

1 DAVID Z. CHESNOFF, ESQ.
Nevada Bar No. 2292
2 RICHARD A. SCHONFELD, ESQ.
Nevada Bar No. 6815
3 CHESNOFF & SCHONFELD
4 520 South Fourth Street
Las Vegas, Nevada 89101
5

6 WALTER CANNON, ESQ.
Nevada Bar No. 1505
7 RAWLINGS, OLSON, CANNON, GORMLEY & DESRUISSEAU
9950 West Cheyenne Avenue
8 Las Vegas, Nevada 89129

9 Attorneys for Plaintiff
10 CRISPIN LEYSER

11 UNITED STATES DISTRICT COURT

12 DISTRICT OF NEVADA

13 BRUCE CRISPIN LEYSER, an Individual,)
14)

15)
16 Plaintiff,)

Case Number: 2:06-CV-01072(RLH)

17 v.)

18 JAMIE MILES GOLD, an Individual,)
19 DOE INDIVIDUALS ONE THROUGH 10)
INCLUSIVE; ROE CORPORATIONS ONE)
20 THROUGH 10 INCLUSIVE.)

21 Defendants.)
22)

23 **RESPONSE TO DEFENDANT'S MOTION TO DISSOLVE PRELIMINARY**
24 **INJUNCTION**

25 COMES NOW, Plaintiff, Bruce Crispin Leyser, by and through his counsel, DAVID Z.
26 CHESNOFF, ESQ., and RICHARD A. SCHONFELD, ESQ., of the Law Offices of CHESNOFF
27 & SCHONFELD, and WALTER CANNON, ESQ., of the Law Offices of RAWLINGS, OLSON,
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CANNON, GORMLEY & DESRUISSEAU, and hereby submits his Response to Defendant's Motion to Dissolve Preliminary Injunction.

This Opposition is made and based upon the papers and pleadings on file herein, the attached Memorandum of Points and Authorities, the attached Exhibits, and any oral argument and evidence which may be presented.

DATED this 15th day of December, 2006.

Respectfully submitted,

CHESNOFF & SCHONFELD

By: 

DAVID Z. CHESNOFF, ESQ.
Nevada Bar #2292
RICHARD A. SCHONFELD, ESQ.
Nevada Bar #6815
520 S. Fourth Street
Las Vegas, Nevada 89101
(702) 384-5563

WALTER CANNON, ESQ.
Nevada Bar No. 1505
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129

Attorneys for Plaintiff

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

MEMORANDUM OF POINTS AND AUTHORITIES

I

STATEMENT OF THE CASE AND FACTS

A. DEFENDANT’S CLAIMS ARE FALSE AND UNSUPPORTED BY THE RECORD:

Defendant’s overall claim is that, while admitting that there was an agreement between Plaintiff and Defendant whereby Plaintiff would receive half of his World Series of Poker Tournament winnings, there was no consideration for the agreement. See Defendant’s Motion p. 2. Defendant claims it was a promise to make a gift; however, his assertion is belied by the record. Defendant claims that he reneged on his agreement with Crispin as a result of Crispin filing the instant litigation. What Defendant does not inform this Honorable Court is that the instant litigation was commenced on the very morning that Defendant had attempted to cause the RIO Hotel and Casino to wire transfer all of the winnings to an unknown account of Jamie Gold. See Exhibit A, Deposition transcript of Jamie Gold November 30, 2006, p. 97. Accordingly, absent the Temporary Restraining Order that was issued on August 21, 2006, Crispin Leyser would have already suffered the irreparable harm that Defendant continues to attempt to cause.

Defendant’s next claim is that Plaintiff was “unreasonable” because he would not agree to allow Defendant to reduce the amount of money owed to Plaintiff for tax purposes. Again, this claim is without merit. Attached hereto as Exhibit B, is an opinion letter from Michael Kern of the well known Las Vegas accounting firm of Piercy, Bowler, Taylor and Kern, which clearly states that Crispin and the Defendant should have gone to the Casino cage and each collected their equal share while completing IRS Form 5754.

