

Exhibit A

**DECLARATION OF JAMIE GOLD IN SUPPORT OF
MOTION TO DISSOLVE PRELIMINARY INJUNCTION**

I, JAMIE GOLD, declare as follows:

1. I am the named Defendant in this case.
2. I have personal knowledge of the facts referred to in this affidavit, except for those stated upon information and belief. As to those facts, I believe them to be true. I am competent to testify to these facts if called upon to do so in a court of law.
3. On July 13, 2006, I entered into an exclusive client services agreement with Riptown.com (“Bodog”). Bodog wanted me to play in the World Series of Poker because of my poker skill and prior tournament wins.
4. Bodog required me to wear its clothing and participate in several media events in exchange for receiving a \$10,000 buy-in to the World Series of Poker. In other words, Bodog paid for my “seat” at the tournament.
5. I was not required to secure celebrities as part of the contract.
6. In early July 2006, I met Plaintiff, Bruce Crispin Leyser. We were introduced through his wife, who I met at a poker tournament. We talked about some of Leyser’s reality TV concepts. During the course of this conversation, it became apparent that Leyser was interested in securing employment with my company. Repeatedly, Leyser stated that he had no source of income to pay rent on his California home and was about to lose his home in Britain. He then asked to be a part of my production team. I asked him to forward a resume with his production experience. He did.
7. After finding out that we had some things in common, *i.e.* show business and a love of poker, I told Leyser of my relationship with Bodog.

8. There was no discussion of sharing my seat at the World Series of Poker or sharing any winnings.

9. Leyser suggested he could procure celebrities to wear Bodog gear during the tournament. Specifically, Leyser said that he could secure Matthew McConaughey and Matthew Perry to participate in the World Series of Poker. I told Leyser I believed that, if he could secure McConaughey and Perry, that Bodog might pay for Leyser's seat in the World Series.

10. I believe that the Plaintiff was trying to impress me in order to market his ideas or secure employment with my production company and that he hoped he could secure his own seat through Bodog.

11. Leyser did not secure the stated celebrities. Instead, he secured Matthew Lillard and Dax Shepard.

12. I told Leyser that producing Lillard and Shepard would not get Leyser a Bodog purchased seat to the tournament.

13. Leyser could not afford his own seat and was very disappointed. I also felt bad that Leyser could not participate.

14. I then expressed a desire to take care of Leyser by sharing a portion of my winnings. I did not mean that he would receive fifty percent of the winnings or that he was "sharing" my seat.

15. I simply intended to make a gift to Leyser if I were to win any money because I felt bad for Leyser.

16. Over the course of the tournament, Leyser demonstrated his true colors.

17. Leyser harassed me through demanding and distracting phone calls and text messages. These calls/messages were almost hourly and happened while I was at the poker tables.

18. During the tournament, Leyser asked me to document an agreement to pay half of my winnings. I refused because no such agreement existed.

19. Then, after it appeared I would win a substantial sum of money, Leyser and his wife traveled to the World Series of Poker and began to spread rumors that I owed him half of my winnings.

20. The speculation and innuendo swirled until the time of the final table.

21. Finally, after continued phone calls, I left Leyser a message that he would get “half after taxes.”

22. This was not a confirmation of any agreement but a confirmation of my intention to take care of him.

23. At the time of the call, I just wanted to focus on playing poker and winning the tournament. I did.

24. Immediately following my win, Leyser increased his harassment. This included a multitude of calls from Leyser and his attorneys and other professionals.

25. After my win, I did not collect any of the prize money even though I had the opportunity to collect the \$12 million immediately after my win. Instead, I wanted to evaluate the tax issues and expenses before receipt or distribution of the funds.

26. In the end, Leyser refused anything other than \$6 million, effectively refusing to accept that his gift should be reduced for any of the taxes or expenses incurred.

27. Leyser did not even want the customary tip the winner provides to the dealers at the final table to come out of his “gift.”

28. I have turned no money over to Leyser. While we were attempting to analyze the tax issues and while the Rio still retained all of the prize money, he sued me.

29. I have collected \$6 million of my \$12 million in winnings from the Rio Hotel & Casino. The remaining \$6 million is still in the Rio's custody.

EXECUTED THIS 30th day of October, 2006 at Los Angeles, California.



JAMIE MILES GOLD

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Exhibit 1

09/12/2006 15:07 FAX 18887432269

AGREEMENT

This Professional Services Agreement (the "Agreement") dated July 13 is between Riptown.com Media S.A. ("Riptown") at Ejecutivo La Sabana, Edificio 7, 5 Piso San Jose, Costa Rica and *(insert name of agent here)* _____ for services of JAMIE GOLD ("Client").

Services

Client agrees to appear at and wear pre-approved Bodog branded clothing, jewelry and/or a Bodog hat during the World Series of Poker beginning July 28, 2006, in Las Vegas, NV ("Event") and in any pre-approved interviews associated with the Event which will take place during the same time. Client shall pre-approve all clothing and/or any hats that Client wears. Client agrees to wear said items for as long as Client remains playing in the tournament.

Additionally Client agrees to take part in the following media activities at the Event:

Attend and do Red Carpet Media at the Bodog Party at Tao at the Venetian on July 25, 2006

Do interview with Extra at Event.

