

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DELIVERANCE POKER, LLC,
Plaintiff,

v.

MICHAEL MIZRACHI,
Defendant.

§
§
§
§
§
§
§

CIVIL ACTION NO. 1:10-CV-00664-JRN

MOTION TO ACCELERATE HEARING DATE
ON APPLICATION FOR PRELIMINARY INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Deliverance Poker, LLC (“Deliverance”) files this request to expedite the hearing on its application for preliminary injunction and would respectfully show the Court the following:

A. Introduction

Deliverance requests a hearing date on its application for preliminary injunction in advance of November 6, 2010, the day on which the “Main Event” of the World Series of Poker (“WSOP”) resumes. This date and event are significant because this is the type of exposure for which Deliverance contracted with Mizrachi in July 2009.¹ If not enjoined, Mizrachi is expected to continue breaching the contract with Deliverance by not promoting Deliverance and instead promoting Deliverance’s competitor, Tiltware, LLC (commonly known and referenced herein as “Full Tilt Poker”), during the Main Event of the WSOP. Mizrachi’s services are unique in that Mizrachi has exceptional and unique knowledge, skill, and ability in playing poker, which will be lost at the most critical time for Deliverance if Mizrachi is allowed to promote Deliverance’s

¹ A summary of the facts supporting this motion are attached in an Appendix.

competitor at the conclusion of the most prestigious event in the world of poker that will literally be shown worldwide on ESPN.

Currently, the hearing on Plaintiff's application for preliminary injunction is scheduled for November 9, 2010,² at which time the Main Event is expected to be concluded. Certainly, there will have been at least two days of the Main Event completed, and the Main Event may be over by the time of the scheduled hearing. Deliverance seeks a preliminary injunction in advance of November 6, 2010, in order to prevent irreparable harm that will result if Deliverance is deprived of the personal services for which Deliverance contracted in July 2009. The harm to Deliverance will be at least two-fold in that not only will Deliverance not receive the personal services for which it contracted, but Mizrachi will actually be promoting Deliverance's competitor.

B. Deliverance Will Suffer Irreparable Injury

Deliverance will suffer an irreparable injury if a preliminary injunction is not in place prior to the resumption of the Main Event of the WSOP on November 6, 2010. There are two areas of irreparable injury implicated for the threatened or actual breach of a personal services contract, such as Mizrachi's personal services contract with Deliverance. The loss of services under a personal services contract that are exceptional and unique entitle the non-breaching party to an injunction. The loss of goodwill and reputation is also the type of irreparable for which a party is entitled to injunctive relief.

² Deliverance acknowledges that this date was scheduled after counsel for Deliverance failed to provide timely notice to Mizrachi and Full Tilt Poker. Deliverance is fully capable of providing notice to Mizrachi and Full Tilt Poker within 24 hours of the Court rescheduling the hearing on the preliminary injunction. In fact, Deliverance is in possession of email contact information for both counsel for Mizrachi and counsel for Full Tilt Poker, so the information on a new hearing date could be provided promptly upon entry of an order. Moreover, counsel for Mizrachi has acknowledged to counsel for Deliverance that he is coordinating the defense of Mizrachi with counsel for Full Tilt Poker. It is apparent that both have been aware of the claims made in this case and are fully informed of the actions of the Court to date.

1. The loss of personal services constitutes irreparable injury.

Where an individual with exceptional and unique knowledge, skill, and ability contracts to provide those services and then breaches or threatens to breach that agreement, courts have routinely found irreparable harm and will issue a preliminary injunction to prevent the breaching party from performing those services for a third party. *E.g.*, *Boston Celtics, Ltd. v. Shaw*, 908 F.2d 1041, 1048 (1st Cir. 1990) (basketball player); *Boston Prof'l Hockey Assoc., Inc. v. Cheevers*, 472 F.2d 127, 128 (1st Cir. 1972) (hockey player); *Washington Capitols Basketball Club, Inc. v. Barry*, 419 F.2d 472 (9th Cir. 1969) (basketball player); *Houston Oilers, Inc. v. Neely*, 361 F.2d 36 (10th Cir. 1966) (football player); *Marchio v. Letterlough*, 237 F.Supp.2d 580 (E.D. Penn. 2003) (boxer); *Arias v. Solis*, 754 F.Supp. 290 (E.D. N.Y. 1991) (boxer); *Prof'l Sports, Ltd. v. The Virginia Squires Basketball Club, Ltd.*, 373 F.Supp. 946 (W.D. Tex. 1974) (basketball player); *Nassau Sports, Ltd. v. Hampson*, 355 F.Supp. 733, 736 (D. Minn. 1972) (hockey player); *Nassau Sports, Ltd. v. Peters*, 352 F.Supp. 870 (E.D. N.Y. 1972) (hockey player). The most common situation is where a star athlete threatens to play for a competing club, but irreparable harm has also been found in other types of personal services contracts. *See New England Patriots Football Club, Inc. v. Univ. of Colorado*, 592 F.2d 1196 (1st Cir. 1979) (football coach). *See also Pike Rollarena, Inc. v. Clark*, 54 Pa.D.&C.2d 25 (1971) (organist for roller rink). This principle is so well accepted that most courts have not felt a need to analyze why irreparable injury is shown where a party is deprived of the personal services of an individual with unique talents. In *Arias*, the district court simply quoted Farnsworth: "A court will not, however, grant an injunction unless the remedy in damages would be inadequate. *This requirement is met if the employee's services are unique or extraordinary ...*" *Arias* 754 F.Supp. at 294 (quoting E. Farnsworth, *Contracts* § 12.5 (1990) (emphasis added)).

A few cases have paused to analyze why the loss of such services is irreparable. In *Marchio*, the district court found irreparable injury in two types of contracts: “(1) where the subject matter of the contract is of such a *special nature or peculiar value* that damages would be inadequate; or (2) where because of some special or practical feature of the contract, it is *impossible to ascertain* the legal *measure of loss* so that money damages are impracticable.” *Marchio*, 237 F.Supp.2d at 586 (emphasis in original). See also *Pike Rollarena, Inc.*, 54 Pa.D.&C2d 25 (holding services of organist for skating rink “are of such a unique character, and display such knowledge, skill and ability as *renders him of peculiar value to the plaintiff, and so difficult of substitution*, that their loss will produce irreparable injury, in the legal significance of the term” that preliminary injunction was granted preventing organist from playing elsewhere during time contracted with plaintiff” (emphasis added)). In the *Virginia Squires* case, the district court noted the intangible qualities of “standing” in the league would be diminished as well as the chance to compete in playoffs.

All of the parties to this suit concede that the subject of the assigned player contract in controversy, George Gervin, is a player who possesses unique knowledge, skill, and ability in the sport of basketball, and this Court is of the opinion that the plaintiff would suffer irreparable harm if deprived of the services of Mr. Gervin. *There is a strong likelihood that its standing in the ABA would suffer; and its chances of obtaining a spot in the ABA playoffs would also be diminished.*

Virginia Squires, 373 F.Supp. at 949 (emphasis added). Another court noted the impossibility of replacing the contract with precisely the same services.

Plaintiff has shown, and the Court finds, that defendant Hampson is a skilled professional hockey player, that Hampson acknowledged in his contract with the North Stars that his services were unique and that it is impossible for plaintiff, given Hampson’s refusal to play hockey for plaintiff, to acquire precisely the same services. The Court concludes, from these findings, that

plaintiff has lost the unique services of Hampson and that such loss represents irreparable injury.

Hampson, 355 F.Supp. at 736. *But see Philadelphia Ball Club v. Lajoie*, 202 Pa. 210, 216 (1902) (holding that plaintiff need not prove impossibility of finding equivalent services, only that such services could not easily be obtained from others).³

It is clear that Mizrachi has exceptional and unique talent as a poker player. Numerous articles, as well as Mizrachi's own website, touts his exceptional and unique ability at playing poker. It is precisely Mizrachi's exceptional and unique ability as a poker player that formed the basis for the contract between Deliverance and Mizrachi. It is Mizrachi's exceptional and unique ability as a poker player that has enabled him to garner such publicity that make him valuable to Deliverance in promoting its website. Deliverance took a chance on whether Mizrachi would be successful in the world of poker; now that Mizrachi is at the pinnacle of media attention (the final table of the Main Event of the WSOP) Full Tilt Poker clearly seeks to retain Mizrachi's services. In fact, the harm to Deliverance is greater than the many cases in which the courts have found irreparable due to the loss of a star athlete. Those entities were faced simply with the loss of the services of the athlete; here, not only does Deliverance stand to lose the services of Mizrachi, but he is intent on actively promoting the direct competitor of Deliverance (thereby compounding the harm to Deliverance).

2. The loss of goodwill or reputation constitutes irreparable injury.

The federal courts have also routinely found irreparable harm in situations where the harm complained of is the loss of goodwill or reputation. *E.g., Paulsson Geophysical Servs., Inc. v. Sigmar*, 529 F.3d 303, 313 (5th Cir. 2008) (holding in trademark infringement case that injury

³ Texas courts have cited *Lajoie* in holding that a plaintiff need not show that the services are one-of-a-kind, but instead only that the services could not easily be replaced. *See Dallas Cowboys Football Club, Inc. v. Harris*, 348 S.W.2d 37, 44 (Tex. Civ. App.—Dallas 1961, no writ).

to company's goodwill sufficient to show irreparable injury); *Speigel v. City of Houston*, 636 F.2d 997 (5th Cir. Unit A 1981) (holding "possibility of customers being permanently discouraged from patronizing one's business" is an irreparable injury); *Ferrero v. Assoc. Materials Inc.*, 923 F.2d 1441 (11th Cir. 1991) (holding irreparable injury shown if defendant allowed to violate covenant not to compete because plaintiff would "lose its investment in good will and will lose long-time customers" (citing *Speigel*)); *Transperfect Translations v. Leslie*, 594 F.Supp.2d 742, 757 (S.D. Tex. 2009) ("Likely economic injuries may support a finding of irreparable harm especially if economic harm difficult to quantify."); *Hanger Prosthetics & Orthotics, Inc. v. Morgan*, 2000 WL 1843820 at *1 & n.3 (S.D. Ala. 2000) (characterizing authority as "overwhelming" that loss of goodwill is sufficient basis for preliminary injunction); *Digitel Corp. v. Deltacom, Inc.*, 953 F.Supp. 1486, 1498 (M.D. Ala. 1996) (holding "loss of customers and goodwill is 'irreparable' injury" (citing *Ferrero* and *Speigel*)).

It is the prospect of Mizrachi not only failing to promote the Deliverance website, but his concurrent and affirmative promotion of the website of Deliverance's competitor, that makes the harm to Deliverance irreparable. In other words, Mizrachi is promoting the goodwill and reputation of Full Tilt Poker. The advantage to Full Tilt Poker cannot likely be regained by Deliverance, nor will the harm to Deliverance be ameliorated, when Mizrachi plays in the Main Event of the WSOP promoting Full Tilt Poker. Full Tilt Poker will have five of the final nine players promoting Full Tilt Poker with patches, caps and the like; Deliverance had only one player at the final table (Mizrachi), and he has now breached his contract. The loss of goodwill and reputation to Deliverance is at least as great as the many cases in which the courts have found irreparable due to loss of goodwill and reputation.

C. The Deliverance Contract Is Effective

In his answer, Mizrachi claims that his contract with Deliverance never became effective because Deliverance failed to raise one million dollars by the applicable deadline. This is the first time Mizrachi ever voiced a claim or concern that Deliverance had failed to raise the one million dollars by the applicable deadline.⁴ The Court has likewise expressed a concern that the contract never became effective. Due to the importance of this issue relative to the right to a preliminary injunction, as well as ultimately to the relief sought in this lawsuit, Deliverance will briefly respond to this issue.

The short answer is that Deliverance raised the one million dollars in equity by August 24, 2009. Specifically, Deliverance acquired same via the payment of \$400,000 plus the conveyance of an 8% equity interest to Sabre Asset Management, S.A., in exchange for the software necessary for the business. Each percentage interest in Deliverance is valued at \$150,000, so the 8% interest is valued at \$1,200,000. The \$1,200,000 plus the \$400,000 payment is equivalent to equity of \$1,600,000. This more than satisfies the equity requirement in the contract between Plaintiff and Defendant.

Even if the agreement for the software were somehow found to be insufficient to trigger the Effective Date provision, Mizrachi cannot now complain about it. He has waived any complaint that Deliverance failed to timely raise the required equity.

The Fifth Circuit has analyzed Texas law in a similar case and found waiver established as a matter of law. *See J.F. Shea Co., Inc. v. Gulf Coast Grouting, Inc.*, 388 F.3d 530 (5th Cir. 2004). In *J.F. Shea*, the Fifth Circuit correctly set out Texas law on the issue of waiver.

Under Texas law waiver is an intentional relinquishment of a known right or intentional conduct inconsistent with claiming that

⁴ Mizrachi raises a number of other claims and affirmative defenses, but the only factual allegation in support of any of these defenses is the allegation that Deliverance failed to raise the one million dollars by the applicable deadline.

right. Waiver is largely a matter of intent, and for implied waiver to be found through a party's inactions, intent must be clearly demonstrated by the facts and circumstances.

Silence or inaction, for so long a period as to show an intention to yield a known right, is also enough to prove waiver. The issue of waiver becomes a matter of law only where material facts and circumstances are undisputed or clearly established and there is no room for argument or inference.

* * *

[W]e note that a condition precedent may be waived, and the waiver of a condition precedent may be inferred from the party's conduct.

Id. at 533 – 34 (quotations and citations omitted). In *J.F. Shea*, the Fifth Circuit held as a matter of law that where a certificate of insurance naming the general contractor as an additional insured under the contract prior to the commencement of work was not issued, the general contractor had waived the condition precedent where the contract was otherwise performed and accepted thereby. *Id.* at 532 – 34. The Fifth Circuit reached this conclusion even though the contract at issue had a non-waiver clause. The Court held that the non-waiver clause may be some evidence of non-waiver, but not a substantive bar to waiver. *Id.* at 534.

Similarly, the contract at issue in this case provides that Deliverance was required to raise \$1,000,000 in debt or equity by August 24, 2009, or the contract would automatically terminate. Also similar to the contract in *J.F. Shea*, the contract at issue here also provided that Mizrachi would be compensated under its terms on the Effective Date.

Compensation. Deliverance agrees to pay the [Mizrachi] *on the Effective Date* (a) a membership interest in Deliverance equal to one and three-quarters percent (1.75%) as of the Effective Date and (b) One Hundred Fifty Thousand Dollars (\$150,000.00) (collectively, the “**Representation Fee**”).

Agreement, par. 7 (first emphasis added). Mizrachi actually accepted the 1.75% interest in Deliverance and the \$150,000, indicating that he agreed the \$1,000,000 had been raised or that he intended to waive the requirement. In his answer, Mizrachi further acknowledges that he played in approximately 20 tournaments wearing hats and other items prominently featuring Plaintiff's name and logo. *See* Defendant Michael Mizrachi's Original Answer, par. 8. Mizrachi's actions clearly demonstrate that 1) the condition precedent had either been satisfied or 2) an intent to waive the requirement.