The only truthful assertion in Defendant’s Motion is that “Gold no longer intends to share his winnings”. Defendant’s Motion p. 2, lines 25-26.

LAW OFFICES
CHESNOFF & SCHONFELD
 AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
 520 SOUTH FOURTH STREET
 LAS VEGAS, NEVADA 89101-6593
 AREA CODE 702 • 384-5563

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Defendant claims that he entered into an exclusive client services agreement with
2 Riptown.com on behalf of Bodog, on July 13, 2006. See Motion p. 3. Defendant further claims
3 that he was offered a free seat in the 2006 World Series of Poker Main event as a result of his
4 “poker skills and prior tournament wins”. See Motion p. 3. Defendant claims that he was not
5 required to obtain celebrities for the Bodog team in exchange for his seat in the World Series of
6 Poker in light of the “contract” that he entered into with Bodog.
7

8 What Defendant does not inform this Court is that the “contract” is not signed by Bodog,
9 and that Defendant testified it was possible that he did not sign the contract until long after July 13,
10 2006, and he backdated his signature. Exhibit A, p. 28. Moreover, when asked if he has ever seen
11 this “contract” signed by a representative of Bodog, he could not recall. Exhibit A, p. 24.
12

13 Another false claim by Defendant is that Plaintiff did not want to provide the dealers their
14 customary tip. Motion p. 7. To the contrary, Defendant admitted at his deposition that Plaintiff
15 agreed to share in the tip of the dealers and even agreed to provide the Bodog representative with a
16 tip. Exhibit A, p. 81-82.
17

18 Below, Plaintiff will outline Defendant’s Deposition testimony which undermines all
19 claims made by Defendant in his Motion.

20 **B. TESTIMONY OF JAMIE GOLD ON NOVEMBER 30, 2006:**

21 Jamie Gold, the self proclaimed Kobe Bryant of the poker industry, had vast difficulty
22 remembering any specifics at the time of his deposition.
23

24 Defendant is presently employed by Buzznation a television production company. Exhibit
25 A, p. 6. The Defendant is the head of one of the divisions, which is the production division.
26 Exhibit A, p. 6. The Defendant “believes” that Buzznation is a corporation and he is not sure if he
27 is a stockholder. Exhibit A, p. 7. The company started approximately a year ago. Exhibit A, p. 8.
28

1 There are no full time employees of Buzznation, they employ entirely work for hire staff. Exhibit
2 A, p. 9. The Defendant now believes himself to be a professional card player; however, prior to
3 winning the 2006 World Series of Poker Main event he considered himself an amateur. Exhibit A,
4 p. 11-12.

5
6 Contrary to Defendant's claim that Bodog was interested in him because of his tournament
7 wins, Defendant testified that he had only won local Los Angeles daily tournaments, with the
8 exception of one tournament wherein he earned less than \$50,000. Exhibit A, p. 13-14. He further
9 confirmed that at the time he won those tournaments he "was an amateur in (his) mind". Exhibit
10 A, p. 12.

11
12 Defendant then testified that he had a contract with Bodog that is not signed by Bodog,
13 which is dated July 13, 2006, by the Defendant. The Defendant admitted that it could have been as
14 late as July 28, 2006, when he signed the Bodog document and he backdated the signature. Exhibit
15 A, p. 28-29. This testimony directly contradicts the Affidavit signed by Defendant wherein he
16 claimed that he entered into a written contract with Bodog on July 13, 2006. When asked if he has
17 ever seen this "contract" signed by a representative of Bodog, he could not recall. Exhibit A, p. 24.
18 Similarly, Defendant could not recall if he instructed his poker agent to contact Crispin Leyser to
19 obtain a copy of the contract, nor could he recall if he possessed a copy of the contract at anytime
20 during the poker tournament. Exhibit A, p. 24-25¹. At the time of Defendant's deposition, he
21 claimed that he was not required to secure any celebrities in order to get his contract with Bodog.
22 Exhibit A, p. 33.

23
24
25
26 ¹
27 Chris Porter contacted Plaintiff via telephone message asking for a copy of the contract that
28 was entered into by Matthew Lillard, as it was the same "contract" that Defendant entered
into with Bodog.