Have photograph taken with Bodog CEO Calvin Ayre.

Do video interview with Bodog CEO Calvin Ayre.

In consideration of the opportunity afforded the Client to participate, perform or appear in, to appear in an interview for and/or to provide materials for the Event, Client hereby irrevocably grants to Riptown, its successors, assignees and licensees, the following rights throughout the world in perpetuity (the "Rights"):

(i) the unlimited right to portray Client, and to use Client performance, appearance, interview, name, words, voice, likeness and any musical, instrumental and/or sound effects produced by Client (the "Appearance") and to use any information, material and/or records in any form (including photographs, films, tapes, recordings, notes and documents, etc.) owned or furnished by Client (the "Material") in the Production or any film, television, video disk, CD-ROM (whether or not interactive) or any other form of audio-visual production (the "Picture"), including any versions or translations thereof; (ii) the unfettered right to photograph, film, record and reproduce the Appearance and/or the Material, in whole or in part, by any means now known or hereafter devised, including the right to edit, modify, add to, juxtapose and combine the Appearance and/or the Material in any combination or sequence with or without other material prepared by others and the right to delete any part of the Appearance and/or the Material for use in the Picture; (iii) the right to sell, exhibit, transmit, manufacture, telecast, broadcast, distribute and otherwise commercially-exploit all or any part of the Appearance, the Material and/or the Picture in any and all manner, media, formats, and markets now known or hereafter devised, including but not limited to the following, all forms of television, home video, videodisc, digital video disc (DVD), and all forms of multimedia, interactive or otherwise and to license others to do any of the foregoing for a period of two years from the date of my signature on this Consent/Release; (iv) the right to sell, exhibit, transmit, manufacture, telecast, broadcast, distribute and otherwise commercially-exploit all or any part of the Appearance, the Material and/or the Picture on the Internet and the Producer's

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websites in perpetuity and (v) the right to use the Appearance and/or the Material, in whole or in part, in connection with advertising or publicizing the Picture.

Compensation

For providing the services noted above, Client will receive a \$10,000 buy-in to the World Series of Poker in Las Vegas, NV, round trip airfare from a US origin city to Las Vegas, accommodations at the Wynn Hotel, and ground transportation to and from the airport, as well as to and from World Series of Poker and events and the Bodog party on July 25, 2006. Accommodations will be provided beginning on July 25, 2006, provided Client attends the Bodog party on that date. Accommodations are provided for as long as Client remains playing in tournament. If the Client should win at the tournament event, Client shall keep all winnings above \$10,000, the first \$10,000 of winnings shall be returned to Bodog.

If the Event is cancelled or Client is not able to fulfill their obligations at the Event, any payments will be forfeited.

Materials Provided

Riptown shall provide the Client with Bodog branded clothing, jewelry and/or a hat to be visibly worn during the Event and any pre-approved interview associated with the Event. Clothing shall be worn at the Event only, and Client shall be entitled to retain all clothing provided. It is acknowledged that wearing a Bodog hat is deemed satisfactory compliance with the terms hereof.

Taxes

Client is responsible for reporting all earnings resulting from this agreement and for paying any taxes due on these earnings.

Confidentiality

Except as legally required, and except for Client's representatives, Client agrees not to disclose any details about the business terms or compensation received for the services provided under this Agreement.

Relationship Between Parties

Riptown and the Client are independent parties; nothing in this Agreement shall be construed to create a partnership, joint venture, employee or agency relationship between the parties.

Authority to Enter into Agreement

Each party to this Agreement has the authority to enter into and form this Agreement. Each party acknowledges that they have read this Agreement and will abide by it.

Force Majeure

Neither party will be considered to be in default of this agreement as a result of events beyond their control. For purposes of this Agreement, such acts shall include, but are not limited to, acts of God, catastrophe, or other "force majeure" events beyond the parties' reasonable control. Riptown shall defend indemnify and hold harmless Client from and against any and all claims and/or liabilities arising out of the Client's performance hereunder.

Assignment of contract

Client may not assign his responsibilities for performance under this Agreement. Riptown may not assign this Agreement without Client's prior written consent.

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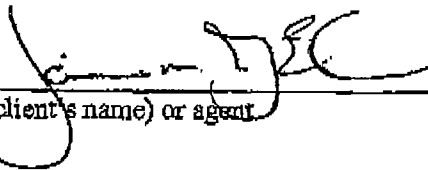
Governing Law

The governing law for this Agreement shall be those of the province of British Columbia. All claims, demands, or disputes of any kind between the Parties arising under or related to this Agreement shall first be submitted to mediation before a single mediator selected by the Parties. If, after Thirty (30) days after such mediation has been initiated, the dispute has not been resolved to the satisfaction of both Parties, the Parties shall then submit the dispute to binding arbitration conducted in the English Language in a mutually agreed-upon location under the rules of the International Arbitration Centre. Each Party shall select an arbitrator, after which the arbitrators selected by each Party shall select a third arbitrator. Any award from the panel of arbitrators shall be conformable in any court of competent jurisdiction and shall be entered as a judgment enforceable by the prevailing Party. Any award from the panel of arbitrators shall include an award of reasonable attorney's fees and costs to the prevailing Party.