The same conduct of Mizrachi also operates to ratify the contract at issue. "Ratification operates to allow a party having the power to avoid his contractual duty to make, or be deemed to have made, a new promise to perform his voidable duty and thus, extinguish his power of avoidance." *Wamsley v. Champlin Refining and Chemicals, Inc.*, 11 F.3d 534, 538 (5th Cir. 1993). To the extent Mizrachi had any right to avoid his obligations under the contract, he did not do so and instead ratified his waiver of the condition precedent by keeping the benefits provided to him under the contract. *See id.* at 540 ("When Appellants chose to retain and not tender back to Champlin the benefits paid them in consideration for the promise not to sue Champlin, they manifested their intention to be bound by the waivers and thus, made a new promise to abide by their terms."). In fact, to this day, Mizrachi has kept the benefits he received under the subject contract which additionally demonstrates ratification of the contract.

Finally, the same conduct estops Mizrachi from claiming that the condition precedent had not been satisfied. Two forms of estoppel are applicable here. Promissory estoppels prevents a party from denying the enforceability of a promise where: "(1) a promise (2) that the promisor should have expected would lead the promisee to some definite and substantial injury, (3) that such an injury occurred, and (4) the injustice that may be remedied only by enforcing the

promise.” *Hartford Fire Ins. Co. v. City of Mont Belvieu, Texas*, 611 F.3d 289, 295 (5th Cir. 2010). Quasi estoppel, or estoppel by contract, prevents a party from taking a position inconsistent with the contract when that party has accepted benefits under the contract and that party’s position prejudices another. “The doctrine applies when it would be unconscionable to allow a person to maintain a position inconsistent with one to which . . . he accepted a benefit.” *Lozano v. OCWEN Fed’l Bank*, 489 F.3d 636, 640 (5th Cir. 2007).

The facts of this case satisfy both the elements for promissory estoppels and for quasi estoppel. First, Mizrachi clearly accepted the benefits under the contract (and has not returned nor offered to return those benefits). Second, Mizrachi knew that the entire purpose for the contract was so that Deliverance could promote its business to customers, which would in turn allow Deliverance to attract investors. Third, Deliverance did in fact incur substantial expenses as well as a number of investors in reliance on Mizrachi’s representation that he would promote the Deliverance website, and Deliverance passed on an opportunity to earn \$1,000,000 because of its contract with Mizrachi, and Mizrachi was aware of this offer and voiced no complaint, but instead agreed to continue with the contract with Deliverance. Fourth, these investments will be lost if Mizrachi is permitted to abandon his obligations under the contract. Fifth, injustice may be avoided only by enforcing Mizrachi’s promise and continued representations of his intent to honor the contract by accepting the benefits and performing under the contract until a better offer came along on the heels of his success at the 2010 WSOP.

For the foregoing reasons, Deliverance requests the Court to accelerate the hearing date on Deliverance’s application for preliminary injunction.

Respectfully submitted,

William Pieratt Demond
State Bar No. 24058931
CONNOR & DEMOND, PLLC
701 Brazos St., Suite 500
Austin, Texas 78701
Telephone: (512) 917-2111
Facsimile: (512) 519-2495
Email: william.demond@connordemond.com
ATTORNEY FOR PLAINTIFF
DELIVERANCE POKER, LLC

By: */s/ Richard E. Gray, III*

Richard E. Gray, III
State Bar No. 08328300
Email: rick.gray@graybecker.com
Douglas M. Becker
State Bar No. 02012900
Email: doug.becker@graybecker.com
John D. Jacks
State Bar No. 00785986
Email: john.jacks@graybecker.com

CO-COUNSEL FOR PLAINTIFF
DELIVERANCE POKER, LLC

Certificate of Conference

Counsel for Plaintiff has conferred with counsel for Defendant, Michael Mizrachi, and Defendant opposes this Motion to Accelerate Hearing Date on Application for Preliminary Injunction.

/s/ Richard E. Gray, III

CERTIFICATE OF SERVICE

The undersigned certifies that on October 20, 2010, a true and correct copy of the foregoing was served upon the following counsel:

John P. Henry
The Law Offices of John Henry, P.C.
P.O. Box 1838
Round Rock, Texas 78680
Counsel for Defendant Michael Mizrachi

Ian J. Imrich -
Counsel for Tiltware, LLC
via email – ian@ijilaw.com

/s/ Richard E. Gray, III

P:\3100\3121-01_Deliverance Poker\Pleadings\Motion to Accelerate Hearing Date.docx

APPENDIX

Statement of Facts in Support of Motion to Accelerate Hearing Date on Application for Preliminary Injunction

Michael Mizrachi (“Mizrachi”) is a professional poker player who plays in poker tournaments worldwide and is a celebrity among poker players.¹ Mizrachi calls himself “The Grinder” for his steady, consistent style of play.² Two well-known magazines among poker players, CardPlayer³ and Ante Up,⁴ have provided extensive profiles of his rapid rise to stardom in the poker world. Mizrachi also has his own website in which he provides personal information as well as a history of his poker successes.⁵ CardPlayer magazine named Mizrachi Player of the Year for 2006,⁶ and Ante Up named Mizrachi Player of the Year for 2010.⁷ Mizrachi has won or placed high in poker tournaments throughout the world, winning millions of dollars, as catalogued on his website and the articles written about him.⁸ More recently, Mizrachi won the \$50,000 Players Championship at the 2010 World Series of Poker (“WSOP”) for which he collected approximately \$1.6 million in winnings.⁹ Mizrachi is also one of nine players remaining in the Main Event of the WSOP, which began with more than 7,300 players.¹⁰ The Main Event at the WSOP is considered the most prestigious poker tournament worldwide.¹¹

¹ See Affidavit of Carlos Benavides, III (“Benavides Affidavit”) (pars. 6, 14, 15, 17, and 18), attached as Exhibit A, and Exhibits 2, 3, and 6 to Benavides Affidavit.

² See Benavides Affidavit (par.6).

³ See Exhibit 3 to Benavides Affidavit.

⁴ See Exhibit 6 to Benavides Affidavit.

⁵ See Exhibit 2 to Benavides Affidavit; see also <http://www.michaelmizrachi.com>. Note, it is obvious that Mizrachi has not updated his website in several years.

⁶ See Exhibit 3 to Benavides Affidavit

⁷ See Exhibit 6 to Benavides Affidavit.

⁸ See Exhibits 2, 3, and 6 to Benavides Affidavit.

⁹ See Benavides Affidavit and Exhibit 6 to Benavides Affidavit.

¹⁰ See *id.*

¹¹ See *id.*

In 2007, Carlos Y. Benavides, III (“Benavides”) began developing the concept of an online poker website that would compete with two well-known sites, Full Tilt Poker¹² and Poker Stars.¹³ Benavides began developing the logos and branding for the new site and filed trademarks on a number of these.¹⁴ Benavides also began exploring options for obtaining software that would be necessary to operate such a website.¹⁵ Benavides quickly discovered that such software could cost \$2,000,000 to \$5,000,000 or more.¹⁶ Benavides began negotiating for the purchase of the necessary software.¹⁷

Benavides needed someone with notoriety and ability to effectively compete in poker tournaments to endorse Deliverance Poker in order to make it a viable competitor to these established businesses.¹⁸ He needed a poker celebrity to endorse Deliverance Poker in order to attract people to the website and investors in the business.¹⁹

In the spring of 2009, Benavides was introduced to Mizrachi and his brothers, Robert, Eric, and Daniel in Las Vegas, Nevada.²⁰ Benavides already knew of Mizrachi from Mizrachi’s many appearances on television in various poker tournaments and knew that Mizrachi had the exceptional and unique ability, skill, and knowledge to be one of the elite in the world of poker tournaments.²¹ Benavides also knew that Mizrachi was known by a nickname, ‘The Grinder’ for his steady, consistent style of play, and that Mizrachi had made an extraordinary showing in 2005 WSOP by placing in seven different events.²² Benavides was also familiar with Mizrachi’s

¹² Full Tilt Poker is the brand name for Tiltware, LLC.

¹³ See Benavides Affidavit (par. 3).

¹⁴ See *id.*

¹⁵ See *id.* (par. 4)

¹⁶ See *id.*

¹⁷ See *id.*

¹⁸ See *id.* (par. 5).

¹⁹ See *id.*

²⁰ See *id.* (par. 6) and Exhibits 2 and 3 to Benavides Affidavit.

²¹ See *id.* (par. 6) and Exhibit to Benavides Affidavit.

²² See Benavides Affidavit (par. 6) and Exhibits 2 and 3 to Benavides Affidavit.

wins or high finishes in a number of well-known events attended by many of the top poker professionals.²³ For example, Mizrachi had won the 2005 LA Poker Classic sponsored by the World Poker Tour, finished second in the Gold Strike World Poker Open in Tunica, won the 2006 Borgatta Winter Poker Open, as well as many others. Benavides also knew that Mizrachi had been named Player of the Year in 2006 by CardPlayer magazine.²⁴ In addition, Benavides believed Mizrachi projected the youthful, confident image that would make him a great asset in marketing Deliverance Poker.²⁵

At the time that Benavides met with Mizrachi in the spring of 2009, Mizrachi was in need of money, as 1) he had not been having the success he had enjoyed in earlier times and 2) the Internal Revenue Service was seeking to collect several hundred thousand dollars from him in back taxes.²⁶ Benavides explained his concept for Deliverance to Mizrachi and his brothers, and they were all very eager to participate in the venture.²⁷ Mizrachi stood to earn not only a significant amount of money just for agreeing to the deal, but also an interest in the company that could be worth a huge amount of money, if successful.²⁸

A contract was proposed and Mizrachi was permitted to review and obtain advice on the contract.²⁹ On July 12, 2009, Mizrachi signed the contract that is the subject of this lawsuit.³⁰ The contract was executed by Benavides, on behalf of Deliverance Poker, on July 13, 2009.³¹ At this time, Deliverance Poker paid to Mizrachi \$60,000 of the \$150,000 to which he was entitled under the contract and conveyed to Mizrachi the 1.75% interest to which he was also entitled

²³ *See id.*

²⁴ *See id.*

²⁵ *See* Benavides Affidavit (par. 6).

²⁶ *See* Benavides Affidavit (par. 7).

²⁷ *See id.*

²⁸ *See id.*

²⁹ *See* Benavides Affidavit (par. 8).

³⁰ *See id.* and Exhibit 4 to Benavides Affidavit.

³¹ *See id.*

under the contract.³² Mizrachi gladly accepted the \$60,000 and did not raise any questions as to whether the contract had become “effective” under its terms.³³

Shortly after executing the contract with Mizrachi, and largely because Mizrachi had agreed to promote Deliverance Poker, Deliverance Poker was able to enter into a contract with Sabre Asset Management, S.A. (“Sabre”) for the software necessary to operate the website.³⁴ In particular, on July 24, 2009, Sabre agreed to contribute the software necessary for the website in exchange for the payment of \$400,000 and an 8% equity interest in Deliverance Poker.³⁵ The software was valued at more than \$1,000,000 as the interests in Deliverance Poker were valued at \$150,000 per percentage interest.³⁶

Benavides spoke frequently with Mizrachi about the progress of the business, and Benavides specifically told Mizrachi of the value of the software contributed by Sabre and the specifics of the agreement with Sabre.³⁷ Benavides further informed Mizrachi of his efforts to promote Deliverance Poker around both Mizrachi’s name and his success as a poker professional.³⁸ Mizrachi did not 1) raise any objection whatsoever that the contribution of the software by Sabre did not render the contract with him effective or 2) raise any concerns that the contract was not effective.³⁹ Mizrachi also did not have any objection to building the Deliverance Poker brand around his name.⁴⁰ Mizrachi began wearing the Deliverance Poker

³² See Benavides Affidavit (par. 8).

³³ See *id.*

³⁴ See Benavides Affidavit (par. 9) and Exhibit 1 to Benavides Affidavit.

³⁵ See *id.*

³⁶ See *id.*

³⁷ See Benavides Affidavit (par. 10).

³⁸ See *id.*

³⁹ See *id.*

⁴⁰ See *id.*

gear, in particular, the caps and shirts with the logos and name of Deliverance Poker prominently displayed.⁴¹

Approximately three months after Mizrachi signed the agreement with Deliverance Poker, Deliverance Poker paid Mizrachi another \$30,000 toward the \$150,000 to which he was entitled under the contract.⁴² Again, Mizrachi gladly accepted the \$30,000 and did not register any complaint that the contract was not effective. Mizrachi continued wearing the Deliverance Poker gear as previously described.⁴³

In the fall of 2009, Bobby Wallace of Wallace International, a New York based company, proposed a deal that would have paid Deliverance Poker approximately \$1,000,000, but it would have required Deliverance Poker to abandon its agreement with Mizrachi and his brothers and work with a different concept for Deliverance Poker.⁴⁴ Benavides refused to do so because Deliverance Poker had an agreement with Mizrachi, and Benavides intended to honor the agreement.⁴⁵ Benavides actually informed Mizrachi of this offer. Mizrachi did not disagree that he had an agreement with Deliverance Poker, nor did Mizrachi tell Benavides that he should accept the other offer.⁴⁶

During this period of time, Deliverance Poker was working with Sabre to create the website, continuing to develop the brand through Mizrachi and his brothers, and planning for the launch of the website.⁴⁷ Mizrachi continued wearing the Deliverance Poker gear.⁴⁸

⁴¹ *See id.*

⁴² *See* Benavides Affidavit (par. 11).

⁴³ *See id.*

⁴⁴ *See* Benavides Affidavit (par. 12).

⁴⁵ *See id.*

⁴⁶ *See id.*

⁴⁷ *See* Benavides Affidavit (par. 13).

⁴⁸ *See id.*

In June and July 2010, Mizrachi began competing at various events at the WSOP. Mizrachi won the \$50,000 Players Championship in early July 2010, which paid him approximately \$1.6 million.⁴⁹ The next day, Mizrachi gave an interview with Ante Up magazine, another magazine popular with poker players.⁵⁰ In this interview, Mizrachi actively promoted Deliverance Poker, at one point stating, “Deliverance has a great logo and I think we have a legit (sic) shot. . . . The four [Mizrachi] brothers have joined together and I think it will be a great site. It’s gonna take a long time, but if there’s time and great marketing strategy I think we have a legitimate shot at competing with the other sites.”⁵¹

In July 2010, Deliverance Poker paid to Mizrachi the remaining \$60,000 owed under the contract.⁵² Mizrachi again willingly accepted the money without mentioning, much less complaining, that the contract was not effective.⁵³

During the 2010, Mizrachi had great success and was becoming even more popular in the poker world.⁵⁴ Benavides was delighted because Mizrachi’s success and popularity was exactly what Benavides had hoped would happen and he believed that the investment in Mizrachi would pay huge dividends in promoting Deliverance Poker.⁵⁵

It was also in July 2010 that Deliverance Poker planned the “soft launch” of its website, which is essentially a testing phase to make sure the website functioned properly.⁵⁶ Deliverance Poker had planned the “hard launch”(meaning the fully operational launch) of the website for September 7, 2010, during the European WSOP.⁵⁷ Benavides kept Mizrachi fully informed of

⁴⁹ See Benavides Affidavit (par. 14) and Exhibit 6 to Benavides Affidavit.

⁵⁰ See Exhibit 6 to Benavides Affidavit.

⁵¹ See *id.*

⁵² See Benavides Affidavit (par. 14).

⁵³ See *id.*

⁵⁴ See Benavides Affidavit (par. 15) and Exhibit 6 to Benavides Affidavit.

