog", Plaintiff and Defendant agreed that whoever played in the seat
- 16 at the World Series of Poker main event would split any winnings equally with the
- 17 other. Defendant stated that Plaintiff would likely be the participant to play in the
- 18 poker tournament and Defendant would then receive half of any winnings.
- 19 Defendant made that statement while advising Plaintiff that he had prior work
- 20 commitments during the same time frame of the World Series of Poker main event.
- 21 This agreement was reached weeks prior to the World Series of Poker main event
- 22 commencing. The agreement was reached in Las Vegas, Nevada;
- 23 14. Thereafter, Plaintiff fulfilled his part of the agreement and secured two celebrities to
- 24 wear "Bodog" clothing during the World Series of Poker main event. Those
- 25 celebrities were Matthew Lillard, who among many other roles recently played
- 26 Shaggy in the Scooby Doo movies, as well as Dax Shepard who is a comedian and
- 27 performed regularly on the popular television show Punk'd;
- 28

- 1 15. Thereafter, Defendant approached Plaintiff and informed him that "Bodog" was
- 2 insisting that Defendant be the playing participant in the World Series of Poker main
- 3 event. Plaintiff expressed his disappointment that he would not be the playing
- 4 participant and Defendant responded by confirming that Plaintiff would still receive
- 5 his 50% interest in any winnings of Defendant, and therefore he should not be
- 6 disappointed;
- 7 16. Plaintiff expressed his disappointment because it was anticipated that there would be
- 8 over 8,000 participants in the World Series of Poker main event and therefore the
- 9 value of his 50% interest was unknown;
- 10 17. The World Series of Poker main event started on July 28, 2006, and there were
- 11 8,773 entrants;
- 12 18. Defendant played the parties "shared" seat in the tournament;
- 13 19. The tournament spanned over a two week period of time;
- 14 20. Defendant was successful in the tournament gaining a substantial chip lead during
- 15 the early part of the tournament;
- 16 21. Defendant made it to the final table of the tournament and had the chip lead on
- 17 August 10, 2006, when the tournament re-commenced at 2:00pm;
- 18 22. On August 10, 2006, at or around 10:52 a.m. Defendant left a telephone message for
- 19 Plaintiff wherein he stated "Hey, it's Jamie, thank you for your message. I slept
- 20 pretty well so we should be fine. I have a real good plan on what to do for today.
- 21 Thank you for all your help. I wanted to let you know about the money. You're
- 22 obviously very well protected, everything will be fine but nothing's going to happen
- 23 today, that's for sure. I have the best tax attorneys and the best minds in the business
- 24 working for me from New York and LA and what we're probably going to do is set
- 25 up a Nevada Corporation and it's going to...I have to pay out of the corporation. I
- 26 can't just pay out personally because I could get nailed. So it might take a few days
- 27 so please be patient. I promise you - you can keep this recording on my word -
- 28 there's no possible way you're not going to get you're half....after taxes. So please

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just be with me. I can't imagine you're going to have a problem with it. I just don't want any stress about any money or any of that shit going on today, or even after the end of the day. I'm sure you're going to be fine; you're going to be very well taken care of, absolutely fairly. We're just trying to handle this properly and after now I don't even want to talk about it or think about it. But please just trust me. You've trusted me the whole way, you can trust me a little bit more. I promise you there's no way anybody will go anywhere with your money. It's your money. Alright, I send you love, thank you for your support....";

23. The tournament ended on August 11, 2006, with the winner's prize of \$12,000,000;

24. Plaintiff has made demand for his \$6,000,000, 50% of the \$12,000,000, and

Defendant now refuses to provide Plaintiff with his \$6,000,000;

25. Defendant refuses to direct the Rio Hotel and Casino to pay Plaintiff his 50% of the \$12,000,000;

26. On information and belief as of the time that this Complaint is filed the \$12,000,000 is still in the possession of the Rio Hotel and Casino;