Entire Agreement

This Agreement constitutes the complete agreement between the parties and supersedes all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each party.

AGREED and ACCEPTED: JAMIE GOLD



(client's name) or agent

7/13/06

Date

Riptown Media S.A.

Date

Exhibit 2

bodog.com

TEAM BODOG ARTICLES

JAMIE GOLD MAKES WSOP HISTORY BY JAKE GOSSELIN

Jake Gosselin is a Contributing Writer for Bodog Nation

Jamie Gold did what was thought of as the impossible. He maintained a chip lead at the World Series of Poker Main Event from Day 4 all the way to the bracelet - a week long stretch that crowned him champion.

If someone had done this back in 1992 it would've been amazing, but now, with a record field of 8,773, it is truly an accomplishment for the ages.

Gold, a television producer from Malibu, Calif., amassed a commanding chip lead starting on the third day when he ended with \$3.7 million in chips. He went on to maintain his lead and ended each subsequent day as the chip leader. An amateur sponsored by Bodog.com, Gold sat down at the final table with a whopping lead of \$8.88 million on his nearest competitor.

Gold capitalized on his chip lead in every sense. The final table lasted 14 hours and he eliminated seven of his eight opponents, including top poker pro Allen Cunningham.

On becoming the 2006 WSOP Champion Gold stated, "I won because of the blueberries." Gold was alluding to the fact that he had been seen with a bowl of blueberries on everyday he played. He had eaten blueberries before his first day of play and didn't want to jinx himself by changing anything. So superstition told him blueberries it was, all the way to the championship.

If someone had done this back in 1992 it would've been amazing, but now, with a record field of 8,773, it is truly an accomplishment for the ages.

In an effort to stir the pot, Gold suggested in an interview with Bodog Nation that he might consider throwing the final table in order to escape the burden of fame.

After his victory early Friday morning at the Rio Casino & Resort,

comments.

"No," Gold asserted. "No way. I wanted to win really bad. That's why I went after everybody the way that I did." He added: "At one point it just hit me. I realized, the accomplishment meant a lot to me and from that point on, I knew I had to win it."

The big moment came after a \$1.7 million pre-flop raise by Paul Wasicka was called by Gold. The flop came Q/8/5 and Wasicka bet \$1.5 million. Gold moved all in and Wasicka, after much contemplation, called. Wasicka turned over pocket 10s to which Gold answered with Q/9, giving the Team Bodog player top pair. The turn was an Ace, the river was a 4, and the bracelet was Gold's.

I wanted to win really bad. That's why I went after everybody the way that I did.

Gold's buy-in to the Main Event was picked up on a hunch by Team Bodog, which saw his skills and knew of his recent success.

"Jamie came to us through our Hollywood connections," said Calvin Ayre, Founder of Bodog.com. "We knew he was a good player with some impressive tourney results and that he was coached by Johnny Chan. We thought he'd be a strong competitor but an amazing run like this one we really can't call, we did see his potential though."

More than 500 players qualified to the various WSOP tournaments by playing poker online at Bodog.com. Gold was among the 400 Team Bodog players participating in the Main Event. Originally from Paramus, N.J., the 36-year-old former agent quit six months ago and is now the head of production at Buzznation, a branded entertainment media and production company based in Los Angeles. Gold is currently in development on a branded reality television series.

An avid poker player, Gold is the son of a poker playing mother, and the grandson of a gin champion. Gold plays close to 40 hours a week in Los Angeles-area card rooms and in the 15 months prior to the WSOP had earned just under \$100,000 in tournament winnings. Gold has also had the opportunity to learn from one of the game's biggest legends - 10-time WSOP bracelet-holder Johnny Chan. The two men met while working together on a poker television concept. In exchange for Gold's assistance, Chan promised to help him refine his game.

Gold had all the support he needed to win with both his mother and Chan at the WSOP cheering him on throughout the entire final table. "He believed in me," Gold said. "He told me I could win this."

But even with his poker pedigree and legendary mentor nearby, the person who was the source for Gold's strength and motivation

More Articles from Team Bodog

- [Jamie Gold speaks](#)
- [Team Bodog welcomes the force](#)
- [Jamie Gold makes WSOP history](#)
- [Team Bodog stands tall at the WSOP](#)
- [WSOP: Team Bodog makes some noise](#)

throughout the two-week tournament could not be in Las Vegas to watch him make history.

Gold's father, Dr. Robert Gold, has ALS, better known as Lou Gehrig's Disease, which makes him immobile. According to Gold, the money he has won at the Main Event will go toward making his father as comfortable as possible.

"He's not well and unable to travel," said Gold of his 76-year-old father, "This is all for him."

-Jake Gosselin

Exhibit 3

Copyright 2005 National Public Radio (R)
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National Public Radio (NPR)

SHOW: Day to Day 4:00 AM EST NPR

May 3, 2005 Tuesday

LENGTH: 1416 words

HEADLINE: Los Angeles couple plays online poker to pay the rent

ANCHORS: ALEX CHADWICK

REPORTERS: KEVIN ARNOVITZ

BODY:

ALEX CHADWICK, host:

You have met a couple here that you've turned into a story on how people get involved with this and what happens to them. Tell us about these people.