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 Defendant testified that he met Crispin Leyser about a month before the tournament.
2 Exhibit A, p. 35. In fact, he first met Crispin's wife, Jules, during a World Series of Poker event at
3 the Rio in early July of 2006. Exhibit A, p. 35-36. The tournament that Defendant and Jules were
4 playing was a \$5,000 buy-in tournament. Exhibit A, p. 36. Defendant informed Jules that he had
5 "backers" in the past who provided him with money to enter into poker tournaments. Exhibit A, p.
6 36. He specifically mentioned an individual named Eric. Exhibit A, p. 36. In fact, Defendant
7 promised Eric 10 percent of his 2006 World Series of Poker Main Event Tournament winnings as a
8 result of his prior dealings with Eric. Exhibit A, p. 36. To date, Eric has only been paid between
9 \$100,000 and \$200,000 of what Defendant "promised" him. Exhibit A, p. 37. Defendant could
10 not remember the exact amount of money that has been provided to Eric. Exhibit A, p. 37.
11 Defendant then testified that he has received \$6,000,000 of the tournament winnings and he
12 estimated that he still had \$5,500,000. Exhibit A, p. 39.

13 After meeting Jules at the poker table, Defendant met Crispin and they went for dinner.
14 Exhibit A, p. 39. After dinner, the trio went to the poker tables at the Wynn. Exhibit A, p. 40.
15 Defendant and Crispin had also discussed television business and producing a television show.
16 Exhibit A, p. 40-41. Defendant was under a deadline to produce a television production. Exhibit
17 A, p. 41. Defendant was stressed about the fact that he had this deadline and also wanted to play in
18 the World Series of Poker Main Event. Exhibit A, p. 42. Defendant and Plaintiff had numerous
19 conversations thereafter. Exhibit A, p. 42.

20 Defendant then claimed that although he did not remember having a telephone conversation
21 with Crispin and/or Jules wherein a discussion was had relative to obtaining a seat sponsored by
22 Bodog/Riptown in the World Series of Poker Main Event in exchange for celebrities being
23 produced, he did remember trying to do whatever he could for Crispin to try to get him a seat in the
24
25
26
27
28

1 tournament. Defendant claimed that Crispin could not afford a seat in the tournament;
 2 notwithstanding, that Crispin's wife had been playing in multiple tournaments prior to the main
 3 event, and also played in the main event. Exhibit A, p. 43. Defendant admitted that he told
 4 Crispin that Bodog was looking for celebrities for their poker team. Exhibit A, p. 44. Defendant
 5 further admitted that, prior to him signing the "contract" with Bodog, he knew that Bodog was
 6 looking for more celebrities for their poker team. Exhibit A, p. 44. Defendant stated that Bodog
 7 told him it would be "helpful if (he) could help them" with obtaining celebrities. Exhibit A, p. 90.
 8 Defendant also admitted that Crispin produced Matthew Lillard and Dax Sheppard for the Bodog
 9 celebrity team (Matthew Lillard is most famous for playing the role of "Shaggy" in the Scooby
 10 Doo movies and Dax Sheppard has a regular role on the popular MTV television show "Punk'd").
 11 Exhibit A, p. 46. Defendant also admitted that Bodog had asked him to obtain celebrities for their
 12 team; however, he was just doing it as a favor for Bodog, as he claimed that he had already struck a
 13 "verbal agreement" with Bodog at that time for his seat in the tournament. Exhibit A, p. 49.
 14 Defendant then claimed that on or about July 13, 2006, is when he struck his verbal agreement
 15 with Bodog. Exhibit A, p. 49². Defendant claimed that it was after July 13, 2006, that Crispin
 16 made his attempts and succeeded in obtaining Celebrities for the Bodog team. Exhibit A, p. 52³-
 17 53. Defendant then claimed that it was right before the tournament that Crispin approached him

22 ² Interestingly, as a result of Crispin Leyser, Matthew Lillard was already
 23 communicating with Bodog and was requested by Bodog to sign his own contract with
 24 them on July 13, 2006. Defendant admitted to receiving a copy of the email sent from
 25 Bodog to Matthew Lillard. Exhibit A, p. 64. Accordingly, Defendant has admitted that
 26 prior to his agreement with Bodog, Crispin had obtained Celebrities for their team.