⁵⁵ See Benavides Affidavit (par. 15).

⁵⁶ See Benavides Affidavit (par. 16).

⁵⁷ See *id.*

the progress, testing dates, and plans to fully open the Deliverance Poker website on September 7, 2010.⁵⁸ Mizrachi voiced no problems with the plans or his willingness to continue promoting Deliverance Poker as he had been doing since July 2009.⁵⁹

The Main Event of the WSOP, which is a \$10,000 buy-in, no-limit tournament, began on July 5, 2010.⁶⁰ This is considered the premier event in all of poker tournaments.⁶¹ Mizrachi began having success right away.⁶² On or about the fourth day of the Main Event, Benavides noticed that Mizrachi was not wearing the Deliverance Poker gear, which was odd because he had been wearing it throughout the tournament to this point.⁶³ On or about the sixth day of the Main Event, Mizrachi called Benavides around noon, which is right before the tournament was to resume.⁶⁴ Mizrachi started out by saying that he had been offered a deal by Full Tilt Poker, and he explained the offer, which was essentially a graduated offer depending on how long Mizrachi continued to progress in the Main Event.⁶⁵ Benavides understood if Mizrachi made the final table of the Main Event, the deal with Full Tilt Poker would be worth approximately \$2,400,000.⁶⁶ Mizrachi told Benavides, “My deal with Full Tilt Poker won’t affect us [Deliverance Poker] because we’ve been getting good press.”⁶⁷ Mizrachi fully acknowledged his contract with Deliverance Poker, but he wanted out of it long enough to take advantage of the offer with Full Tilt Poker.⁶⁸ Mizrachi said that he intended to go back to promoting Deliverance

⁵⁸ *See id.*

⁵⁹ *See id.*

⁶⁰ *See* Benavides Affidavit (par. 17).

⁶¹ *See id.*

⁶² *See id.* and Exhibit 6 to Benavides Affidavit.

⁶³ *See* Benavides Affidavit (par. 17).

⁶⁴ *See id.*

⁶⁵ *See id.*

⁶⁶ *See id.*

⁶⁷ *See id.*

⁶⁸ *See id.*

Poker once his run in the Main Event ended.⁶⁹ Mizrachi further offered to pay Deliverance Poker 20% of what Full Tilt Poker paid him in order to compensate Deliverance Poker for working for Full Tilt Poker.⁷⁰ Benavides told Mizrachi that he had an agreement with Deliverance Poker and that it would be devastating to Deliverance Poker if Mizrachi started promoting Full Tilt Poker in violation of the agreement.⁷¹ Benavides did not agree to allow Mizrachi to break his contract with Deliverance Poker and told Mizrachi that he did not agree, but Mizrachi said he would do it anyway.⁷² Mizrachi also said that he would visit Benavides after he finished in the WSOP Main Event.⁷³

On or about July 17, 2010, the Main Event field was narrowed to nine players out of more than 7,300 entrants, and Mizrachi was one of the remaining nine players.⁷⁴ After the field was narrowed to the final nine players, the tournament was recessed until November 6, 2010, in order to promote the finals for a live broadcast at that time.⁷⁵ After the Main Event was recessed, Mizrachi drove to Laredo to see Benavides regarding his agreement with Deliverance Poker.⁷⁶ At this time, however, Mizrachi was no longer planning to go back to promoting Deliverance Poker after the WSOP concluded in November 2010.⁷⁷ Mizrachi did not say that he did not have an enforceable contract with Deliverance Poker, but instead threatened Benavides that the lawyers for Full Tilt Poker would find a way for him to get out of his agreement with Deliverance Poker if Deliverance Poker complained.⁷⁸

⁶⁹ *See id.*

⁷⁰ *See id.*

⁷¹ *See id.*

⁷² *See id.*

⁷³ *See id.*

⁷⁴ *See* Benavides Affidavit (par. 18) and Exhibit 6 to Benavides Affidavit.

⁷⁵ *See id.*

⁷⁶ *See* Benavides Affidavit (par. 18).

⁷⁷ *See id.*

⁷⁸ *See id.*

After Mizrachi began promoting Full Tilt Poker instead of Deliverance Poker, Sabre began complaining that Benavides had misled it about Mizrachi promoting Deliverance Poker, and Sabre has refused to go forward with the launch of the website.⁷⁹ Benavides also can no longer effectively seek additional investors in Deliverance Poker, since the entire brand of Deliverance Poker had been built around Mizrachi and he was now promoting Deliverance Poker's competitor, Full Tilt Poker.⁸⁰

⁷⁹ See Benavides Affidavit (par. 19)

⁸⁰ See *id.*

IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

DELIVERANCE POKER, LLC,
Plaintiff,

v.

MICHAEL MIZRACHI,
Defendant

§
§
§
§
§
§
§
§

CIVIL ACTION NO. 1:10-CV-00664-JRN

AFFIDAVIT OF CARLOS Y. BENAVIDES, III

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Before me, the undersigned notary, on this day, personally appeared Carlos Y. Benavides, III, a person whose identity is known to me. After I administered an oath to him, upon his oath, he stated:

1. "My name is Carlos Y. Benavides, III. I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. "I am the manager of Deliverance Poker, LLC ('Deliverance Poker'), the Plaintiff in the above-styled cause of action.
3. "In approximately 2007, I began developing the concept for Deliverance Poker, which was intended to be a competitor of Full Tilt Poker for online poker games and the selling of merchandise with the brand of Deliverance Poker. In this regard, I had trademarked the symbol for Deliverance Poker as well as several other concepts associated with the brand.
4. "In 2008 and early 2009, I also began investigating the type of software necessary in order to operate such a website. Through my investigations I discovered that the software needed for the website would cost anywhere from \$2,000,000 to \$5,000,000 or more. I also began negotiating an agreement for the provision of the software for the Deliverance Poker website with several companies and eventually ended up signing an agreement with Sabre Asset Management, S.A. ('Sabre'). This contract is attached hereto as Exhibit 1.
5. "In order to market the website, I also needed a poker celebrity. Full Tilt Poker is associated with a number of poker celebrities, such as Howard Lederer, Phil Ivey, Chris Ferguson, and others. Poker Stars, another provider of online poker games, is also

associated with a number of profession poker players, such as Chris Moneymaker, Daniel Negreanu, Vanessa Rousso, and others. I needed someone with the same notoriety and ability to effectively compete in poker tournaments to endorse Deliverance Poker in order to make it a viable competitor to these established businesses. I needed a poker celebrity to endorse Deliverance Poker in order to attract people to the website and investors in the business.

6. "In the spring of 2009, I was introduced to Michael Mizrachi ('Mizrachi') and his brothers, Robert, Eric, and Daniel in Las Vegas, Nevada. I knew of Mizrachi from his many appearances on television in various poker tournaments and knew that he had the exceptional and unique ability, skill, and knowledge to be one of the elite in the world of poker tournaments. I knew that Mizrachi was known by a nickname, 'The Grinder' for his steady, consistent style of play, and he had made an extraordinary showing in 2005 World Series of Poker ('WSOP') by placing in seven different events. Mizrachi had also won or had high finishes in a number of well-known events attended by many of the top poker professionals. Mizrachi won the 2005 LA Poker Classic sponsored by the World Poker Tour, finished second in the Gold Strike World Poker Open in Tunica, won the 2006 Borgatta Winter Poker Open, as well as many others. Mizrachi literally won millions of dollars in playing poker. Attached as Exhibit 2 to this affidavit are eight pages from Mizrachi's website. The website, however, apparently has not been updated in a long time because Mizrachi has won or placed high a number of other events since 2006 that are not included on his website. In 2006, Mizrachi was also named Player of the Year by CardPlayer magazine, which is a popular magazine among poker players. See CardPlayer article, attached hereto as Exhibit 3; article can also be found online at <http://www.cardplayer.com/press/34-card-player-magazine-crowns-michael-the-grinder-mizrachi-as-2006-player-of-the-year>. In addition to the many successes as a poker player achieved by Mizrachi, he also projects a youthful, confident image that I believed would make him a great asset in marketing Deliverance Poker.
7. "At the time that I met with Mizrachi in the spring of 2009, Mizrachi, however, was in need of money, as he had not been having the success he had enjoyed in earlier times and the Internal Revenue Service was seeking to collect several hundred thousand dollars from him in back taxes. I explained my concept to Mizrachi and his brothers, and they were all very eager to participate in the venture. Mizrachi stood to earn a significant amount of money just for agreeing to the deal, but also an interest in the company that could be worth a huge amount of money, if successful.
8. "A contract was proposed and Mizrachi was permitted to review and obtain advice on the contract. On July 12, 2009, Mizrachi signed the contract that is the subject of this lawsuit. The contract was executed by me, on behalf of Deliverance Poker, on July 13, 2009. See Promotional Representation Agreement, attached hereto as Exhibit 4. At this time, Deliverance Poker paid to Mizrachi \$60,000 of the \$150,000 to which he was entitled under the contract and conveyed to Mizrachi the 1.75% interest to which he was also entitled under the contract. Mizrachi gladly accepted the \$60,000 and did not raise any questions whatsoever as to whether the contract had become 'effective' under its terms.

9. "Shortly after executing the contract with Mizrachi, and largely because Mizrachi had agreed to promote Deliverance Poker, Deliverance Poker was able to enter into a contract with Sabre for the software necessary to operate the website. In particular, on July 24, 2009, Sabre agreed to contribute the software necessary for the website in exchange for the payment of \$400,000 and an 8% equity interest in Deliverance Poker. See Exhibit 1 (page 5). The software was valued at more than \$1,000,000 as the interests in Deliverance Poker were valued at \$150,000 per percentage interest.
10. "I spoke frequently with Mizrachi about the progress of the business, and I specifically told him of the value of the software contributed by Sabre and the specifics of the agreement with Sabre. I further informed Mizrachi of the efforts to promote Deliverance Poker around Mizrachi's name and success as a poker professional. Mizrachi did not raise any objection whatsoever that the contribution of the software by Sabre did not render the contract with him effective or raise any concerns whatsoever that the contract was not effective. Mizrachi also did not have any objection to building the Deliverance Poker brand around him. Mizrachi began wearing the Deliverance Poker gear, in particular, the caps and shirts with the logos and name of Deliverance Poker prominently displayed. See photographs of Mizrachi wearing Deliverance Poker gear, attached hereto as Exhibit 5.
11. "Approximately three months after Mizrachi signed the agreement with Deliverance Poker, Deliverance Poker paid Mizrachi another \$30,000 toward the \$150,000 to which he was entitled under the contract. Again, Mizrachi gladly accepted the \$30,000 and did not register any complaint that the contract was not effective. Mizrachi continued wearing the Deliverance Poker gear as previously described.
12. "In the fall of 2009, Bobby Wallace of Wallace International, a New York based company, proposed a deal that would have paid Deliverance Poker approximately \$1,000,000, but it would have required Deliverance Poker to abandon its agreement with Mizrachi and his brothers and work with a different concept for Deliverance Poker. I refused to do so because Deliverance Poker had an agreement with Mizrachi, and I had promised Mizrachi that I would honor that agreement. I actually informed Mizrachi of this offer. He did not disagree that we had an agreement, nor did he tell me I should accept the other offer.
13. "During this period of time, Deliverance Poker was working with Sabre to create the website, continuing to develop the brand through Mizrachi and his brothers, and planning for the launch of the website. Mizrachi continued wearing the Deliverance Poker gear.
14. "In June and July 2010, Mizrachi began competing at various events at the WSOP. Mizrachi won the \$50,000 Players Championship in early July 2010, which paid him approximately \$1.6 million. The next day, Mizrachi gave an interview with Ante Up magazine, another magazine popular with poker players. In this interview, Mizrachi actively promoted Deliverance Poker, at one point stating, "Deliverance has a great logo and I think we have a legit shot. . . . The four [Mizrachi] brothers have joined together

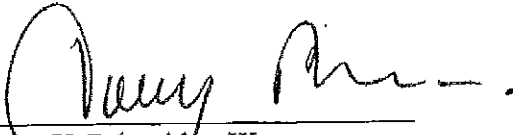
and I think it will be a great site. It's gonna take a long time, but if there's time and great marketing strategy I think we have a legitimate shot at competing with the other sites.' See Ante Up article, attached as Exhibit 6. In July 2010, Deliverance Poker paid to Mizrachi the remaining \$60,000 owed under the contract. Mizrachi again willingly accepted the money without mentioning, much less complaining, that the contract was not effective.

15. "During the 2010, Mizrachi had great success and was becoming even more popular in the poker world. We at Deliverance Poker were delighted because his success and popularity was exactly what we had hoped would happen and we believed that the investment in Mizrachi would pay huge dividends in promoting Deliverance Poker.
16. "It was also in July 2010 that we planned the 'soft launch' of the Deliverance Poker website, which is essentially a testing phase to make sure the website functioned properly. We were planning the 'hard launch,' meaning fully operational, of the website for September 2010 during the European WSOP. I kept Mizrachi fully informed of the progress, testing dates, and plans to fully open the Deliverance Poker website on September 7, 2010. Mizrachi voiced no problems with the plans or his willingness to continue promoting Deliverance Poker as he had been doing since July 2009.
17. "The Main Event of the WSOP, which a \$10,000 buy-in, no-limit tournament, began on July 5, 2010. This is considered the premier event in all of poker tournaments. Mizrachi began having success right away. On or about the fourth day of the Main Event, I noticed that Mizrachi was not wearing the Deliverance Poker gear, which was odd because he had been wearing it throughout the tournament to this point. On or about the sixth day of the Main Event, I received a call from Mizrachi at around noon, which is right before the tournament was to resume. Mizrachi started out by saying that he had offered a deal by Full Tilt Poker, and he explained the offer, which was essentially a graduated offer depending on how long Mizrachi continued to progress in the Main Event. I understood if he made the final table of the Main Event the deal with Full Tilt Poker would be worth approximately \$2,400,000. Mizrachi said, 'My deal with Full Tilt Poker won't affect us [Deliverance Poker] because we've been getting good press.' Mizrachi fully acknowledged his contract with Deliverance Poker, but he wanted out of it long enough to take advantage of the offer with Full Tilt Poker. He said that he intended to go back to promoting Deliverance Poker once his run in the Main Event ended. Mizrachi further offered to pay Deliverance Poker 20% of what Full Tilt Poker paid him in order to compensate Deliverance Poker for working for Full Tilt Poker. I told Mizrachi that he had an agreement with Deliverance Poker and that it would be devastating to Deliverance Poker if he started promoting Full Tilt Poker in violation of the agreement. I did not agree for him to break his contract with Deliverance Poker and let him know that I did not agree, but he said he would do it anyway. Mizrachi also said that he would come see me after he finished in the WSOP Main Event.
18. "On or about July 17, 2010, the Main Event field was narrowed to nine players out of more than 7,300 entrants, and Mizrachi was one of the remaining nine players. After the field was narrowed to the final nine players, the tournament is recessed until November 6,

2010, in order to promote the finals for a live broadcast at that time. After the Main Event was recessed, Mizrachi did drive to Laredo to see me regarding his agreement with Deliverance Poker. At this time, however, Mizrachi was no longer planning to go back to promoting Deliverance Poker after the WSOP concluded in November 2010. Mizrachi did not say that he did not have an enforceable contract with Deliverance Poker, but instead that the lawyers for Full Tilt Poker would find a way for him to get out of his agreement with Deliverance Poker if Deliverance Poker complained.