KEVIN ARNOVITZ reporting:

I host a casual Wednesday night poker game and this couple are frequent attendees, and I found out they were playing a lot of poker online, and I went to their house to watch them in action.

Mr. **CRISPIN LEYSER**: I've got nothing. I'm down to nothing. That ace-king against ace-two absolutely killed me, and...

Mrs. **JULES LEYSER**: How much was it for him to call that?

Mr. **LEYSER**: He went all in.

ARNOVITZ: It's Thursday morning. In a house perched over Laurel Canyon, **Crispin** and Jules **Leyser** are hard at work on their matching titanium laptops. But even though this is Los Angeles, the casually elegant husband and wife team aren't pecking away on their latest screenplay. They're playing poker online.

(Soundbite of computer bell)

Mr. **LEYSER**: I'm playing a single table tournament and I've actually bought in for \$100. So there's 10 players here. Each of them have staked \$100. The first place will win \$500, second place will win \$300 and third place will win \$200.

ARNOVITZ: Jules is a writer and actress and **Crispin** a creative executive. But the film production company **Crispin** worked for lost its funding last summer, and Jules experienced her first brief dry spell in recent years. Faced with a hefty monthly rental atop the Hollywood Hills and irregular work in the entertainment industry, the couple began playing poker as their primary income.

Mr. **LEYSER**: I think it's about 3 1/2 thousand dollars a month.

Mrs. **LEYSER**: I mean, obviously, it's not the same amount every month, because it's poker and it's a game and it's not something you can control. But, you know, our rent is \$2,500 a month and we've covered that by poker since last August.

ARNOVITZ: The Leysers aren't professional poker players. They picked up the game a few years ago in London and have sharpened their craft by reading game theory and by playing in competitive home

10/14/2006

Mrs. **LEYSER**: Now I've guaranteed myself a payout.

ARNOVITZ: Along with the relaxed dress code that allows you to work in pajamas, another benefit to playing online is that you can still pursue your day job, so to speak.

Mr. **LEYSER**: He's folded. I'm only going to put a minimum bet out there. There's the phone. And of course this is what happens in the middle of the game, you get a work call.

(Soundbite of phone conversation)

Mr. **LEYSER**: Hi, this is **Crispin**. Yeah. That's right. Yeah. Sure. Yeah. That's not a problem. Yeah.

ARNOVITZ: Even as **Crispin** cradles the telephone receiver as he sets up a meeting for a prospective project, he's still able to multitask, keeping his eyes squarely on the monitor and raking in a big pot.

Mr. **LEYSER**: I took two people out and I'm now guaranteed money.

ARNOVITZ: All right! So we have two people in the money.

Before they can finish breakfast, Jules and **Crispin** both manage to make money for a first- and third-place finish, respectively.

Mr. **LEYSER**: Not a bad wage.

Mrs. **LEYSER**: Well, it's not terrible.

Mr. **LEYSER**: We didn't even have to leave the house or anything.

CHADWICK: And we're back in the studio with Kevin Arnovitz.

So, Kevin, how much did **Crispin** and Jules make on that morning that you spent with them?

ARNOVITZ: Well, just that morning they made 180 bucks. And I just checked in with them and over the past two weeks they're up \$4,500. Their winnings, Alex, have actually gotten them some attention. The World Poker Tour, apart from their poker show on the Travel Channel, and their tournament of top players, also has licensed a boot camp, and the WPT, as they're called, has hired the Leysers to speak to novices about playing online during their seminar series. So they're teaching things similar to what you just heard on the piece, like luring opponents into making big bets.

CHADWICK: So who's actually behind these online games? Is this casinos who are doing this?

ARNOVITZ: No, the online poker world is a little bit shady. Most of these companies are run offshore in places like South Africa or Gibraltar. But the casinos have tapped in in another way. They frequently give seats to their big poker tournaments to online winners. And the same goes for the World Poker Tour, which reserves seats for online winners as well.

CHADWICK: And as for **Crispin** and Jules, they're looking to cross over into non-virtual tournament play, as you say. They're doing the seminars on how to play?

ARNOVITZ: The WPT has hired them to do some of the weekend seminars, but aside from playing in

neighborhood games, they've made it clear to me they're still pursuing their careers in Hollywood. But for now, it's nice to be able to make ends meet through a hobby that they thoroughly enjoy and one they're awfully good at.

CHADWICK: It's a hobby, but it would just scare the daylights out of me to be thinking I'm betting the rent money here on what is still a game of chance.

ARNOVITZ: There's an adage that says that it is a hard way to make an easy living, but Jules and **Crispin** are what we call high-percentage players. They don't take silly risks. They maximize their potential in each hand. They don't chase, which is a term for sort of...

CHADWICK: Throwing good money after bad.

ARNOVITZ: Precisely. And as a result, over time, percentages say they will make a reasonable amount of money if they stick around long enough. And that's proven true over the last year.

CHADWICK: So you're a poker player. You like the game. Seeing them in action, does this persuade you, 'Hey, online, I can get in there, I can make a lot of money, and why not?'