27 ³
 28 This assertion by Jamie Gold is completely contradicted by Exhibit C, an email from
 Bodog to Jamie Gold wherein Bodog forwarded to **Jamie Gold** the contracts for both Jamie
 and **Matthew Lillard**. Accordingly, there is concrete evidence that Jamie did not have an
 agreement with Bodog prior to Crispin Leyser securing the celebrities for the Bodog team.

1 and stated that he could obtain Matthew Lillard for the Bodog team. Exhibit A, p. 54-55.
2 Defendant then claimed that at no time did he enter into an agreement with Crispin whereby if
3 Crispin obtained Celebrities for the Bodog team Bodog would provide a seat to either Defendant or
4 Crispin. Exhibit A, p. 56.
5

6 What Defendant had forgotten, prior to fabricating his defense herein, is that on August 13
7 he had done a National radio interview on the Rounders Radio Poker Show. During that interview,
8 which occurred just days after Defendant prevailed in the poker tournament, in response to a
9 question of whether it was true that he almost did not play in the tournament and Crispin was going
10 to play in the seat, he informed the interviewers as follows:
11

12 “it turned out that Crispin was very helpful, this is true, and he was very
13 helpful in securing some celebrities for the celebrity team. And for that,
14 they offered me, and I felt bad, and I said, you know what, maybe you
15 should be offering it to Crispin. And they said, no, they had their
16 relationship with me”

17 Exhibit A, p. 62. See also, Exhibit D, transcript of Rounders Radio Interview.

18 Defendant amazingly and disingenuously now claims that he was “not necessarily” talking
19 about the seat that he got in the tournament. Exhibit A, p. 62. Defendant also admitted that if you
20 paraphrase what was said in the radio interview you could say that he told Mr. Johnson, of
21 Rounders Radio, “that Crispin was very helpful, and he was helpful in securing some celebrities
22 for the celebrity team, and for that, Bodog offered (Jamie) a seat in the tournament.” Exhibit A, p.
23 63.

24 It should also be noted that Defendant admitted that he was still friends with Crispin at the
25 time of the August 13, 2006, interview which is contrary to the assertions in Defendant’s Motion
26 that Crispin was repeatedly harassing him and causing him to lose concentration during the
27
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 tournament. Exhibit A, p. 60, see also page 88. Nevertheless, Defendant claims that he wanted to
2 be kind to the "man that had just harassed (him) for over a week". Exhibit A, p. 61.

3 Defendant also testified that prior to the poker tournament he made Crispin a "promise"
4 that he would "split" his winnings from the World Series of Poker Main Event with Crispin.
5 Exhibit A, p. 65, 70. He further testified that at the time he left Crispin the voice mail message, the
6 morning of the final table, it was his intention to give Crispin "his half" of the winnings. Exhibit
7 A, p. 78-79.

8
9 Defendant testified that he spoke with Crispin after the tournament and they discussed
10 jointly leaving a tip for the dealers. They were going to "split the tip". Exhibit A, p. 81-82. They
11 also discussed splitting a tip for Francis from Bodog. Exhibit A, p. 82. They also discussed
12 splitting the amount that Defendant had "promised" to Eric. Exhibit A, p. 82.

13
14 When Defendant was asked the whereabouts of the \$5,550,000 that he still possesses from
15 the poker tournament, he advised that it is in a brokerage account, that someone invests it for him,
16 that he did not have the address for the investor, that he did not know the name that the account
17 was being held under, and that he did not know if the account was being held under a corporation.
18 Transcript of Deposition page 72-74⁴. The Defendant stated that he had people handle the money
19 transactions for him. T.S. p. 76.

