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**FOURTH CAUSE OF ACTION**

**FRAUD**

- 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 21<sup>st</sup> day of August, 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  
Attorneys for Plaintiff



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anywhere with your money. It's your money. Alright, I send you love, thank you for your support...." The remainder of the message was unrelated;

4. That Defendant now refuses to provide me with 50% of the winnings, as we had previously agreed upon;

5. At the time I entered into the agreement with Defendant the 2006 World Series of Poker main event had not begun;

6. I am concerned that if Defendant transfers my 50% of the winnings from the Rio Hotel and Casino to an unknown account and does not fill out a form 5754 and direct the casino to provide two separate W-2G forms, that there will be adverse tax consequences and that I will be unable to collect the \$6,000,000 that I am entitled to receive;

7. FURTHER YOUR AFFIANT SAYETH NAUGHT.

BRUCE CRISPIN LEYSER

SUBSCRIBED and SWORN to before me  
this 21 day of August, 2006.

NOTARY PUBLIC