ARNOVITZ: Well, the evening after I recorded the story, I went home and registered for a poker site. And for the two weeks following, I made a moderate amount of money. But I found that it ate so much into my social life and professional life that I had to uninstall the software, and I no longer allow myself to even link to an online poker site.

CHADWICK: Kevin Arnovitz, a writer and player here in Los Angeles.

Kevin, thank you.

ARNOVITZ: Thank you.

CHADWICK: I'm Alex Chadwick. DAY TO DAY continues.

Exhibit 4

-----Original Message-----

From: Crispin Leyser <crispinleyser@yahoo.co.uk>

To: jmgmalibu@aol.com

Sent: Sat, 8 Jul 2006 01:38:20 -0700

Subject: Hi

Hi Jamie,

Great to meet you today and really looking forward to dinner tomorrow night. I'll call you in the morning (but not early) to

10/14/2006

check that you received this, so that you can e-mail me the info.

FYI, I enclose my resume. Hope the poker gods have been treating you well.

Best

Crispin
crispin@crispinleyser.com
323 377 9205

Check out AOL.com today. Breaking news, video search, pictures, email and IM. All on demand.
Always Free.

CRISPIN LEYSER

2350 Hermits Glen, Los Angeles, CA 90046

T: (323) 656 8384 C: (323) 377 9205

crispin@crispinleyser.com

Agent: Ra Kumar – KSGB Agency, 323 653 4483

2006- Freelance Development Executive

Devising, writing, pitching & Producing original alternative programming, including...

Mongols MC – Reality Docu-drama, optioned by Reveille

Snoop Dogg, Lord of The Manor- Reality Sitcom optioned by 20th Century Fox

Bluff or Bust – Quiz show with a poker format optioned by SVP

ALSO **V/O Producer and Poker Consultant** for **Bravo's Celebrity Poker Showdown 2006** I am writing a novel entitled, "Pot, Poker & Porn" which has been optioned by Venture Lit. Agency in NYC.

I'm an instructor for **World Poker Tour Boot Camp** and regular columnist for **Bluff Magazine**. My wife and I run a private poker tuition business in Los Angeles, www.PokersPairOfAces.com

2003- Executive VP Development, Formats & Entertainment,

2005 US/UK, September Films

Responsible for all US & UK creative affairs for this International Television Production and Distribution Company.

Executive Producer **Britain's Wildest** (8 x 60 SKY ONE), & **Men In Frocks** (6 x 60 SKY ONE)

Created, wrote & Executive Produced **Instant Weddings** for Lifetime, and **America's Trashiest Weddings** for Fox.

Managed the Development Team in the US and liaised with September International re: overseas sales.

2002 Series Producer, Endemol UK

Responsible for all aspects of production on a new £5 million 150-episode Channel 4 quiz series 'Beat The Nation'...

Including format, casting, set design, music and interactive elements.

2002 Commissioning Editor, Channel 4

Working for this major UK Broadcaster, I oversaw the creation of their first new quiz shows in over 10 years.

Wrote development objectives, briefed companies and invited pitches

Commissioned 3 new pilots, working closely with the companies on formats and casting, interactive ideas etc in order to meet objectives. Two of the three projects **Grand Slam & Beat The Nation** went to series.

Shared editorial, legal and compliance viewing for **Richard & Judy** (live show), **A Place In The Sun** and **15-1** as well as working with the department team on other new commissions.

2001 **Head of Comedy & Entertainment, Ronin Entertainment**

Senior Development Executive for a new European Independent Production Company

Managing Production teams in NYC & London, I developed and produced **The People of New York Vs Jerry Sadowitz**.

Series Produced **The Jerry Atrick Show** - short-listed for the Montreux TV Festival Comedy Award.

Devised many formats that went to air, including **Beat The Bishop**, a panel game sold to European Markets & **We'll Meet Again** for the BBC.

Discovered and developed many new writer/performers who went on to secure Network Series.

1998- **Producer, Granada Television**

2000 *SHOW RUNNER of many network series for this leading UK production entity*

Devised and scripted **Mission Improbable**, an improvised filmmaking comedy show for Channel 5.

Oversaw production of **Ex-Rated**, a gameshow for ex-couples on Channel 5.

Managed an 8-city roadshow production of hit series, **The People Vs Jerry Sadowitz** for Channel 5. Short-listed for Montreux Festival..

Produced "**We're On Our Way To Wembley**, FA Cup final celebrity quiz for ITV.

1995- **Development Prod. LWT & Paramount Comedy Channel**

1997 *Responsible for show development and discovering new talent.*

Co-Produced **Asylum**, a cult series mixing sitcom, stand-up & music, bringing together Simon Pegg & Edgar Wright who went on to star and direct the cult hit movie **Shaun of the Dead**.

Produced and script edited **Saturday Live** for ITV.

Produced **The Big Snog**, World AIDS Day Special for Channel 4.

Developed and Produced projects for major talent including **Bill Hicks, Steven Wright, Eddie Izzard, Steve Coogan and Graham Norton and Richard Curtis**.