20
21 Defendant testified that an individual named Chris Porter from Poker Royalty was acting as
22 his agent during the last portion of the poker tournament. Jamie had given Chris Porter permission
23 to negotiate a deal on his behalf for after the tournament. Exhibit A, p. 89. It should be noted that
24

25 ⁴

26 By stipulation of the parties the specific information as to the brokerage house is to be
27 treated as confidential. Accordingly, counsel has not attached the reference pages of the
28 transcript but will have them available for the court at the time of the hearing on
Defendant's Motion.

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 on August 7, 2006, at 11:25am, Chris Porter left the following telephone message for Crispin
2 Leyser:

3 “Crispin, how you doing, my name is Chris Porter with, I’m with Poker
4 Royalty, I think you know my colleague Jim Hess very well. I just got off the
5 phone with Jamie Gold, your good friend, congratulations I know you got a piece
6 of him for going, for getting this far...”

7 Defendant claims that he decided not to honor the “promise” to Crispin because he got
8 sued. Defendant claimed that Crispin had filed the lawsuit and still communicated with Defendant
9 while not informing him of the lawsuit. Exhibit A, p. 94. Perhaps, Defendant should be blaming
10 Samuel Israel (Gold’s lawyer at the time) for this dispute, because Israel was faxed a copy of the
11 Complaint, Ex Parte Application for Temporary Restraining Order and Preliminary Injunction, and
12 the Order granting the Temporary Restraining Order which also set the hearing on the Preliminary
13 Injunction. Exhibit E. Accordingly, the suggestion that Crispin spoke to Jamie after commencing
14 litigation, while Jamie had no knowledge of said litigation, is baseless.

15
16 Most significantly, Defendant admitted that he had requested that the Rio Hotel and Casino
17 wire transfer the entire \$12,000,000, without ever informing Crispin of that action. Exhibit A, p.
18 96.

19 The Defendant testified that he has previously been “staked” in tournaments where he had
20 an agreement to provide that person a percentage of any winnings, and those agreements were
21 never in writing. Exhibit A, p. 99. He admitted that customarily and in his circumstances those
22 agreements are rarely, if ever, reduced to writing. Exhibit A, p. 100. The Defendant has never
23 reduced his agreements to writing. Exhibit A, p. 100

24
25 The Defendant admitted to leaving the voice message for Crispin Leyser the morning of the
26 final table, at a time in which the Defendant was guaranteed at least \$1,200,000 he stated:
27
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 “Hey, it’s Jamie,
2 Thank you for your message. I slept pretty well so we should be fine. I have a real
3 good plan on what to do for today. Thank you for all your help.
4 I wanted to let you know about the money. You’re obviously very well protected,
5 everything will be fine but nothing’s going to happen today, that’s for sure. I have
6 the best tax attorneys and the best minds in the business working for me from New
7 York and LA and what we’re probably going to do is set up a Nevada Corporation
8 and it’s going to...I have to pay out of the corporation. I can’t just pay out
9 personally because I could get nailed. So it might take a few days so please be
10 patient. I promise you – you can keep this recording on my word – there’s no
11 possible way you’re not going to get you’re half.....after taxes. So please just
12 be with me. I can’t imagine you’re going to have a problem with it. I just don’t want
13 any stress about any money or any of that shit going on today, or even after the end
14 of the day. I’m sure you’re going to be fine; you’re going to be very well taken care
15 of, absolutely fairly. We’re just trying to handle this properly and after now I don’t
16 even want to talk about it or think about it. But please just trust me. You’ve trusted
17 me the whole way, you can trust me a little bit more. I promise you there’s no way
18 anybody will go anywhere with your money. It’s your money.

19 Alright, I send you love, thank you for your support....⁵”

20 At the end of the message Jamie advises Crispin who he should speak to in order to get
21 good seats for viewing the final table.

22 All of this occurred during a time that Defendant now claims Crispin was harassing him.

23
24
25

5

26 Defendant sent his love to Crispin and advised Crispin how to get good seats to watch the
27 final table, notwithstanding that Defendant’s present Motion claims that Defendant left this
28 message “after incessant badgering and continuous phone calls from Plaintiff”. See Motion
p. 6.