19. "After Mizrachi began promoting Full Tilt Poker instead of Deliverance Poker, Sabre began complaining that I had misled them about Mizrachi promoting Deliverance Poker, and Sabre has refused to go forward with the launch of the website. I also can no longer effectively seek additional investors in Deliverance Poker, since the entire brand of Deliverance Poker had been built around Mizrachi and he was now promoting Deliverance Poker's competitor, Full Tilt Poker. If Mizrachi will honor his agreement, I believe that I can get the website fully launched relatively quickly, as well as attract additional investors in the company, if it is determined that additional investors are needed."


END OF TESTIMONY



Carlos Y. Benavides, III

SWORN TO and SUBSCRIBED before me by Carlos Y. Benavides, III, on October 19, 2010.





Notary Public in and for
The State of Texas

My commission expires: 8/2/11

EXHIBIT 1

EXECUTION COPY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is entered into this 24th day of July, 2009.

BETWEEN:

Sabre Asset Management S.A. with a registered office at 47th St and Ave. Aquilino de la Guardia, Ocean Business Plaza - 22 Floor, #9 Panama, Republic of Panama ("Licensor")

AND

Deliverance Poker, LLC, a Texas limited liability company, with a registered office at 1116 Calle Del Norte, Laredo, TX 78041, United States of America ("Licensee")

WHEREAS,

- A. Licensee is in the business of marketing and operating online gaming services in the Global Market; and
- B. Licensor owns all right, title and interest in and to the Software and Source Code (each as defined below).

NOW THEREFORE, in consideration of the premises and mutual covenants herein set forth, the parties hereto agree as follows:

1. Representations and Warranties

1.1 To induce Licensor to enter into this Agreement, Licensee represents and warrants that:

(a) it is duly organized and validly existing under the laws of the State of Texas, in the United States of America;

(b) it has the requisite power and authority to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and

(c) all necessary company action has been taken by Licensee to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein.

1.2 To induce Licensee to enter into this Agreement, Licensor represents and warrants that:

(a) it is duly incorporated, organized and validly existing under the laws of Panama, Republic of Panama;

mm

(b) it is the owner of the Software and Source Code, that it has the right and authority to convey and grant the license set forth herein, and that Licensee's use of the Software and Source Code as contemplated in this Agreement will not infringe any third party's proprietary rights in the United States or any other countries;

(c) the Software and Source Code suitable for the purpose of operating an online poker gaming website;

(d) the Source Code, and Software do not infringe the Intellectual Property Rights (as hereinafter defined) of any third party;

(e) it has the requisite capacity, power, authority and right to enter into, execute and deliver this Agreement, to complete the transactions contemplated hereby and to duly observe and perform the covenants and obligations contained herein; and

(f) all necessary corporate action has been taken by Licensor to authorize and approve the execution and delivery of this Agreement, the completion of the transactions contemplated hereby and the observance and performance of the covenants and obligations contained herein.

2. Definitions

2.1 "Software" shall mean the proprietary single and multiplayer Internet gaming software consisting of a series or sequence of signals, or instructions, statements, or fonts stored on any media in machine readable form, and any and all related materials such as, but not limited to, graphics, flow charts, logic diagrams, manuals, and listing, used to facilitate Internet gaming, all as currently used in the operation of the www.kong88.com internet poker website.

2.2 "Source Code" shall mean the Software in a collection of statements, declarations, database scripts or stored procedures written in a human-readable computer programming language in the form currently utilized by LVEH in the operation of www.kong88.com.

2.3 "Confidential Information" shall mean any and all inventions (whether or not patentable), works of authorship, designs, know-how, ideas and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) which are provided by either Party to the other hereunder which is (i) clearly marked as confidential or proprietary when disclosed in tangible form, or (ii) when disclosed orally or visually, identified as confidential or proprietary at the time of disclosure and reduced to a writing marked as confidential or proprietary and submitted to the other party within thirty (30) days after such disclosure. Notwithstanding the foregoing, Confidential Information shall not include any information which (a) is in the public domain at the time of disclosure, (b) becomes publicly available through no fault of the recipient, (c) is already in the lawful possession of the recipient without restriction prior to its disclosure hereunder, (d) becomes rightfully known to the recipient without restriction from a source other than the disclosing Party, or (e) is required to be disclosed by the recipient pursuant to the order of a court of competent jurisdiction, provided that the recipient previously notifies the disclosing Party (to the extent they are legally allowed to) to permit the taking of appropriate protective measures.

2.4 "Intellectual Property Rights" means all of the following: (i) patents, patent applications, and related patent rights, including but not limited to provisional, continuations, continuations-in-part, and continued prosecution applications, and reissues thereof; (ii) rights associated with works of authorship including moral rights, copyrights, and registrations thereof; (iii) rights relating to trade secrets and Confidential Information; and (iv) rights relating to the protection of trademarks, service marks, design marks (including logos) or trade names and WWW addresses (including URLs, directory names included in or read by browser technology, or their successors), in the United States or elsewhere.

2.5 "Parties" shall mean both Licensor and Licensee, and "Party" shall mean any one of them.

3. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR BUSINESS INTERRUPTION EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE OR IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

4. Indemnification

4.1 **General.** Licensor and Licensee hereby agree to indemnify, defend, protect, and hold each other, and each others' affiliates, and their former, current and future officers, directors, managers, employees, agents, successors and assigns, from and against any claims, costs and expenses, including punitive damages, court costs, and reasonable attorneys' and expert witness fees before and at trial and on appeal (collectively, "Claims"), arising from a breach of this Agreement, or any conduct in connection with this Agreement by the indemnifying party (including such party's affiliates, officers, directors, employees, agents and contractors). Notwithstanding the foregoing, the obligations of both Licensor and Licensee to defend, indemnify, and hold harmless shall not apply to the extent such Claims result from the other party's negligence or willful misconduct. Within fifteen (15) days after being notified of any Claim to which these indemnification obligations may apply, the party receiving such notice shall notify the party from whom the indemnification is sought (the "Indemnifying Party"), and shall give reasonable opportunity to the Indemnifying Party to defend the claim at its own expense and with counsel of its own selection; *provided, however,* that the party seeking indemnification shall at all times have the right to participate fully, at its own expense, in the defense of the Claim, and to approve any settlement of the Claim. If the Indemnifying Party, within thirty (30) days after notice, shall fail to accept defense of the Claim, then the party seeking indemnification shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the Claim on behalf, for the account, and at the risk and cost of the Indemnifying Party. If the Claim cannot by its nature be defended solely by one party, the other party shall make available all information and assistance that may reasonably be requested, regardless of any obligations to indemnify hereunder.

4.2 **Intellectual Property Indemnity.** In furtherance and not in limitation of the indemnification obligations of Licensor set forth in this Section 4, Licensor agrees to indemnify, defend, protect, and hold Licensee and its parents, subsidiaries, affiliates, officers, directors, employees, agents and insurers harmless from and against any and all costs, liabilities, damages, losses and expenses of every kind, including, but not limited to attorneys' fees and disbursements, incurred as a result of any claims, demands, actions, suits, arbitrations, assessments, adjustments or other proceedings alleging that the Software and/or Source Code infringes upon the copyright, trademark, patent, trade secret or other intellectual property or proprietary rights of a third party.

4.3 **Licensee's Indemnity of Licensor.** In furtherance and not in limitation of the indemnification obligations of Licensee set forth in this Section 4, Licensee agrees to indemnify, defend, protect, and hold Licensor and its parents, subsidiaries, affiliates, officers, directors, employees, agents and insurers harmless from and against any and all costs, liabilities, damages, losses and expenses of every kind, including, but not limited to attorneys' fees and disbursements, incurred as a result of any claims, demands, actions, suits, arbitrations, assessments, adjustments or other proceedings alleging:

4.4 any breach by the Licensee of its obligations or its representations and warranties under this Agreement; provided, that the obligations of Licensee to defend, indemnify, and hold harmless Licensor shall not apply to the extent such Claims result from the negligence or willful misconduct of Licensor or

4.5 any illegal action or omission of the Licensee or its employees.

5. Grant of License

5.1 Subject to payment of the Purchase Price, Licensor hereby grants Licensee a perpetual, world-wide, non-exclusive, transferable, sublicensable, assignable, irrevocable and royalty free license in and to the Software and the Source Code with unrestricted rights to sell, license, modify, alter, create derivative works from and otherwise use the Software and the Source Code, including all modifications, alterations and derivative works which are subsequently created by Licensee (the "License"). Licensee shall own all right, title and interest in and to all modifications, alterations and derivative works it creates with respect to the Software and Source Code. Notwithstanding the foregoing, Licensee may not resell the Source Code without written permission from the Licensor for a period of 12 months from the date of execution of this Agreement, except pursuant to the sale of substantially all of its assets or the transfer of a majority interest in Licensee's equity securities through sale, merger or otherwise.

5.2 The Source Code shall be delivered to Licensee in an electronic format capable of being readily compiled and used in production. Immediately, upon payment of the Purchase Price by Licensee, Licensor shall deliver to Licensee a copy of the Source Code, including, without limitation, those set forth on Schedule I hereto.

5.3 Except for the License of one copy of the Source Code to the Purchaser subject to the terms and conditions of this Agreement, the Licensor retains all right, title and interest in and to the Software and the Source Code (including without limitation, the right to assign copies of

(the Source Code or to grant licenses of the Software to third parties without any limitations whatsoever.).

6. Consideration

6.1 In consideration of the grant of the License pursuant to Section 5 of this Agreement, Licensee shall pay Licensor the following (collectively, the "Purchase Price"):

(a) the sum of US\$400,000 shall be paid to Licensor by wire transfer at closing after the signing of this Agreement by both parties, and

(b) Licensee shall grant Licensor a membership interest equal to 8% (eight percent) in Deliverance Poker LLC, Licensee, as of the date of execution of this agreement.

6.2 In addition to payment of the Purchase Price, Licensee hereby agrees that at such time as Licensee creates a subsidiary corporation in the Isle of Man, or any similar offshore corporation, for the purpose of operating Licensee's gaming site utilizing the Source Code, Licensor shall have the right to appoint one member of the Board of Directors of such offshore company.

7. Term

This Agreement shall commence and be deemed effective on the date when fully executed by both parties (the "Effective Date").

8. Confidentiality

8.1 Except as may be required by securities laws, the Parties shall not disclose, publish, or disseminate Confidential Information of the other Party to anyone other than those of its employees or others with a need to know, and the Parties agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information of the other Party. The Parties agree not to use Confidential Information of the other Party otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the other Party in each instance.

8.2 All Confidential Information and any Derivatives thereof whether created by any of the Parties, remains the property of the Party owning such Confidential Information at the Effective Date and no license or other rights to such Confidential Information is granted or implied hereby. For purposes of this Agreement, "Derivatives" shall mean: (a) for copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted; (b) for patentable or patented material, any improvement thereon; and (c) for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret.

9. Non-Solicitation

Each Party agrees, for one year from the date of this Agreement, not to directly or indirectly solicit, induce, encourage or endeavor to entice away from the other Party and its affiliates and subsidiaries any customer business partner, director, officer or employee of that other Party or its affiliates or subsidiaries.

10. General Provisions

10.1 Notices. Unless otherwise provided in this Agreement, any notice provided for under this Agreement shall be in writing and shall be sufficiently given if delivered personally, or if transmitted by facsimile which shall be deemed received upon confirmation of the actual transmission of the facsimile, or if mailed by prepaid registered post or overnight courier which shall be deemed received upon the actual delivery to the recipient addressed to the Parties at their respective addresses set forth below or at such other addresses as may be specified from time to time by notice:-

To Licensor: Sabre Asset Management S.A.
47th St and Ave. Aquilino de la Guardia
Ocean Business Plaza - 22nd Floor, #9
Panama, Republic of Panama
Fax: (206) 260-7964

To Licensee: Deliverance Poker, LLC
1116 Calle Del Norte
Laredo, TX 78041
Fax: (512) 402-1268

10.2 Entire Agreement. The Parties agree that this Agreement constitutes the complete and exclusive statement of the terms and conditions between Licensee and Licensor covering the performance hereof and cannot be altered, amended or modified except in writing executed by a duly authorized representative of each Party.

10.3 Good Faith. The Parties acknowledge to one another that each respectively intends to perform its obligations as specified in this Agreement in good faith.

10.4 Parties Act Reasonably. The Parties agree to act reasonably in exercising any discretion, judgment or approval that may be required to effect the purpose and intent of this Agreement.

10.5 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Nevada and applicable federal law, regardless of the place of its execution or performance and any conflicts of law analysis. The rights and obligations of the parties to this contract shall not be governed by the provisions of the U.N. Convention on Contracts for the International Sale of Goods. THE PARTIES IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION

LOCATED IN CLARK COUNTY, NEVADA FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

10.6 Time is of the Essence. Time shall be of the essence for this Agreement.

10.7 Number and Gender. In this Agreement the use of the singular number includes the plural and vice versa, the use of any gender includes all genders, and the word "person" includes an individual, a trust, a partnership, a body corporate and politic, an association and any other incorporated or unincorporated organization or entity.

10.8 Captions. Captions or descriptive words at the commencement of the various sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation upon the scope of the particular section to which they refer.

10.9 Benefit. This Agreement shall enure to the benefit of and be binding upon the Parties herein and their successors and permitted assigns.

10.10 Waiver. No condoning, excusing or waiver by any Party hereto of any default, breach of non-observance by any other Party hereto, at any time or times with respect to any covenants or conditions herein contained, shall operate as a waiver of that Party's rights hereunder.

10.11 Further Assurance.

(a) Each of the Parties hereto hereby covenants and agrees to execute such further and other documents and instruments and to do such further acts and other things as may be necessary to implement and carry out the intent of this Agreement.

(b) This Agreement may be signed by the parties in as many counterparts as may be deemed necessary, and any such counterparts shall be deemed to be one and the same originally executed instrument bearing the day and year first above-written.

10.12 Cumulative Rights. All rights and remedies of each of the Parties are cumulative and are in addition to and shall not be deemed to exclude any other rights or remedies allowed by law except as specifically limited hereby. All rights and remedies may be exercised concurrently.

10.13 Severability. If any part of this Agreement is unenforceable because of any rule of law or public policy, such unenforceable provision shall be severed from this Agreement, and this severance shall not affect the remainder of this Agreement.

10.14 No Partnership. Notwithstanding anything in this Agreement, no part of this Agreement, nor the Agreement as a whole, shall be construed as creating a partnership or agency relationship between the Parties. If any part of this Agreement should become construed as forming a partnership or agency relationship, that part shall be amended such that no partnership or agency relationship is created, but that part achieves what it was originally intended to achieve.

10.15 Interpretation. In the interpretation of this Agreement or any provision hereof, no inference shall be drawn in favor of or against any Party by virtue of the fact that one Party or its agents may have drafted this Agreement or such provision.

10.16 Facsimile. This Agreement may be executed by facsimile and if so executed shall be legal, valid and binding on the Parties to this Agreement.