EDUCATION

BSc Social Psychology, London School Of Economics, 1989

REFERENCES

Janey Walker (Managing Editor, Channel 4 TV)
Alan Winters (Lions Gate TV)

Exhibit 5

-----Original Message-----

From: Crispin Leyser [mailto:crispinleyser@yahoo.co.uk]
Sent: Monday, July 10, 2006 5:19 PM
To: jmgmalibu@jamiengold.com
Cc: mark@buzzmarketing.com; Jeff Greenfield
Subject: TV Proposal

Hi Guys,

Please find enclosed 4 ideas for the current TV brief.
They are all no more than a page and a half at this point but naturally can be developed into a full treatment upon request or adapted further to suit your needs.

The 4 ideas are -

ONE WEEK TO...
MRS ROBINSON
STEALING YOUTH

all of which I discussed with Jamie. I also include one other, MANEATERS, which may fit

the bill.

Talk to you soon.

Best

Crispin

One Week To....

© Crispin Leyser 2006

One-Liner

'One Week To...' is a new reality show in which we help everyday Americans through personal crises and big life occasions – in just one week.

How it Works

Open auditions are held in Dallas, Miami, Chicago, Toronto, New York and Los Angeles for members of the public to come and plead for help from our panel of judges.

The auditions will be filmed (a la early rounds of American Idol) and we will show a mix of the worthy and decidedly unworthy requests for help.

The common theme of the requests is that whatever they are asking for is going to have a one-week time frame. The kinds of things we will select are people who have one week to...

- Plan a surprise party for someone they love
- Lose 10lbs for their wedding
- Find a date for a school reunion
- Raise \$50,000 to save the local school
- Find a new job
- Save my relationship

It'll be aspirational goals that women can relate to, involving life-changing events usually with an aspect of personal physical, mental or emotional transformations.

The Judges/Panel

There's a few options on who the judges are and who the people who carry out the 'One Week' makeover are.

Option A – Create a team (a la Queer Eye) of ‘experts’ in different fields – a life coach, a stylist, etc who both chose the guinea pig and reshape their life in a week.

Option B – Create a team also from members of the public (who audition for the judges role) and pick the guinea pigs and makeover their lives.

Option C – Have one set of expert judges (as in option A) but assign the ‘makeover team’ to be people the guinea pig knows – a friend, a relative, an ex-boyfriend, their boss etc.

Running Order

ACT 1– The auditions & picking the guinea pig and their ‘One Week Crisis’

ACT 2-3 – The makeover as the panel get to work in transforming the guinea pig and sorting out their crisis.

ACT 4 – The end of the week and the denouement of the event/crisis that we are helping the guinea pig through

ACT 5 – Reflection, the success/failure of the transformation is discussed and life lessons learnt.

Mrs Robinson

© Crispin Leyser 2006

One-Liner

A dating show in which older women date younger men.

How It Works

Open auditions are held in cities across America to recruit older women who want to date younger men. We select those women who (with a bit of help from us) can look 10-15 years younger than they really are. For each episode we select 6 women who fit the bill.

Simultaneously we select 6 younger guys who are looking for love.

The 6 guys and the 6 women get together for a speed date, a group dinner in which they are paired off at 6 different tables but have to swap partners every 15 minutes. At the end of the dinner the dates reveal to us (on a private camera) who they would like to go on a proper date with. We pair up the three most compatible matches for longer proper dates.

Note – the guys do not know how old their dates are, believing that they are dating someone of similar age to them.

We arrange and follow the 3 dates – which we will make very different visually, maybe one romantic dinner date, one date which is a trip to an amusement park and one which involves going to a karaoke bar.

After the dates we hear again from both the men and the women on how the dates went and crucially whether they want to keep on seeing each other.

Now and only now to we reveal to the guys that the women they have been dating are 10-15 years older than them. Big question – do they still want to keep on seeing the girl armed with this information?

Running Order

ACT 1 – The Audition Process

ACT 2 – The Makeover of the women to make them look as young as possible

ACT 3 – The Speed Date

ACT 4 – The Proper Dates

ACT 5 – The Reveal

Stealing Youth

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Overview

Take 3 middle-aged people (aged 35-60); responsible adults with responsible (boring) jobs and responsible lifestyles (recruited from open auditions in major US cities); in an attempt to impress their loved ones, recapture their youth and win a prize they are going to behave spectacularly irresponsibly.

How It Works

Three "mature" adults (the contestants) are chosen from the auditions to take part in the show. We fix it so that each week the 3 people are the exact same age (one week they might be 43, the next week 51 etc)

The challenge is this; each 'oldie' has 72-hours to look and behave in the most youthful way possible. Each must completely restyle themselves (physically and mentally) and attempt to carry out as many irresponsible actions as possible; actions such as dying their hair pink, T-P-ing someone's back yard, stage diving or even bungee-jumping naked. Our cameras will of course be with them every step of the way.

24 hours later the oldies reconvene in the studio. The host, studio audience and contestants' families get to watch the highlights of the action. Also watching is a panel of hip young celebrities whose job it is to comment on how they think the contestants did.

At the end of the action the studio audience, who have not been told how old the contestants are, have guess the age of the contestants (using electronic key pad technology). The contestant who the audience vote is the youngest (who has stolen the most youth) is the winner and gets a top (youthful) prize.