II

STATEMENT OF THE LAW

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
What is abundantly clear is that on August 13, 2006, Gold admitted during a National radio interview that he obtained his seat in the World Series of Poker Main Event as a result of Crispin securing celebrities for the Bodog team. See Exhibit D, page 35. He admitted to making that statement during his deposition. The only evidence to the contrary is Defendant's after the fact attempts to claim that there was never an agreement with Crispin, only a promise to give him money because Defendant felt sorry for him.

What is also clear is that the Nevada Supreme court has mandated that a parties self-serving testimony, without some form of independent validation, is insufficient to defeat summary Judgment. *Dennison v. Allen Group Leasing Corp.* 110 Nev. 181, 871 P.2d 288, (Nev. 1994). The Ninth Circuit Court of Appeals follows the same approach. *FTC. V. Publishers Clearing House*, 104 F.3d 1168, 1171 (9th Cir. 1997).

Injunctive relief is intended to protect the status quo and prevent the irreparable loss of rights before a judgment can be obtained. *Sierra On-line, Inc. v. Phoenix Software, Inc.*, 739 F.2d 1415, 1422 (9th Cir. 1984).

In determining whether injunctive relief is appropriate, the Court traditionally weighs four factors - 1) the Plaintiff's likelihood of success on the merits; 2) the threat of irreparable harm; 3) relative interests of the parties; and 4) the interest of the public. *State of Alaska v. Native Village of Venetie*, 856 F.2d 1384, 1387 (9th Cir. 1988). In fact, the Ninth Circuit has held that the Plaintiff need only demonstrate a "possibility of irreparable harm". *Vision Sports, Inc. v. Melville Corp.*, 888 F.2d 609, 612 (9th Cir.1989).

In the instant case, each of the four factors weigh heavily in favor of enjoining the

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 Defendant from transferring the remaining \$6,000,000 being held by the Rio Hotel and Casino.

2 First, Plaintiff enjoys a reasonable probability of success on the merits as evidenced in his
3 Complaint, his original Motion for Temporary Restraining Order, and as evidenced by the
4 transcript of the Deposition of Jamie Gold (which includes as an Exhibit the Rounders Radio
5 Interview).

6
7 Second, there is a threat of irreparable harm as the money will be transferred to Defendant,
8 the form 5754 will not be executed, the casino will not issue two separate W-2G forms, Defendant
9 in his original voicemail threatened to place the funds in a corporation for which Plaintiff will not
10 have access and will have diminished potential of collection, and now the Defendant has no
11 knowledge of how the money is being held. Additionally, Plaintiff is concerned that the Defendant
12 may gamble the money or otherwise dispose of it thereby making any future judgment herein
13 worthless. Additionally, as explained in Defendant's voice message and in his Motion at page 7,
14 Defendant intends to deduct "business expenses" and potentially pay out of a corporation.
15 Accordingly, Defendant intends to utilize various techniques to avoid certain tax consequences.
16 Plaintiff does not share the same school of thought on the tax consequences and wants no part of
17 Defendant's plans related to taxes. Plaintiff wants his own W-2G and will pay his tax
18 consequences on the \$6,000,000 that he receives.

19
20 If the money is transferred to Plaintiff there will be an irreversible tax consequence that this
21 Honorable Court will later be unable to remedy.

22
23 Third, the relative interests of the parties support a preliminary injunction. Defendant has
24 already obtained his share of the money that was received as a result of the tournament success.
25 Defendant has already spent considerable portions of said money, while not only failing to honor
26 his agreement with Plaintiff but also failing to honor his agreement with his friend Eric. Plaintiff is
27
28

1 only requesting an injunction related to his portion of the funds.

2 Fourth, the public interest supports preliminary injunction in this case as this State depends
3 on gaming and this Honorable Court must enforce the agreement at issue to uphold the integrity of
4 the poker industry.