10.17 Force Majeure. Neither Party shall be liable to each other for any delay or failure to perform any material obligation under this Agreement, if the delay or failure is due to an event or events beyond its control including, but not limited to, war, strikes, fires, floods, Acts of God, governmental restrictions or changes, power slowdowns or failures, computer slowdowns or failures, software slowdowns or failures or damage or destruction of any network facilities or servers.

10.18 Press Releases. The Parties agree that they may issue press releases announcing this Agreement, provided that each Party provides reasonable advance notice of the contents of its respective press release and reasonably cooperates with the other Party as to revisions suggested by the other Party.

10.19 Counterparts. The Parties may execute this Agreement in counterparts and such counterparts shall be deemed to form one and the same instrument bearing the date set forth above notwithstanding the date of actual execution.

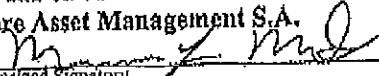
10.20 Survival. The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 1, 2, 3, 4, 5, 7, 8, 9 and 10.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have hereunder executed this Agreement as of the day and year first above written.

For and on behalf of:

Sabre Asset Management S.A.


Authorized Signatory

Maurice Mills
[Print name of Authorized Signatory]

Director

For and on behalf of:

Deliverance Poker, LLC

Authorized Signatory

[Print name of Authorized Signatory]

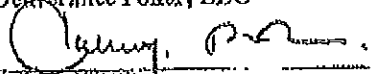
IN WITNESS WHEREOF the Parties have hereunder executed this Agreement as of the day and year first above written.

For and on behalf of:
Sabre Asset Management S.A.

Authorized Signatory

(Print name of Authorized Signatory)

For and on behalf of:
Deliverance Polox, LLC



Authorized Signatory

Carlos Y. Bermudez, III


(Print name of Authorized Signatory)

SCHEDULE I
to the Agreement entered into this 24th day of July, 2009

Deliverables

- A copy of Game client source code
- A copy of Game server source code
- A copy of Admin system source code
- A copy of Cashier system source code
- Database schema, test data, jobs, common reports, scripts
- Documentation
 - a) System overview
 - b) Admin manual
 - c) Game rules
 - d) System configurations document (game server settings, web system settings, database settings)
 - e) Environment hardware requirements

EXHIBIT 2



Michael Mizrachi

[Home](#) | [Profile & Awards](#) | [THE GRINDER](#) | [Tournaments](#) | [Sponsors](#) | [Contact Info](#)

Profile & Awards **THE GRINDER**

Photo Gallery Born on January 6, 1981 in North Miami Beach, Florida, Michael Mizrachi grew up playing poker on his mother's leg with his fraternal twin brother Eyal, his older brother Robert, and his youngest brother Daniel. While growing up, poker started off as a fun hobby for the young boy, he would soon become one of the world's youngest yet most successful poker players. Following the footsteps of his older brother Robert, Mizrachi began playing online poker in the \$5-10 Limit Holdem on Paradise Poker. Tournaments. It wasn't long before he began moving up to \$30-60 and then to \$100-200 tournaments at Poker Stars. Besides learning about different strategies and varieties of players, Mizrachi also began to make a name for himself in the online poker community. As his success and passion grew, Mizrachi decided to drop out of college and pursue Poker on a full time level.

Press

Trip Reports

Poker Tips

Sponsors

Contact Info

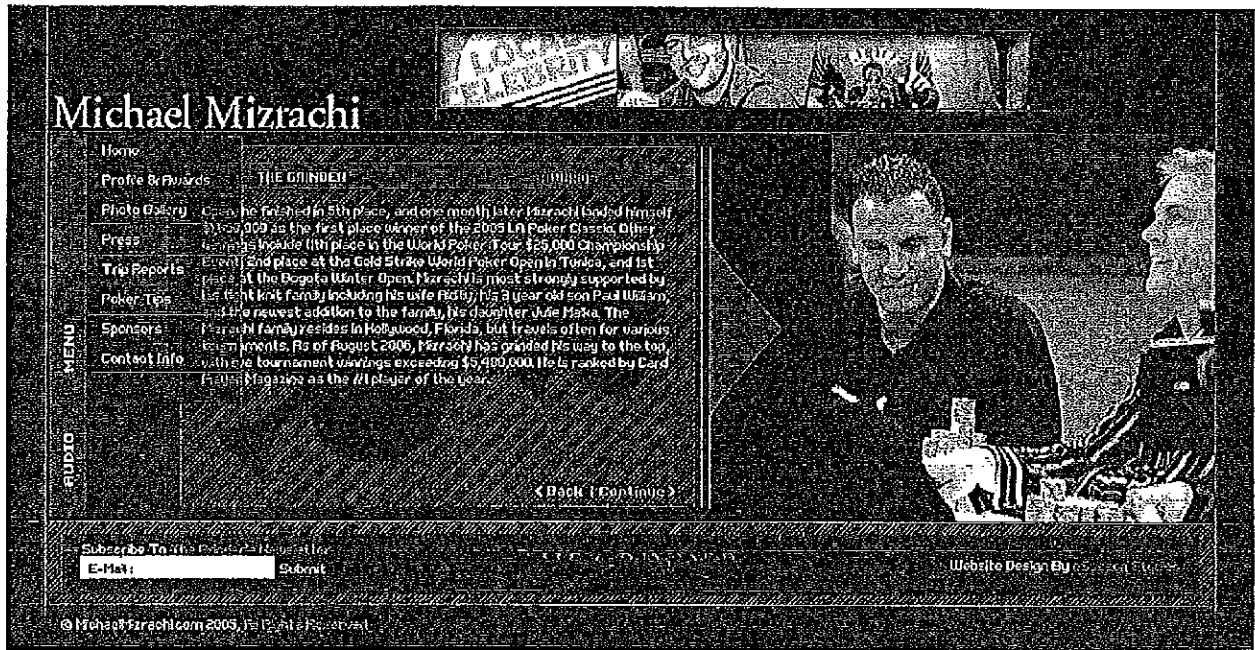
In 2003 Mizrachi, now appropriately nicknamed 'The Grinder', reached the final table in back to back World Poker Tour events. In the World Poker Tour...

[Back](#) | [Continue](#)

Subscribe To The Grinder's Newsletter

Website Design By [Spartan Studio](#)

© Michael Mizrachi.com 2005. All Rights Reserved.



Michael Mizrachi

Home | Profile & Awards | **THE GRINDER** | My Blog

Photo Gallery | **Press** | **Trip Reports** | **Poker Tips** | **Sponsors** | **Contact Info**

When he finished in 5th place, and one month later Mizrachi landed himself \$125,000 as the first place winner of the 2009 LA Poker Classic. Other earnings include 11th place in the World Poker Tour \$25,000 Championship Event, 2nd place at the Gold Strike World Poker Open in Tunica, and 1st place at the Bogota Winter Open. Mizrachi is most strongly supported by his tight knit family including his wife Abby, his 3 year old son Paul William, and the newest addition to the family, his daughter Jade Maki. The Mizrachi family resides in Hollywood, Florida, but travels often for various tournaments. As of August 2006, Mizrachi has credited his way to the top with a tournament savings exceeding \$5,400,000. He is ranked by Card Player Magazine as the #1 player of the year.

[← Back \(5 min\)](#)

Subscribe To the Newsletter
 E-Mail: Submit

Website Design By:

© MichaelMizrachi.com 2005. All Rights Reserved.




Michael Mizrachi

AUDIO MENU

Lifetime Winnings: \$3,447,430	RESULTS		
	Date	Place	Prize
2006 World Poker Finals	11/05/2006	0	\$1,000,000
2006 World Poker Finals	10/31/2006	25	\$100,000
2006 Fifth Annual Festa All'Lego Classico	10/20/2006	13	\$11,000,000
2006 Bellagio Cup II Tournament	09/10/2006	39	\$5,500,000
2006 Bellagio Cup II Tournament	08/02/2006	1	\$1,000,000
2006 Bellagio Cup II Tournament	07/31/2006	18	\$1,000,000
2006 Bellagio Cup II Tournament	07/29/2006	22	\$1,000,000
2006 37th Annual World Series of Poker	07/29/2006	67	\$500,000
2006 37th Annual World Series of Poker	07/09/2006	62	\$1,000,000
2006 37th Annual World Series of Poker	06/30/2006	54	\$1,000,000
2006 The NPL-Vegas Open Tournament	06/17/2006	4	\$500,000
2006 The NPL-Vegas Open	06/15/2006	1	\$500,000
2006 Mandalay Bay Poker Championship	05/21/2006	1	\$100,000
2006 Mandalay Bay Poker Championship	05/21/2006	13	\$100,000
2006 Mirage Poker Showdown	05/12/2006	6	\$100,000
2006 WSOP Tour Circuit-Caesars	05/03/2006	3	\$100,000

< Back | Continue >



Subscribe To My Newsletter

E-Mail: Submit

Website Design By [www.fox.com](#)

© MichaelMizrachi.com 2005, All Rights Reserved



Michael Mizrachi

Home

Profile & Awards

Photo Gallery

Press

Trip Reports

Poker Tips

Sponsors

Contact Info

Life Time Winnings	Date	Place	Winnings
2006 World of the Green	03/21/2006	1	\$2,150,000
2006 National Heads-Up Poker Champ	2/16/2006	2	\$500,000
2005 L.A. Poker Classic	2/10/2006	2	\$24,400,000
2005 Florida Winter Poker Open	2/1/2006	1	\$129,573.0
2005 Gold Strike World Poker Open	1/23/2006	2	\$50,250.0
2005 4th Annual 5 Diamond World Poker	12/16/2005	21	\$5,500.0
2005 4th Annual 5 Diamond World Poker	12/14/2005	4	\$36,600.0
2005 WSOP Tournament Circuit-Paris	11/11/2005	2	\$3,075.00
2005 Vegas No Limit Hold'em Tour	11/12/2005	1	\$8,770.00
2005 Global Bonus Tournament	11/5/2005	6	\$3,000.00
2005 Vegas No Limit Hold'em Tour	10/29/2005	1	\$23,200.0
2005 Vegas NL Hold'em IV	10/15/2005	14	\$1,200.00
2005 4th Annual Ultimatebet.com	10/1/2005	69	\$10,000.00
2005 WSOP Tournt. Circuit-Warrah	9/11/2005	2	\$2,500.00
2005 Ultimate Poker Challenge	7/27/2005	13	\$1,500.00
2005 Ultimate Poker Challenge	7/20/2005	1	\$10,000.00

< Back | Continue >



Subscribe To The Grinder Newsletter

E-Mail:

Website Design By [www.chris5.com](#)

© Michael Mizrachi 2005. All Rights Reserved

Michael Mizrachi



Lifetime Winnings: \$7,447,540

Tournament	Date	Place	Amount
2003 26th Annual World Series of Poker	7/5/2003	230	\$3,911,000
2003 26th Annual World Series of Poker	6/26/2003	23	\$1,850,000
2003 26th Annual World Series of Poker	6/24/2003	68	\$1,250,000
2003 26th Annual World Series of Poker	6/19/2003	53	\$1,230,000
2003 26th Annual World Series of Poker	6/18/2003	19	\$1,325,000
2003 26th Annual World Series of Poker	6/12/2003	40	\$7,455,000
2003 26th Annual World Series of Poker	6/7/2003	35	\$3,375,000
2003 Las Vegas Centennial Texas Holdem	6/1/2003	12	\$1,325,000
2003 Mirage Poker Showdown	5/22/2003	2	\$9,200,000
2003 Mirage Poker Showdown	5/13/2003	1	\$203,700,000
2003 World Series of Poker - Tournament	3/11/2003	12	\$25,000,000
2003 2nd Annual 5-Star III Poker Classic	4/24/2003	11	\$75,000,000
2003 L.A. Poker Classic	2/27/2003	1	\$1,000,000
2003 The 6th Annual Jack Binion III P. O.	1/27/2003	3	\$1,000,000
2004 The Felt Diamond III P. Classic II	12/16/2004	1	\$1,000,000
2004 Grand Slam of P. Tournament III	7/12/2004	8	\$1,000,000

< Back | Continue >



Subscribe To The Grinder at this link:

E-Mail: Submit

Website Design By [CS Design Group](#)

© Michael Mizrachi.com 2005. All rights reserved.



The screenshot shows a website for Michael Mizrachi. At the top, there is a banner with the text "LOVE THE GRINDER" and a photo of Michael Mizrachi. Below the banner, the name "Michael Mizrachi" is displayed in a large font. The main content area is divided into several sections: "Home", "Puffs & Awards", "Photo Gallery", "Press", "Trip Reports", "Poker Tips", "Sponsors", and "Contact Info". A table titled "WINNINGS" is located in the center, listing various poker events, dates, places, and amounts. A vertical sidebar on the left contains the words "MENU" and "AUDIO". At the bottom of the page, there is a subscription form, a copyright notice for Michael Mizrachi.com 2005, and a credit to the website designer.

Michael Mizrachi

Home

Puffs & Awards

Photo Gallery

Press

Trip Reports

Poker Tips

Sponsors

Contact Info

WINNINGS	Date	Place	Amount
2004 Festa S.Lago II	07/26/2004	6	10,000.00
2004 California State P. Championship	07/11/2004	12	24,000.00
2004 California State P. Championship	07/07/2004	2	10,000.00
2004 California State P. Championship	07/07/2004	3	5,000.00
2004 California State P. Championship	07/07/2004	13	2,500.00
2004 Pelagio Weekly No Limit Holdem	07/07/2004	1	22,000.00
2004 5th Annual World Series of Poker	07/07/2004	11	50,000.00
2004 4th England Poker Classic	07/07/2004	6	15,000.00

Subscription To The Grinder Newsletter

E-Mail: Submit

Website Design By [DESIGN STUDIOS](#)

© Michael Mizrachi.com 2005. All Rights Reserved

Michael Mizrachi

Home

Profile & Awards

Photo Gallery

Press

Trip Reports

Poker Tips

Sponsors

Contact Info

TOURNAMENT CELEBRITY

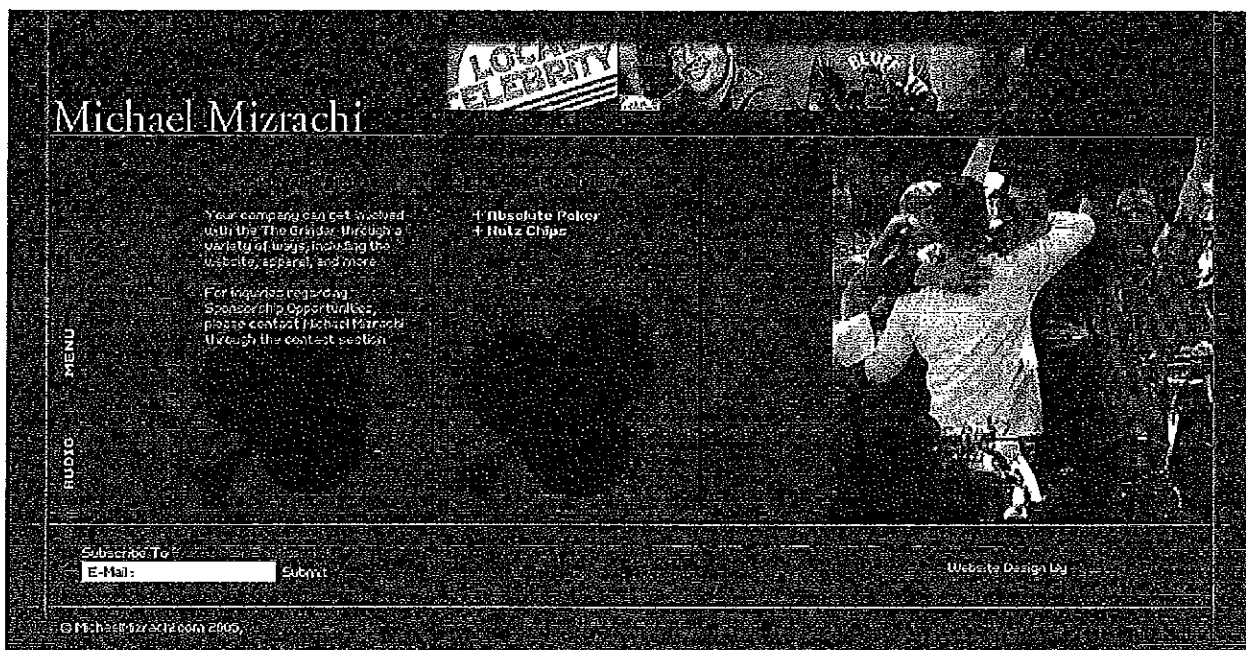
Absolute Poker
Nutz Club

Subscribe To the Grinder Newsletter

E-Mail: Submit

© MichaelMizrachi.com 2005. All Rights Reserved

(Website Design By [unreadable])



Michael Mizrachi

Your company can get involved with The Grinder through a variety of ways, including the website, apparel, and more.