This is classic fish out of water television, a fun roller coaster of a ride of a show but with a meaningful heart.

Running Order

Act 1– Recruit the Contestants

Act 2-3 – The Challenges

Act 4 – In the studio the audience and panel watch and comment on the best of the action.

Act 5 – The audience vote and the winner is announced

MANEATERS

© Crispin Leyser

One-Liner

Women compete to see how much they are able to use their feminine charms to manipulate men to do whatever they like.

Running Order

Part One

- Meet this weeks' **MANEATERS**, 5 stunning women recruited from major US cities, who are competing to win a top prize – a super sexy sports car. Over the course of the hour we will eliminate one girl at a time in a series of 'MANEATING' challenges (see later) until we have a winner.
- The challenges come in three parts worth 1, 2 and 3 points respectively. Each challenge has a set time limit in which it must be completed. The challenges will get progressively harder throughout the show.
- The Host issues the girls with their first 'MANEATING' challenge. Via hidden cameras (including the latest buttonhole camera technology), we watch the 5 girls attempt the challenge. When a girl completes the task, we see her reveal to her 'prey' that he has been nothing more than a pawn in her game.
- The girl with the least points at the end of the challenge is eliminated.
- We hear from her, as well as the other girls AND the guys who have been duped and humiliated. We trail the upcoming challenge.

Part Two

- Four girls remain. The host issues the next challenge. We watch the girls complete the challenge. The girls and guys are interviewed. The least successful girl is eliminated.
- Three girls remain. The host issues the next challenge – they are getting progressively harder. The girls attempt the task. The least successful is eliminated.
- The girls and duped guys bitch about each other. We trail the next challenge when the last two girls go head to head.

Part Three

- Two girls remain. The last **MANEATERS** challenge (in 4 parts) is the most daring of all. We watch the girls complete the first half of the challenge.
- We watch the girls attempt the 2nd part of the challenge to determine who wins the show.
- The winning girl is given the car. What was her secret? (Insert product here). Over highlights from the show, we hear once more from the girls and some of the duped guys.

The Challenges

Challenge One

The girls must go to a car lot and pretend to be interested in a luxury vehicle. She must use her use her feminine charms to get the salesman to:

- a) Take her for a spin in it and break the speed limit (1 point)
- b) Let her drive despite the fact that she says she has no license (2 points)
- c) Let her have the car for the night (3 points)

In the event of two girls being tied for last place, then the girl who test-drives the most expensive vehicle will survive elimination.

Challenge Two

In a store the girls must try and find a guy to help her shop. Can she get the guy to:

- a) Try on make-up and nail polish (1 point)
- b) Try on a dress (2 points)
- c) Buy the dress for her (3 points)

In the event of a tie then the girl who is bought the most expensive dress survives elimination.

Challenge Three

By a hotel swimming pool our girls must try and:

- a) Get men to apply sun tan lotion on her (1 point)
- b) Get men to race each other in the pool for her (2 points)
- c) Get men to skinny dip for her (3 points)

In the event of a tie, it'll be the girl who gets the least number of men to participate that is eliminated.

Challenge Four

With two girls left, which girl can get:

- a) A married man to buy her a drink (1 point)
- b) To join her in her hotel room (2 points)
- c) To remove his wedding ring (3 points)
- d) To remove his pants (4 points)

In the event of a tie it'll be the girl who entraps the youngest married man who wins.

Alternative Challenges

1. Pretending to have broken down by the side of the road, can any of our girls:
 - a) Get a guy to stop for her
 - b) Get him to change her tire
 - c) Let her borrow his car to get further help whilst he waits by the road
2. The girls visit a Real Estate Agent where they get a guy to show them the most expensive (furnished) rental property. When they arrive can she:
 - a) Get him to cook something for her there
 - b) Get him to bounce up and down on the bed for her to test the springs
 - c) Get him to test the shower...
3. In a bar can the girls persuade a guy to:
Buy her the most expensive drink in the bar
 - a) Dance shirtless with her
 - b) Meet her in the 2nd cubicle of the ladies toilet
4. Can our **Maneaters** get a guy to:
 - a) Help her home with her heavy bags
 - b) Get him to unpack the bags which contain handcuffs & bondage gear
 - c) Get him to try the bondage gear on.
5. On walking past a constructions site our girls are bound to get some wolf whistles. Can she use the power of her looks to get a guys to:
 - a) Do 20 press-ups
 - b) Give her a hard hat
 - c) Kiss one of the other men
6. Can our girls pick up a European man who she persuades to
 - a) Sing for her in his native language
 - b) Suck her toe
 - c) Tell her he loves her

Exhibit B

**DECLARATION OF SAMUEL ISRAEL IN SUPPORT OF
MOTION TO DISSOLVE PRELIMINARY INJUNCTION**

I, SAMUEL ISRAEL, declare as follows:

1. I am an attorney licensed to practice law in the state of California. I am certified as a specialist in taxation law and estate planning, trust and probate law by the State Bar of California Board of Legal Specialization. I received my juris doctorate degree from UCLA School of Law in 1981, and received a masters degree specializing in taxation law (an LLM) from New York University School of Law in 1982. I have practiced principally as a tax attorney in the State of California since 1982.