5 Therefore, this Honorable Court should continue the Preliminary Injunction.

6
7 A. PLAINTIFFS ENJOY A REASONABLE PROBABILITY OF SUCCESS ON THE
8 MERITS

9 The Ninth Circuit Court of Appeals has stated that only a reasonable probability of success
10 on the merits is required to support injunctive relief. *Gilder v. PGA Tour, Inc.* 936 F.2d 417, 422
11 (9th Cir. 1991). In fact, if the balance of hardships tips decidedly toward the Plaintiff, the Plaintiff
12 need not show as robust of a likelihood of success on the merits. *Benda v. Grand Lodge of*
13 *International Association of Machinists and Aerospace Workers*, 584 F.2d 308, 315 (9th Cir. 1978).
14 For purposes of injunctive relief, all that may be required are serious questions going to the merits
15 of the case. *Gilder*, 936 F.2d at 422. Serious questions need not promise a certainty of success,
16 nor even present a probability of success, but must involve "fair chance of success on the merits."
17 *National Wildlife Federation v. Conston*, 773 F.2d 1513, 1517 (9th Cir. 1985). Indeed, serious
18 questions only refer to those questions that cannot be resolved one way or the other at the hearing
19 on the injunction as to which the Court perceives a need to preserve the status quo. *Gilder*, 936
20 F.2d at 422. Here, applying Ninth Circuit law to the facts outlined above and in the Complaint,
21 Plaintiff enjoys a reasonable probability of success on the merits.
22
23

24 In fact, Plaintiff has clearly demonstrated the likelihood that he will succeed on the merits
25 herein.
26
27
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1
2 B. PLAINTIFFS WILL SUFFER IRREPARABLE HARM AND ARE ENTITLED TO
3 CONTINUE THE PRELIMINARY INJUNCTION

4 Where there is a strong probability of success on the merits such as here, Plaintiff need only
5 prove that they will suffer a degree of hardship that outweighs the hardship of the defendants.

6 *Topanga Press, Inc. v. City of Las Vegas*, 989 F.2d 1524, 1528 (9th Cir. 1993).

7 In light of the fact that Plaintiff is only requesting an injunction related to the \$6,000,000
8 that he is entitled to receive, and the fact that Defendant has already obtained his \$6,000,000 it is
9 clear that a denial of the injunction would cause a far worse hardship on Plaintiff than the granting
10 of the injunction would cause to Defendant. It is also clear that Plaintiff has demonstrated a
11 probability of success on the merits and that irreparable harm will occur without the requested
12 relief.
13

14 CONCLUSION
15

16 In Order to believe the Defendant's version of events, which is unsupported and is merely a
17 self-serving statement of the Defendant, the Court would have to believe that on August 11, 2006,
18 after being guaranteed at least \$1,200,000 in the World Series of Poker Main Event, the Defendant
19 contacted Crispin Leyser who he had known for one month and who had been repeatedly harassing
20 him during the poker tournament, to confirm his "promise" to Crispin that he would receive half of
21 Defendant's winnings, and that Defendant did all of this because he felt sorry for Crispin.
22

23
24 ///
25
26
27
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563

1 Clearly, the uncontested evidence in this case demonstrates that the reason Jamie Gold left
2 Crispin Leyser the telephone message on August 11, 2006, was because Crispin Leyser secured the
3 celebrities for Bodog who in exchange gave Jamie Gold the seat in the tournament. That was
4 consideration for this enforceable agreement.
5

6 WHEREFORE, Plaintiff Crispin Leyser respectfully requests that this Court:

- 7 1. Continue the Preliminary Injunction;
- 8 2. Order such other and further relief as the Court deems appropriate.

9 DATED this 15th day of December, 2006.

10 CHESNOFF & SCHONFELD

11 By: 

12 DAVID Z. CHESNOFF, ESQ.

13 Nevada Bar #2292

14 RICHARD A. SCHONFELD, ESQ.

15 Nevada Bar #6815

16 520 S. Fourth Street

17 Las Vegas, Nevada 89101

18 (702) 384-5563

19 WALTER CANNON, ESQ.

20 Nevada Bar No. 1505

21 9950 West Cheyenne Avenue

22 Las Vegas, Nevada 89129

23 Attorneys for Plaintiff
24
25
26
27
28

LAW OFFICES
CHESNOFF & SCHONFELD
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593
AREA CODE 702 • 384-5563