For inquiries regarding Sponsorship Opportunities, please contact Michael Mizrachi through the contact section.

- Big Game Poker
- Hutz Chip

MENU

AUDIO

Subscribe To:

E-Mail: Submit

Website Design By

© Michael Mizrachi.com 2005

EXHIBIT 3

CardPlayer News and Press Releases

Jan 09, 2007

Card Player Magazine crowns Michael "The Grinder" Mizrachi as 2006 Player of the Year

Readers Can Go to CardPlayer.com to Vote on Readers' Choice Awards

Las Vegas, Nev., January 10, 2006. *Card Player* magazine, "The Poker Authority," is proud to announce that Michael "The Grinder" Mizrachi has won the 2006 Player of the Year award.

Card Player's Player of the Year Award, established in 1997, is the oldest and most respected tournament poker ranking system in the industry.

Mizrachi, who is sponsored by AbsolutePoker.com, dominated tournament poker in 2006, winning \$2.3 million, making 11 final tables, and capturing his first *World Poker Tour* title.

He kicked off 2006 by making a final table at the *Gold Strike World Poker Open* a *World Poker Tour* event, then became the first player to make back to back *World Poker Tour* final tables after he won the *Borgata Winter Poker Open*.

During 2006, he cashed at 20 major events, including the final major event of the year, the *Doyle Brunson North American Poker Classic*, which solidified his title.

Mizrachi beat out other top players, including Nam Le, J.C. Tran, Shannon Shorr, and Jeff Madsen to win the title. Combined, these five players won more than \$8.6 million in 2006.

"All of us at *Card Player* salute Michael Mizrachi for the talent and sportsmanship he showed during the year," says Card Player Media Chairman Barry Shulman. "He now joins an elite list of players who hold poker's most sought-after award."

In addition to the prestigious Player of the Year award, voting is now open for the 2006 Card Player Readers' Choice Awards.

These awards, given for favorite tournament poker player, most entertaining poker player of 2006, and favorite poker television show from 2006, allow poker fans to vote on their favorites.

After weeks of online voting, *Card Player* has narrowed down votes to a final nominee list. Votes can be cast at www.cardplayer.com/readerschoice/ until Jan. 24. Go vote today!

About Card Player Media

Card Player Media is a leading resource for poker enthusiasts at every level of interest and ability. Card Player Media is the publisher of *Card Player* and *Card Player Europe*.

Card Player Media also owns and operates a leading poker information portal on the Internet, CardPlayer.com. An opt-in poker newsletter, with a subscriber list close to 300,000, is distributed twice-monthly through the site.

<!--[if !supportAnnotations]-->
<!--[endif]-->

EXHIBIT 4

PROMOTIONAL REPRESENTATION AGREEMENT

This PROMOTIONAL REPRESENTATIVE AGREEMENT (this "Agreement") is by and between Deliverance Poker, LLC, a Texas limited liability company ("Deliverance"), and Michael Mizrahi (the "Representative").

WHEREAS, Deliverance desires to contract with the Representative, a professional poker player, to publicly promote an online poker website (the "Site") through his personal appearances, wearing Site branded clothing, participation at various poker tournaments throughout the world and other means, and the Representative desires to contract with Deliverance to provide said services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Deliverance and the Representative agree to the following:

1. Effective Date. This Agreement shall be effective immediately upon the closing by Deliverance of an offering of debt or equity interests in Deliverance which raises no less than One Million Dollars (the "Effective Date").

2. Independent Contractor. The parties shall at all times be and act as independent contractors. Accordingly, the parties do not intend to create any type of fiduciary relationship, agency relationship, employer-employee relationship, joint venture or partnership by this Agreement. Notwithstanding the foregoing, following the Term (as defined below) and in the event that the Site has achieved profitability, Deliverance and the Representative agree to negotiate in good faith regarding the establishment of a salaried employment position for the Representative with Deliverance; provided, that neither Deliverance nor the Representative shall be obligated to enter into any such agreement.

3. Services. Subject to the terms and conditions of this Agreement, the Representative agrees to provide the following services in connection with the Site during the Term (the "Services"):

(a) Compete in poker tournaments throughout the world as mutually agreed by Deliverance and the Representative ("Tournaments");

(b) Make such personal appearances to promote the Site as may be mutually agreed by Deliverance and the Representative ("Public Appearances");

(c) Exclusively wear Site logoed shirts and caps during all Tournaments and Public Appearances; and

(d) Give an interview conducted by or at the direction of Deliverance for audiovisual recording and use by Deliverance to promote the Site.

4. Manner of Performance. The Representative shall perform the Services in such a manner as Deliverance may reasonably request, and in a professional, and conscientious manner. In the event the Representative reasonably believes that an interview conducted by or at the direction of Deliverance is unreasonable, improper or misleading, the Representative may, in his

sole discretion, terminate the interview without any penalty or further obligation to Deliverance, and said termination shall not constitute a breach of this Agreement.

5. Term and Termination.

(a) Term. The Representative agrees to perform the Services for a guaranteed period of eighteen (18) months, beginning on the Effective Date (the "Term").

(b) Termination. Either party may immediately terminate this Agreement for "cause" in the event that the other party hereto commits any of the following acts:

(i) A material breach this Agreement, including, without limitation, in the case of the Representative, the failure to provide any of the Services pursuant to Section 3(a) above;

(ii) Commission, conviction of, or a plea of "guilty" or "no contest" to, a felony under the laws of the United States, any State or any foreign country; or

(iii) Their insolvency, their appointment of a custodian, trustee, liquidator or receiver for themselves or any of their property, their assignment for the benefit of creditors, their filing of a petition under bankruptcy, insolvency or debtor's relief law or their filing of a petition for any adjustment of indebtedness, composition or extension.

(c) Automatic Termination. This Agreement will automatically terminate if the Effective Date has not occurred on or before August 24, 2009.

6. Location. The Representative agrees to perform the Services at the locations reasonably requested by Deliverance. Deliverance may, in Deliverance's sole discretion, change any location; provided, however, that Deliverance gives the Representative reasonable notice of such change.

7. Compensation. Deliverance agrees to pay the Representative on the Effective Date (a) a membership interest in Deliverance equal to one and three-quarters percent (1.75%) as of the Effective Date and (b) One Hundred Fifty Thousand Dollars (\$150,000.00) (collectively, the "Representation Fee"). The Representative shall forfeit the Representation Fee in the event that (a) Deliverance terminates this Agreement for cause pursuant to Section 5(b) above or (b) the Representative does not participate in at least six (6) tournaments during the Term in the provisions of Services pursuant to Section 3(a) above.

8. Expenses; Promotional Expense Pool.

(a) Advancement of Expenses. Concurrently with the execution of this Agreement, Deliverance is entering into Promotional Representative Agreements with Robert Mizrahi, Eric Mizrahi and Daniel Mizrahi (together with this Agreement, the Promotional Agreements). During the first twelve (12) months of this Agreement, Deliverance agrees to pay up to an aggregate of One Hundred Fifty-Five Thousand Dollars (\$155,000.00) in expenses incurred by the Representative, Robert, Eric and Daniel Mizrahi in order for them to compete in

poker tournaments as part of their Services under the Promotional Agreements (including transportation, food and lodging); provided, that such expenses are pre-approved by Deliverance.

(b) Repayment of Expense Advances. The Representative agrees to pay to Deliverance any compensation he receives from any poker tournaments during the Term up to the amount necessary to repay Deliverance for any advances of expenses made pursuant to paragraph 8(a) above.

(c) Promotional Expense Pool. To the extent that the Representative, Robert Mizrachi, Eric Mizrachi and Daniel Mizrachi receive aggregate compensation from poker tournaments and magic performances during the Term in excess of One Million Dollars (\$1,000,000.00), the Representative agrees that twenty-five (25%) of such compensation in excess of One Million Dollars (\$1,000,000.00) shall be paid to Deliverance for use in promoting the Site, such use to be at the discretion of Deliverance. Payments pursuant to this paragraph 8(c) are in addition to the payments required pursuant to paragraph 8(b).

9. Work-For-Hire. The parties agree that all intellectual property related to the Representative's promotion of the Site, including, without limitation, all recordings of personal appearances and interviews (collectively, the "Works") shall be owned by Deliverance in perpetuity and throughout the universe in all languages and in all manners, mediums and forms, whether now known or hereinafter devised, as "works made for hire," as that term is understood under The Copyright Act of 1976, 17 U.S.C. §§101 *et seq.*, as amended, and the common law of the United States, so that all copyright and other proprietary interests in and to the Works shall vest at the time of their creation in and to Deliverance, and the Representative shall have no copyright or other proprietary interests in or to the Works or any resulting materials produced with the use of or derived from the Works. If for any reason the Works are not "works made for hire," then the Representative hereby irrevocably assigns, releases, conveys and otherwise fully transfers to Deliverance and Deliverance's successors and assigns any and all of the Representative's rights, titles and interests throughout the universe in and to the Works. In any event, the Representative shall not retain any rights, titles or interests (residual or otherwise) in or to the Works.

10. Name and Likeness. The Representative grants to Deliverance the exclusive right during the Term throughout the universe to use the Representative's name, voice and likeness in any language and in any manner, medium or form, whether now known or hereinafter devised; provided, however, that any such use is limited to promotion of gaming on the Site, Deliverance's clothing and merchandise, reality shows and any other promotions that are mutually agreed upon by the Representative and Deliverance.

11. Personal Release. The Representative understands and acknowledges that Deliverance may film, tape, photograph and/or record the Representative in connection with the Representative's performance of the Services, and hereby consents to such activities; provided, however, that the Representative is aware of such activities.

12. Rights of Approval. Deliverance agrees to furnish the Representative with any marketing materials related to the Site that contain references to the Representative prior to their publication for the purpose of inspection by the Representative. The Representative may request

changes be made to any such marketing materials, however, Deliverance shall have the right to accept or reject any such request in its sole discretion.

13. Website Operation. Deliverance will design and operate the Site in a manner designed to prevent players from the United States from participating in online poker for money until such time as the U.S. Justice Department and/or the federal courts of the United States have determined that participation in online poker for money is legal for participants from within the United States.

14. Additional Documents. The parties agree to execute all other documents and instruments that are reasonably necessary to effectuate the terms of this Agreement.

15. Consultation. The parties agree to consult with each other and to make themselves fully available to each other, in person or by telephone or e-mail, as each may reasonably require, at reasonable times and places, to render the fullest cooperation to facilitate the performance of this Agreement.

16. Assignment. The Representative shall not have the right to assign, delegate, release, convey or otherwise transfer any of his rights or obligations under this Agreement to any third party without the prior written consent of Deliverance. Any unauthorized assignment, delegation, release, conveyance or other transfer shall be void and unenforceable.

17. Force Majeure. No party shall be liable or deemed in default for any delay, failure or interruption in performance hereunder resulting directly or indirectly from any acts of God, civil or military authority, acts of the public enemy, war, acts of terrorism, riots, civil disturbances, labor strikes, insurrections, accidents, fires, explosions, earthquakes, floods, the elements or any other cause beyond the reasonable control of said party that may be characterized as "force majeure." The parties agree to address or minimize the impact of such acts by taking reasonable measures to ensure performance hereunder to the extent possible.

18. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Texas and applicable federal law, regardless of the place of its execution or performance and any conflicts of law analysis. THE PARTIES IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE JURISDICTION OF A COURT OF APPROPRIATE JURISDICTION LOCATED IN TRAVIS COUNTY, TEXAS FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

19. Execution. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be one instrument. To facilitate execution hereof, the parties may execute and exchange counterparts of this Agreement by facsimile or by e-mail in "portable document format" (or .PDF) or similar form.

20. Waiver of Rights. A party's delay or failure to exercise a right or remedy available under this Agreement shall not constitute a waiver of such right or remedy.

21. Miscellaneous. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, if any, made between the parties (orally or in writing) relative to the subject matter of this Agreement. This Agreement cannot be modified,

amended, released or waived, in whole or in part, except in a writing signed by both parties. If a court of competent jurisdiction holds that a term or condition of this Agreement is invalid or unenforceable for any reason, then the remaining terms and conditions shall not be affected. This Agreement shall inure to the benefit of and be binding upon the parties and their affiliates, successors and assigns.

IN WITNESS WHEREOF, the parties executed this Agreement on the dates set forth next to their signatures below, and this Agreement became effective as of the Effective Date.