2. I have personal knowledge of the facts referred to in this affidavit, except for those stated upon information and belief. As to those facts, I believe them to be true. I am competent to testify to these facts if called upon to do so in a court of law.

3. I was retained to give Jamie Gold ("Gold") advice regarding the possible tax consequences of Gold's accomplishments in the World Series of Poker ("WSOP"). Among the issues discussed was the possibility of Gold paying some of his winnings to various people, including Crispin Leyser ("Leyser"). I was not informed of any dollar amount or percentage that Gold had agreed to pay to Leyser. I was asked to look into the tax consequences to Gold if he made payments to Leyser and others.

4. I had previously represented other taxpayers with respect to gambling issues and had appealed a prior decision of an IRS examination to the IRS Appellate Division involving the deductibility of gambling losses from gambling winnings and the application of the alternative minimum tax.

5. I advised that it was possible that Gold would have to pay taxes on all of his winnings and would in effect not be entitled to deduct any payments he may make to any third

party as a result of the application of the alternative minimum tax. I asked to speak with Gold's accountant to learn additional facts to make a realistic determination of the tax risks that may apply in the instant case. I then spoke with Gold's accountant and learned additional facts. I also did further tax research concerning the relevant issues.

6. I also reviewed the potential impact of Gold executing an IRS form 5754 (Statement by Person Receiving Gambling Winnings), which is a form which provides taxpayers an opportunity to report to the IRS that the recipient of winnings is receiving the "winnings either for someone else or as a member of a group of winners on the same winning ticket." Notwithstanding this form and any reports to the IRS which would indicate several taxpayers won money from gambling, it was my preliminary opinion that there was a risk to Gold that he would be taxed on all of the winnings based upon various tax theories.

7. It was my advice that, by way of example, if Gold paid to Leyser \$6 million, it was possible that Gold would still have to pay approximately \$6 million in federal and state income taxes on the winnings. This would have left Gold with little or no proceeds of the winnings if he in fact paid Leyser \$6 million.

8. Early on August 16, 2006, I received a telephone call from a person who advised me that he was a lawyer and accountant licensed in California and whose offices were located in Encino California. He advised me that he represented Leyser. We discussed the tax issues surrounding any potential payment to Lesyer by Gold. This lawyer/accountant stated to me that if Gold merely filed the form 5754 with the Casino that he would not be liable for taxes on any amounts paid to Leyser. I responded by stating that the IRS was certainly not bound by any form 5754 filed by a taxpayer and told him several theories which I believed could apply which could result in a very different result. This lawyer/accountant said that it was not likely that these

liable for any income tax in the United Kingdom and that he also might not be subject to United States income taxes on any of his share of the winnings as well. Having serious doubts that someone could collect a large sum of money from a Las Vegas casino and pay no taxes anywhere, I asked him to explain that position, but he did not do so. Seif's statement that Lesyer might pay no taxes made me very concerned. Based upon my preliminary understanding of Mr. Leyser's situation, it is my opinion was and remains that if Leyser paid no United States income taxes on money paid to him, and left the United States, my client might be exposed to additional scrutiny by the IRS and greater tax liability exposure. Moreover, the fact that Leyser was not a United States citizen and apparently not a United States resident also raised federal income tax withholding issues which might apply to Gold.

12. I then asked Seif if his client would be willing to indemnify my client for any income taxes that my client would have to pay on funds paid to his client. He indicated that his client might be willing to agree to an indemnity. However, in light of the fact that I now believed that Leyser was planning to leave the United States and not report any income to the United States income tax authorities, I then stated to Seif that I would also want to hold back funds in an escrow account until the issue was resolved with the IRS. Seif emphatically refused to have any funds held back in any escrow account. I then stated that the funds could be invested in any manner that his client would instruct during the escrow so that it would make no difference to him that the funds would be in escrow. Again, Seif absolutely refused to agree to any escrow and threatened that his client would file a lawsuit and seek a preliminary injunction tying up all of the winnings held at the Rio. He was very belligerent in his response. I then reminded him of his ethical duties to discuss these proposals with his client. He then responded by indicating that he would advise his client against an escrow. His responses made me very concerned about

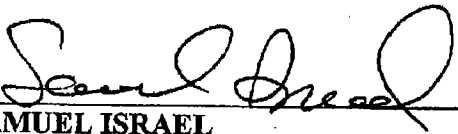
Leyser's intentions not to pay any US or United Kingdom income taxes on any proceeds paid to him and further gave me great concern about Leyser's desire to expose my client to all tax risks.

13. On August 18, 2006, I was contacted by a woman who informed me that she was an accountant from Las Vegas, Nevada. Again, she informed me that it was very common for professional poker players to split winnings, file the form 5754 and not report the winnings paid to the other people. She offered me no legal authority for her position.

14. The following work day I was notified that the Plaintiff filed the instant complaint. I never received any advance notice of the filing of a request for a preliminary injunction or any message indicating

the same.

EXECUTED THIS 27 day of October, 2006 at Los Angeles, California.



SAMUEL ISRAEL

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