FIRST CAUSE OF ACTION

INJUNCTIVE RELIEF

27. Plaintiff repeats and re-alleges each and every allegation contained above and incorporates the same herein by reference;

28. Defendant's breach of the above stated agreement has caused and will continue to cause the Plaintiff irreparable harm;

29. Plaintiff has a right to his 50% interest in the \$12,000,000 and there will be adverse tax consequences in the event that Defendant obtains the full \$12,000,000 without executing a tax form 5754 and directing the Rio Hotel and Casino to pay Plaintiff his 50% and provide Plaintiff with his own W-2G tax form;

30. Plaintiff will also be irreparably harmed if Defendant obtains the full \$12,000,000 from the Rio Hotel and Casino as Defendant is a gambler and there is the possibility that he will dispose of the funds;

- 1 31. According to the telephone message left by Defendant for Plaintiff it may be
2 Defendant's desire to divert the funds at issue into a business or corporate entity and
3 Plaintiff could then lose his ability to collect the funds that he is lawfully entitled to;
4 32. Consequently, Plaintiff is entitled to a permanent and mandatory injunction ordering
5 the Defendant, and/or any person who possesses the funds at issue, to take no further
6 action over \$6,000,000, Plaintiff's 50% of the \$12,000,000. Plaintiff requests that
7 the Honorable Court exercise its equitable power to check immediate, irreparable
8 harm, by a Temporary Restraining Order and Preliminary Injunction to prevent, until
9 the litigation is concluded or until such other order of the Court, the Defendant or
10 any other person or entity from transferring \$6,000,000 of the funds at issue from
11 the Rio Hotel and Casino (or Rio's subsidiary or parent corporation) to any
12 person/entity other than Plaintiff;
13 33. Plaintiff has been forced to retain the services of an attorney to prosecute this matter
14 and is entitled to recover reasonable costs and attorneys fees incurred herein as
15 special damages;

16 **SECOND CAUSE OF ACTION**

17 **BREACH OF CONTRACT**

- 18 34. Plaintiff repeats and re-alleges each and every allegation contained above and
19 incorporates the same herein by reference;
20 35. Defendant Gold formed a binding contract with Plaintiff wherein it was agreed that
21 the playing participant in the World Series of Poker main event would provide the
22 non-playing participant with 50% of any winnings;
23 36. Defendant Gold was the playing participant and Plaintiff was the non-playing
24 participant that was entitled to receive 50% of any winnings;
25 37. Defendant Gold won the top prize of \$12,000,000 and is contractually obligated to
26 pay provide Plaintiff his 50% of said \$12,000,000;
27 38. Plaintiff has satisfied all of his requirements under the contract;
28 39. Defendant has breached the agreement by refusing to provide Plaintiff his money

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and by refusing to direct the Rio Hotel and Casino to provide Plaintiff with his \$6,000,000;

40. As a result of Defendant's breach the Plaintiff has suffered general and special damages in an amount that exceeds \$10,000;

41. Plaintiff has been required to obtain the services of an attorney to prosecute this action, and therefore he is entitled attorney's fees and costs of suit;

THIRD CAUSE OF ACTION

MISREPRESENTATION

42. Plaintiff repeats and re-alleges each and every allegation contained above and incorporates the same herein by reference;

43. Defendant Gold represented that Plaintiff would receive 50% of any winnings from the seat played by Defendant at the World Series of Poker main event;

44. At the time that these representations were made to Plaintiff, Defendant either knew or should have known the policy of those representations, that Plaintiff was relying upon those representations, and that Plaintiff would suffer damages as a result of those misrepresentations;

45. As a direct and proximate result of the conduct and action of Defendant, as fully set forth hereinabove, Plaintiff has suffered general and special damages in an amount in excess of Ten Thousand Dollars, the exact amount to be proven at the time of trial, plus costs of litigating in this matter;