Deliverance Poker, LLC
By: [Signature]
Carlos Benavides III, Manager
Date 7-13-09

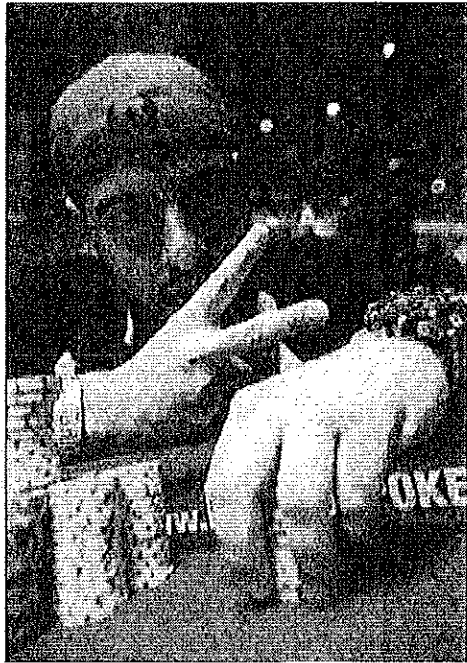
Michael Mizrahi
[Signature]
Signature
Date July 12, 2009
Telephone (702) 768-5701
E-mail grinder13back@yahoo.com

Witness Luciano Pellegrino
[Signature]
Date 7/12/09
1555 E. Flamingo Rd
Suite 108
Las Vegas, NV 89109

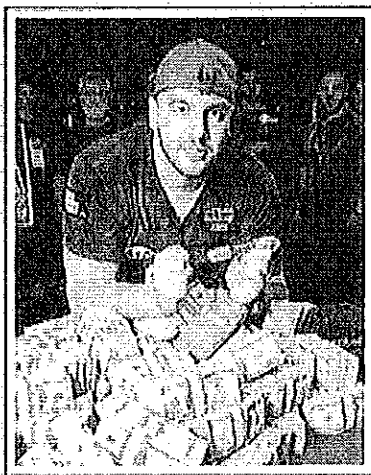
EXHIBIT 5

C:\Documents and Settings\acsreceptionist\Local Settings\Temporary Internet
Files\Content.Outlook\4EOLWGLS\Pictures of Michael Mizrachi from the WSOP 2010.docx
10/19/2010 4:05 PM
Pictures of Michael Mizrachi from the WSOP 2010

<http://www.pokeritallaweb.org/poker-live/wsop/wsop-2010-matt-keilkoan-evento-29.html>

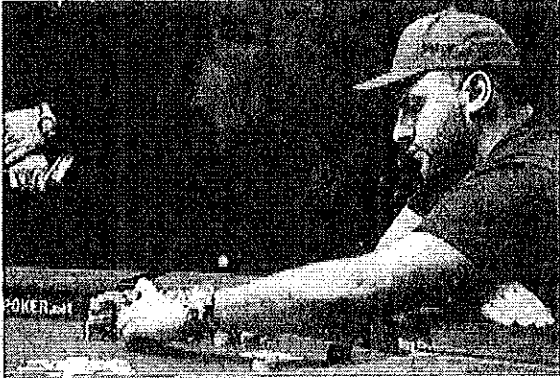


<http://www.pokerpages.com/player-profile/michael-mizrachi.htm>



C:\Documents and Settings\acsreceptionist\Local Settings\Temporary Internet
Files\Content.Outlook\4EOLWGLS\Pictures of Michael Mizrachi from the WSOP 2010.docx
10/19/2010 4:05 PM

[http://blogs.trb.com/entertainment/news/gambling/blog/2010/06/mizrachi_cashes_again_at_wsop.ht
ml](http://blogs.trb.com/entertainment/news/gambling/blog/2010/06/mizrachi_cashes_again_at_wsop.html)



<http://www.onlinegambling.com/blog/2010/08/09/wsop-2010-main-event-specials/>

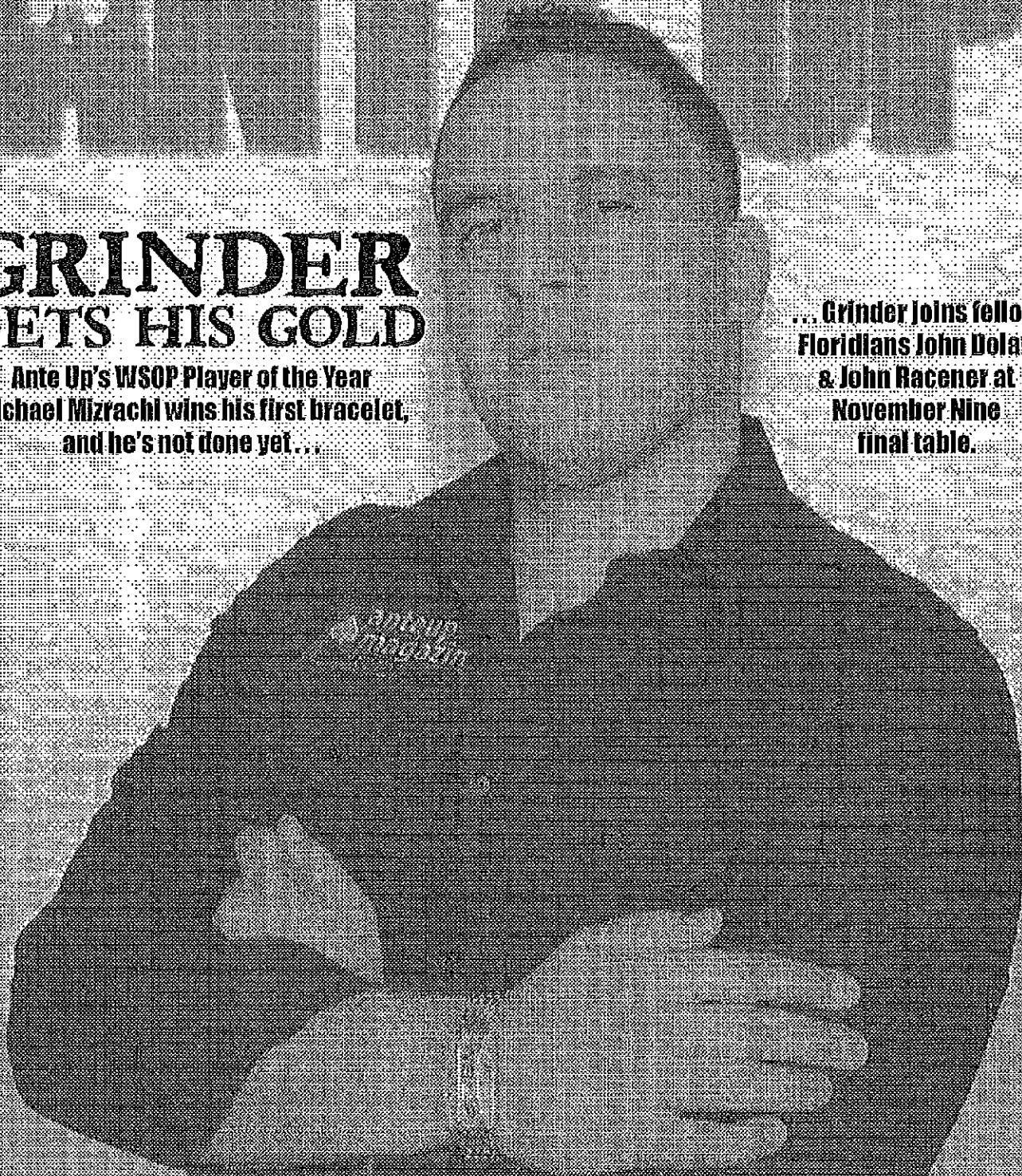


EXHIBIT 6

GRINDER GETS HIS GOLD

Ante Up's WSOP Player of the Year
Michael Mizrachi wins his first bracelet,
and he's not done yet...

... Grinder joins fellow
Floridians John Dolan
& John Racener at
November Nine
final table.



NEW LIMITS, NEW STAFFS

TENNESSEE
WELCH WINS A BRACELET

WISCONSIN
SO LONG, PAPA SMURF

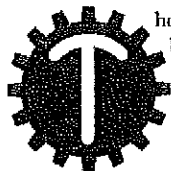
BRADY
ATLANTIC COAST

THE GRINDER

FINALLY PAYS OFF

Michael "The Grinder" Mizrachi puts it all together to capture the World Series of Poker's \$50K Players Championship and his first gold bracelet. The Miramar, Fla., resident now sits in seventh place as a member of the 2010 November Nine. Is it any wonder he's Ante Up's WSOP Player of the Year?

Story by Christopher Cosenza • Photography by Jonathan Dennis



he cell phone rang at 12:30 a.m. I was passed out in my room as jetlag had kicked my butt. I glanced at the phone as a courtesy, but there was no way I was answering. Then through the blurriness I saw the words "Michael Mizrachi" on my phone.

"This is Chris," I said, the frog still hanging around in my throat.

"Hey man, it's Grinder. I know we said we'd do the interview tomorrow, but can we do it right now? Lily and I want to take the kids to Disneyland tonight."

I thought, "It's 12:30 a.m. Are you really making that drive to L.A. now?"

But before I could say that aloud he continued. "Or can you do it Thursday? Will that work for you?"

Whoa!

"I basically flew to Vegas to talk to you," I said, slowly propping myself up in bed. "So yeah, I'll do it whenever you want, but Thursday would be best."

I understood. He was having a great World Series and just came off a very successful Day 1 of the main event, having built his starting stack of 30K to more than 140K. He wanted to celebrate his good fortune. This is what the Grinder is all about: family. So we had a deal; we'd meet up Thursday morning.

Wednesday night rolled around and my text alarm went off at 10:07. It was Grinder — I could call him Grinder now because he woke me up at 12:30 a.m. so I earned that right — and his text said: "I'll be back around 5pm tomorrow. Hope that's good for u!!"

That's plenty of time to interview him and write the story before leaving Friday morning, I thought, so I agreed.

On Thursday I got a little antsy at 4:16 p.m. and texted him: "Got an update for me?"

His response: "See u arnd 7:30-8. Tonight."

What's another three hours, right? I could stay up late and work on this piece and maybe clean it up on the plane.

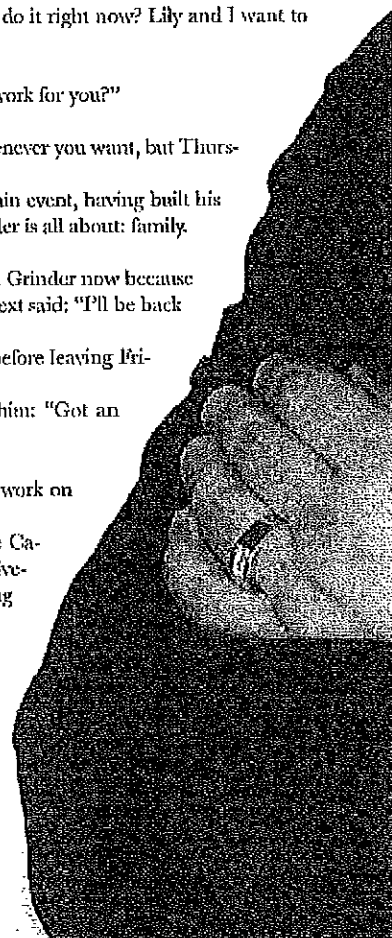
I understood. He was having a great run at the Commerce Casino's \$100-\$200 stud tables in L.A. and was looking at a nice five-figure session. This is also what Grinder is all about: winning money.

At 7:18 p.m. my phone vibrated. I look down hoping to see Grinder was indeed at the Rio. Instead it said, "B there in an hr."

An hour later at 8:15 he texted me that he'd "B by tourn registration in 10."

I went to the designated area and waited. All of the players from the main event had returned to their seats so when there was a commotion coming my way I knew who it was. As Grinder strolled down the main hall of the tournament area I could see plenty of fans trying to take his picture and get his attention. One guy even started chatting up Grinder as if he knew him, but he didn't.

Continued on next page





COVER STORY

MSOP PLAYER OF THE YEAR

antelop.com | JUNE 2011

Continued from previous page

This was it. It was 8:30 and I finally was about to interview Ante Up's 2010 World Series of Poker Player of the Year. He wore a white-and-gray shirt (with jewel highlights) from his Royal Pain clothing line (think Affliction but with poker style) and a pair of dark blue jeans. We made our way into the tournament registration area, which was about the only quiet room around. Despite playing an all-night 12-hour session and making the five-hour drive from L.A., there still was a bounce in his step and a smile on his face. Winning nearly \$1.6 million and your first World Series of Poker gold bracelet will do that for you. And what a bracelet it is, the \$50K Players Championship, which also awards the winner with his name engraved on the Chip Reese Memorial Trophy.

"To say you won the \$50K for your first bracelet is any poker player's dream," he said, "and you know you're winning a large amount of money as well. And the field to overcome, you know, I was playing 115 of the best players in the world with a lot of the eight-game mixed players. It was a really, really tough field. Chip Reese was a legend, and played in my time, but I didn't get a chance to play much with him. I wish I could have. But from what I hear he was one of the greatest players, and just to have my name on his trophy is any poker player's dream. It's almost like winning another bracelet. It's almost like I won two bracelets in one. It's something I'll never forget and my name will always be there. I hope one day I'll be remembered as a legend as Chip Reese was."

He's certainly on his way. With a couple of World Poker Tour titles, nearly \$10 million in career tournament winnings and the removal of the "Best Player Never to Win a Bracelet" bullet from his resumé, Mizrahi's poker legacy is on the runway to immortality and he's been cleared for takeoff.

But this isn't anything you don't now. Let's find out how this Miramar, Fla., resident became the Grinder.

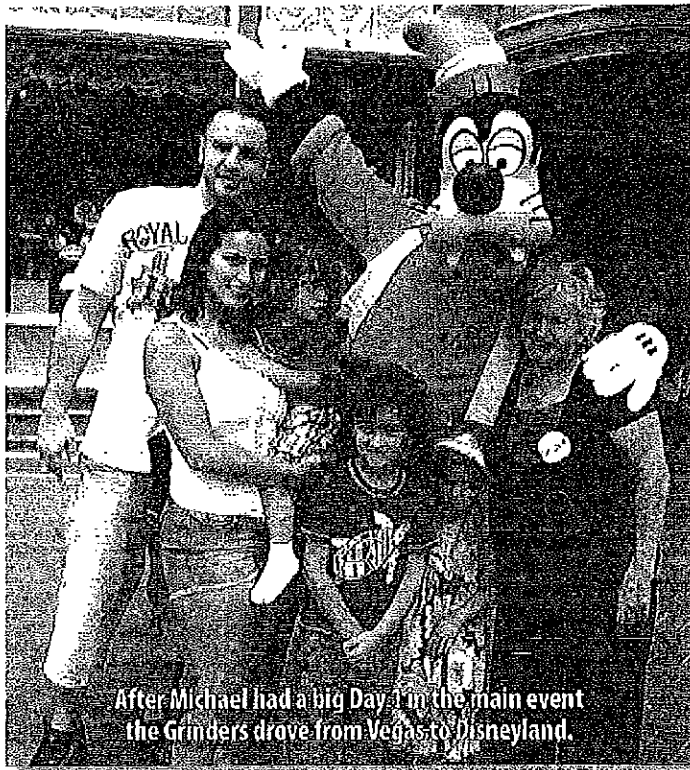
The Beginning

Most autobiographical details of successful poker players follow one of two paths: savant with some sort of computer sciences/math degree or gambling degenerate. Mizrahi was the latter. That's not to say he isn't beyond intelligent, but school just wasn't his thing, and poker was.

"I was always skipping too many classes, always for poker," said Mizrahi, who graduated from Hallandale (Fla.) High and is nearly fluent in Hebrew. "In my senior year I had to pretty much get straight A's just to get my diploma. I was just skipping too many classes and poker was always conflicting with my school. And I don't recommend that for anybody, but it was just that I thought poker was going to be my career and I was skipping class to go to casinos. That's when you know you're a degenerate. And then I'd go to the (gambling) cruise ships at night to play poker."

There are reports of him sitting on Mama Grinder's lap learning stud, which today is still his favorite and best game, but his real poker mentor was his brother, Robert.

"Rob pretty much brought me to the cruise ships," he said. "We analyzed hands together, we learned from each other, and we were playing online poker. ... When we started playing poker (semi) professionally Robert and I were about 15 or 16," said Grinder, who was born in Miami Beach. "Robert and my mother went to deal at Dania Jai-Alai. ... My mom always loved casinos. My dad was always into casinos, but he slowed down because my dad was always a hard worker. He slowed down with the gambling and he wasn't always very supportive of it, but my mom was always very supportive of whatever we've done."



After Michael had a big Day 1 in the main event the Grinders drove from Vegas to Disneyland.

