

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - x
: UNITED STATES OF AMERICA, :
: Plaintiff, :
: :
: - v. - : 11 Civ. 2564 (LBS)
: :
: POKERSTARS, et al. :
: Defendants; :
: :
: ALL RIGHT, TITLE AND INTEREST IN :
: THE ASSETS OF POKERSTARS, et al.; :
: Defendants-in-rem. :
: :
- - - - - x

DECLARATION OF JASON H. COWLEY

JASON H. COWLEY, pursuant to the provisions of 28
U.S.C. § 1746, declares as follows:

1. I am an Assistant United States Attorney in the
office of Preet Bharara, United States Attorney for the Southern
District of New York. I am one of the Assistant United States
Attorneys responsible for representing the Government in the
above-captioned case. I respectfully submit this declaration in
support of the Government's motion to strike the claim of
Cardroom International, LLC.

2. In this in rem forfeiture and civil money
laundering penalty action, the United States of America (the
"Government") sought, inter alia, the forfeiture of all right,

title, and interest in the assets of a group of companies operating collectively as PokerStars and all right, title, and interest in the assets of a second group of companies operating collectively as Full Tilt Poker.

3. On or about September 30, 2011, Cardroom International, LLC ("Cardroom") filed a claim in this action pursuant to 18 U.S.C. § 983(d) asserting an interest in \$30,000,000 worth of defendant property relating to PokerStars, Full Tilt Poker, or certain Full Tilt Poker insiders named in the amended complaint in this action. Cardroom's claim did not identify any specific assets of Full Tilt Poker or PokerStars in which Cardroom asserted an ownership interest.

4. On or about July 30, 2012, the Government submitted to the Court separate stipulations of settlement with the PokerStars Companies and the Full Tilt Group.¹ The stipulations of settlement were so-ordered by the Court on July 31, 2012 and entered in the docket as docket entries 240 and 241. These stipulations of settlement settled the forfeiture and civil money laundering penalty claims against the PokerStars Companies and the Full Tilt Group by, inter alia, forfeiting certain assets of the Full Tilt Group, transferring those assets to the PokerStars Companies, and forfeiting funds from the PokerStars

¹ The entities included in the PokerStars Companies and the Full Tilt Group are defined in the respective stipulations.

Companies.

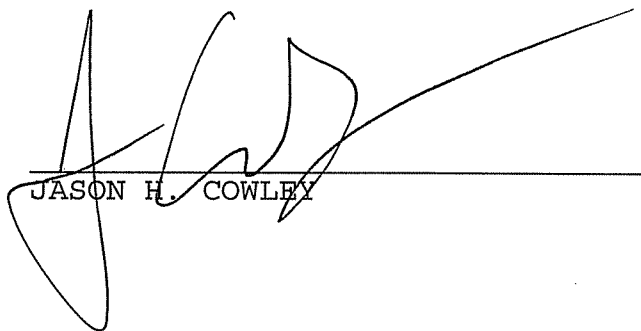
5. In anticipation of the stipulations of settlement with the PokerStars Companies and the Full Tilt Group, the Government sought consent to the forfeiture of assets pursuant to those stipulations from parties, including Cardroom, that had asserted claims to assets that would be forfeited. I and other Assistant United States Attorneys communicated with Cardroom's counsel by telephone and by email about the potential settlement stipulations in order to solicit Cardroom's consent. Prior to the submission to the Court of the stipulations with the Full Tilt Group and the PokerStars Companies, the Government provided Cardroom with a proposed Stipulation (a) describing the fact that the stipulations with the Full Tilt Group and the PokerStars Companies provided for the forfeiture of certain assets of the Full Tilt Group and the transfer of those assets to the PokerStars Companies, (b) providing for Cardroom's consent to the forfeiture, and (c) providing for the Government's agreement to hold \$30,000,000 -- the amount of Cardroom's claim in this action -- as a substitute res for the Forfeited Full Tilt Assets subject to Cardroom's claim. Counsel for Cardroom executed the stipulation on or about July 27, 2012.

6. During the Government's communications with Cardroom's counsel about the stipulations of settlement with the PokerStars Companies and the Full Tilt Group and about the

stipulation with Cardroom, Cardroom's counsel never raised any purported ownership interests claimed by Cardroom in any of Full Tilt Poker's specific assets, including any ownership interests in software or copyright interests in software; and never raised any purported restrictions on the transfer of such software or copyrights.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
September 4, 2012



A handwritten signature in black ink, appearing to read 'Jason H. Cowley', is written over a horizontal line. The signature is stylized and somewhat illegible.