46. As a further result of Defendants willful conduct, as set forth hereinabove, Plaintiff has suffered general and special damages and Plaintiff seeks punitive damages in an amount in excess of Ten Thousand Dollars (\$10,000.00);

47. Plaintiff has been required to obtain the services of an attorney to prosecute this action, and is therefore entitled to attorney's fees and costs of suit;

FOURTH CAUSE OF ACTION

FRAUD

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48. Plaintiff repeats and re-alleges each and every allegation contained above and incorporates the same herein by reference;

49. Defendant promised that Plaintiff would receive 50% of any winnings of the seat played by Defendant at the World Series of Poker main event;

50. At the time of entering into the Agreement with Plaintiff, Defendant Gold had no intention of paying the agreed upon amount;

51. Defendant made these misrepresentations to Plaintiff with the intent that he rely upon them and, at the time the representations were made, Defendant Gold, either knew of their falsity or made them recklessly without regard to their truth or falsity;

52. At all material times, Plaintiff was ignorant of the falsity of the representations;

53. The representations were a material factor in Plaintiff's decision to contract with Defendant;

54. Plaintiff would not have agreed to acquire the celebrities that he acquired to wear the Bodog clothing, but for the false representations of Defendant;

55. Plaintiff had a right to rely on Defendant's representations and, as a result of Plaintiff's actual reliance, he has suffered general and special damages in an amount in excess of Ten Thousand Dollars (\$10,000.00);

56. Defendant's conduct was wanton and willful and an award of punitive damages is justified to deter similar conduct in the future;

57. Plaintiff has been required to obtain the services of an attorney to prosecute this action, and is therefore entitled to attorney's fees and costs of suit;

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FIFTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

58. Plaintiff repeats and re-alleges each and every allegation contained above and incorporates the same herein by reference;

59. At the times in which Defendant took or performed the acts as aforementioned or deliberately failed to meet his obligations, the Defendant knew that if Plaintiff learned of the acts or omissions as aforementioned, that he would suffer emotional distress and harm because of Defendant's acts and/or omissions;

60. The Defendant performed or engaged in the acts as aforementioned with the intent to ultimately cause mental distress and harm to Plaintiff and such acts and/or omissions as performed or engaged in were and are sufficiently outrageous as to have caused Plaintiff severe emotional distress. In engaging or performing the acts as aforementioned, Defendant acted outrageously, beyond reasonable and prudent decency, and with the intent to cause emotional harm and therefore Plaintiff is entitled to general, special, and punitive damages in an amount in excess of Ten Thousand Dollars (\$10,000.00);

61. By virtue of the foregoing, Plaintiffs have been required to retain legal counsel to prosecute this Complaint and have thereby incurred and will continue to incur Attorney's fees and attendant litigation costs in an amount to be proven at trial, which Attorney's fees and attendant litigation costs should be borne by Defendants, and each of them;

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SIXTH CAUSE OF ACTION

UNJUST ENRICHMENT

62. Plaintiff repeats and re-alleges each and every allegation contained above and incorporates the same herein by reference;

63. Defendant will be unjustly enriched to the detriment of the Plaintiff if he is not required to pay the amount of \$6,000,000 to Plaintiff;

64. By virtue of the foregoing, Plaintiff has been required to retain legal counsel to prosecute this Complaint and has thereby incurred and will continue to incur Attorney's fees and attendant litigation costs in an amount to be proven at trial, which Attorney's fees and attendant litigation costs should be borne by Defendant, and each of them;

WHEREFORE, Plaintiffs pray for judgment as follows:

1. For compensatory damages in excess of Ten Thousand Dollars;
2. For punitive damages in excess of Ten Thousand Dollars;
3. For Injunctive Relief;
4. For reasonable attorney's fees;

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- 5. For costs of suit incurred herein; and
 - 6. For such other and further relief as the Court may deem proper;
- Dated this 21st day of August, 2006.

Respectfully submitted,

CHESNOFF & SCHONFELD

By 

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