And you have to remember, this was before the no-limit hold'em boom, and this was Florida, where you had to play in a private game or on the day cruises to get any practical live experience because Florida poker was just in its infancy.

"At first I started playing \$1-\$5 spread-limit stud," he said. "You know, at the age of 16 you don't have the bankroll. ... So it took a lot of time, studying the game. ... Then I started playing \$4-\$8 limit hold'em and I was beating it all the time. Eventually I started playing \$5-\$10 hold'em online. I was more of a limit player, but as the game went on I started playing private games. \$10-\$20, \$20-\$40 limit hold'em, and then I started stepping it up."

That's when he "decided to be responsible."

"I wanted to have some responsibilities and try something else and have a job. But even though I was working at Bemigan's at 18 years old I really wasn't making much, just to make some money to play poker. Then I wanted to try something different and work as a poker dealer because I knew I could deal. But I was doing it more just to wake up in the morning and have something to do instead of just being lazy every day."

But like school, having a regular job didn't suit the Grinder.

"It wasn't too long before they terminated me. On the termination sheet there wasn't enough room on the paper to (list) all the reasons I had to get fired. (laughs) It was like every excuse in the world just to get fired because I wasn't used to being responsible and having a job. So I just took my own path."

That short career as a dealer at Seminole Casino in Hollywood (Fla.) did have one happy ending, however. It's where he met his wife, Lily. And she wants it to be clear they were co-workers, something that has been misconstrued in the past.

"People think I was a dealer and he was a player and he picked me up," she said, sitting at the table awaiting the start of her \$1K NLHE WSOP event. "But it wasn't like that. He was my co-worker. We both had the same cars (BMW's) at that point. I always noticed his car outside, and I didn't know if it was a guy's car or a girl's car because it was a nice light blue. That's kinda how we met, through our cars."

Continued on next page

FROM FIRST LADY TO FIRST PLACE IN THE \$50K

Michael "Grinder" Mizrachi watched his stack dwindle at the final table of the \$50K Players Championship and as the dinner hour approached he felt he needed a little refresher. What he got was a surprise and boost he'll never forget. We'll let the Grinder take it from here:

At the dinner break at the \$50K final table I was kinda short, a little over a million. So I decided to go back to the Wynn Casino and just take a nice hot shower and change and feel like I'm starting all over again with a fresh stack. When I went downstairs (at the Wynn) the Secret Service was there and they stopped us. And (his wife) Lily was like "We're in a rush," and they were like, "Please ma'am just wait 30 seconds," and she was like "We're playing for \$2 million!"



And he said, "Ma'am! Step back!" And she was like, "What do you mean, what's going on?" And then all of a sudden there's Michelle Obama passing through and going up the same elevator we went up and she was kinda saying "hi" to everybody.

After that maybe she brought me luck, I don't know. The president has a beautiful wife and maybe that little smile brought me luck. I don't know. I know it was a pretty cool thing and it was exciting to see the president's wife. Who knows if I'll ever experience that again?

After that it was like, "Go ahead, Grinder, go win it!" And I ended up winning the tournament. So I want to say thanks to her as well.

— Christopher Cosenza

Continued from previous page

One night she was dealing in Hollywood to one of Mizrachi's friends named Ricky, who left his phone at the table on a coffee break. It started ringing and Lily saw "The Grinder" on the phone, "and I was like, 'The Grinder? Who's that?' " When Ricky came back she said "Someone named Grinder called you, who's that?" He said it was a co-worker of hers and she said, "What? The Grinder, is my co-worker?" (laughs)

When she heard he was good looking as well, that was all she needed to know. "That's the way I was back then," she said. "If I liked you I was going to get your number. It was kinda meant to be, I guess."

They crossed paths almost immediately after that, she said, and began talking about their BMWs. But Grinder remembers the latter part of that conversation.

"I met her in the casino in the break room," he said, smiling. "I told her I was a really good poker player and I was excellent at heads-up. And she said, 'Well, let's play heads-up.' She took my number down and she called me the same night and we've been together since that day."

Indeed, and Mrs. Grinder is a fine player in her own right, taking second on the WPT's Ladies Night Out event a few years ago and cashing in a couple of other big tournaments. But they never had that heads-up match, unless you count when they tied the knot in 2009. Now they're raising three children, and Mizrachi brightens up whenever they are mentioned, and laughs when he says even they call him Grinder sometimes.

"I never hear Michael anymore," he said.

With poker clearly in their blood, will Mizrachi support his children (like his mother did for him) if they want to follow in their parents' footsteps?

"They know what I do every day," said Grinder, 29. "They know I'm a pretty big poker player and they see me in magazines and TV and say, 'Look, Daddy's on TV. Look, Daddy's on the front cover of the magazine.' But I'm the type of father that I want my kids to be happy with whatever they do. I'm very supportive of whatever they want to do. If they want to become poker players I'm supportive of them. If they want to become a football player, baseball player, doctor, lawyer, an astronaut, a fireman, I don't care. Whatever (they do), if they want to work in McDonald's, I'm always ready to support them. And I'll always be there for them."

"He's a great dad," Lily said. "He's very busy with all the traveling and the poker. But other than that he's excellent. He's a very affectionate father. I've never seen him hit my kids once. He's a very good dad.

He's very playful. When I reprimand them he's always like 'No, don't do that to my babies.' "

The Brothers Mizrachi

Casual poker fans know of the Grinder and Robert, but they probably don't realize Grinder is the fraternal twin of Eric and older brother to Daniel. If you type "Mizrachi" into the Hendon Mob database it looks more like their family tree than a poker listings site.

Eric is a professional poker player and Daniel is a magician who has some poker chops as well. All four played in this year's main event and all four cashed, both of which had never happened before.

"We left the moms and wives out," Grinder said, laughing. "But we've all been very close, Robert, Eric, Daniel and myself."

And despite not being identical twins, do Michael and Eric have that mind-reading thing going on?

"Oh, yeah, Eric and I always have one of those, you know, at the same time we'd both think of the same thing, and want to do the same things."

Eric was the first Mizrachi sibling to make the same final as Grinder, not Robert.

"(We) finished first and second in a limit hold'em tournament once," Grinder said. "It was a \$1K buy-in. Of course I finished first. I actually put him in the tournament so it was kinda funny. It was only a 41-person field at the Bike. I remember Jon Bonetti saying, 'What is this, a f*cking sandwich?' Those were his words, not mine." (laughs)

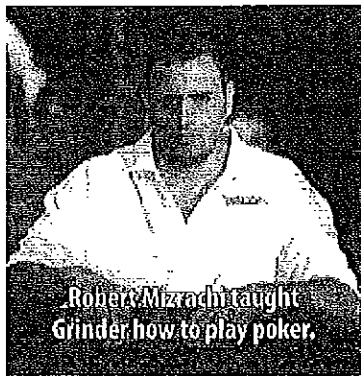
Grinder will tell you his tournament career has been so lucrative because his style was borne from everyone else's style.

"When it came to tournament poker I kinda picked it up on my own," he said. "When I was watching (Rob) I was like, 'No, that's not the way to play.' I was watching everybody play and I put everybody's minds together and I created my own mind, my own style of playing and it worked out well for me. ... My tournament career started in '04 ... I can't believe it's already been five, six years. That's a long time."

So who's the best Mizrachi poker player? Grinder laughs and somewhat skirts the question.

"I remember when (Robert) and I were playing Chinese poker together like 10 years ago. Actually my brother's mastered that game. I haven't mastered it because I don't play it as much. I'm good at it but my brother's great at it. If there's a game he's better at than me, it's definitely Chinese poker. But Rob and I are great at all games and I

Continued on next page



Robert Mizrachi taught Grinder how to play poker.

Continued from previous page

(think we have great instincts as well. The way we analyze hands and the advice we give each other is unbelievable. I give a lot of credit to my brother (for my success) and I'm sure he gives a lot of credit to me. Thank God I have a family that's very supportive of each other and a great group of poker players and we can learn a lot from each other."

And now all of the brothers are linked in business as well, representing Deliverance Poker, an overseas online poker site that is just getting under way.

"Deliverance has a great logo and I think we have a legit shot," he said. "The four brothers have joined together and I think it will be a great site. It's gonna take a long time, but if there's time and great marketing strategy I think we have a legitimate shot at competing with the other sites."

Quick rise to fame

Grinder became a star at the height of the poker surge in 2005, winning the nationally televised L.A. Poker Classic, a WPT Main Event worth nearly \$1.9 million. This came less than a month after his fifth-place finish in Tunica at the WPT's World Poker Open. Then in 2006 he finished second (\$566K) in Tunica when the WPO moved to the Gold Strike for the WPT event. One week later he captured his second WPT title (his second straight WPT final table) by winning the Borgata Winter Open for \$1.17 million. So it's easy to see why people think of him as a no-limit hold'em player, when in fact he steers clear of NLHE when he can.

"My favorite game has always been seven-card stud," he said. "Any stud game has always been my game of choice. I enjoy the draw games a lot. I play more of the other games than I do no-limit hold'em. I enjoy no-limit hold'em tournaments but not cash games, unless it's a great spot. I pretty much give most people credit in no-limit. It's not an easy game, but a lot of people have a grasp of it and there are a lot more weak spots in the other games. I've been playing mixed games for 10 years."

Over the next three years he stayed on the radar with a few undercard victories, but by Grinder's standards they were anything but stellar, and a few close calls at the Series made the drought all the more difficult to swallow. He decided he needed a rest from the "grind" and took nearly all of 2010 off leading up to the Series. ... a move that would pay off handsomely. The Grinder was headed home.

'I root for the hurricanes'

According to Grinder, he spent way too much time in Las Vegas, and he missed Florida. "I think it burned him out," Lily said of being in Vegas." Plus, having poker finally get uncapped in the Sunshine State made the move back all the more important.

"I expected myself to have a great World Series just because of the time I had taken off," he said, "It takes a lot out of you, traveling expenses, air. It takes away time with my kids. So I knew I oughta stay in Miami and just ended up playing a lot of PLO games, private games, and just enjoy myself in Florida. I was actually overworking myself in Florida, too. I was playing more poker in Florida than I was playing elsewhere. But I wasn't playing any tournament poker. I probably played four events throughout the year before the World Series started."

Family wasn't the only reason to return home.

"I'm very sports-oriented," he said. "I love my baseball team and my basketball team and my football team. And Las Vegas had nothing

for me, besides traveling to Los Angeles to watch the Lakers. I'm a Lakers fan as well, but my No. 1 preference would be all Miami teams. I'm a big Dolphin fan and big Heat fan. I missed a lot of the water, just the lifestyle, the beaches, hanging out with my kids on the beach. I'm not used to being in the desert with this hot, dry weather. I just can't take it. I like the humidity, actually. And I root for the hurricanes whenever they come to South Florida. Some people root against hurricanes; I root for the hurricanes. It's something that's fun to experience. Some people say no, but I'm a Floridian and I love the wet weather. I just prefer it not be on a football day." (laughs)

But the time off wasn't all rosy. In March the *Sun-Sentinel* published an article that said he owed nearly \$340K in back taxes from the mishandling of rental properties (that he owned with Robert) and his poker winnings. His house also was foreclosed and put up for sale. Mizrahi couldn't believe the false stories that ensued, such as the way penniless and that the IRS audited him.

"I have no idea what that article came out for," he said. "Some of the articles were false. Some said the IRS took my house away, which was never even true. First, why would the IRS take a house that's not worth anything, with all the homes in Florida going way down under? There's no real value of taking that home. So a lot of these things were not even true. The foreclosures that Rob and I (did we) had a decision we came to. I took great advice from a lot of great business men and friends. ... The tenants weren't paying on time, so I just got tired of it. I can't afford to pay it anymore, 10-20 grand a month just in no-fee tags. So I decided to just drop everything and start all over again. It started working out for me. I just decided to throw all the bills away."

"There's no point of these high maintenance things, the nice cars, this, that. I thought, 'What's the point of it?' The No. 1 priority is to take care of my family and make sure they get what they deserve. My primary home was under foreclosure, because it was way down under and I was going to rent a place on the beach. So I wasn't sure what I wanted to do yet. Maybe we'll save the (primary) house, but I'm still undecided. I just had a bad loan and I thought it was way too high for the mortgage. I was paying for a house that wasn't even close to the value of it. I still have the primary and we're still working out a deal with the banks. I can always get another house; it's not like a big deal. There are a lot of options for me. But I never lost my primary."

Grinder made sure the problem was dealt with as soon as possible and has an idea as to how this story came out in the press.

"The IRS never audited me," he said. "They just had an investigation, but I had tax lawyer. I paid a lot of money for tax lawyers. I paid a fortune when I could've just paid the IRS. (Maybe the story came) up because I'm a high-profile poker player in South Florida and they looked into my case because Florida is getting high-stakes poker, and I represent pretty much South Florida."

"I think it came up because Lily made a joke, too. She put my trophy up (for sale) on the Internet as a joke. You know, how much we could get for it. I think she put the LAPC trophy up, as a joke, for like 10-15 minutes just to tease me, and maybe they got the story from that. I told the guy it was all a joke and I'm doing fine. (Then) after the article comes out I win the \$50K, so it was a pretty crazy time."

And in typical Grinder fashion he found a positive note from the experience.

"Sometimes it's better for people think you're broke so they leave you alone."

Continued on next page



Photo: Frank and WPT



The November Nine

JONATHAN DUHAMEL, 22, Canada, 65,975,000

JOHN DOLAN, 24, Bonita Springs, Fla., 46,250,000

JOSEPH CHEONG, 24, La Mirada, Calif., 23,525,000

JOHN BACENER, 24, Tampa, Fla., 19,050,000

MATTHEW JARVIS, 25, Surrey, B.C., 16,700,000

FILIPPO CANDIO, 26, Italy, 16,400,000

MICHAEL MIZRACHI, 29, Miramar, Fla., 14,450,000

CUONG "SOI" NGUYEN, 37, Santa Ana, Calif., 9,650,000

JASON SENTI, 25, St. Louis Park, Minn., 7,625,000



Grinder is the first player to win the \$50K Players Championship and make the November Nine.

Continued from previous page

The big one

Never doubt a woman with a premonition. Lily felt this was Grinder's year, and she never really told him that in years past.

"I said 'Babe, believe it or not I have a really strong feeling you're going to do really well this year at the Series,' " she said. "I even told his mom the same day that he was going to win a bracelet. ... So the first tournament he plays he says, 'Lily, if I'm gonna win a bracelet I want it to be this one.' And I said, 'You're due. You're like a 10-month pregnant lady so give birth to that baby already! You're like so pregnant right now you're full of it. Go do it! Push!' " (laughs)

The catalyst for Mizrachi being named Ante Up's WSOP Player of the Year was, of course, his victory in the \$50K Players Championship. He would make four final tables at this year's Series, including the November Nine, and win well more than \$2 million, but the \$50K win was the start to everything. And it turns out *that* victory had one very key hand, one that will live on in the annals of poker lore.

"In this tournament there really was never a close call until we got heads-up," Mizrachi said. "But one of the greatest hands that happened came against Lyle Berman when the flop came A♠-J♠-6♥. He had 6♠-6♣-7♠-7♥ and I had pocket aces, top set. I bet and then he said, 'Grinder there's no way you can have pocket aces again,' and then he decided to check-raise me all-in. I did have the aces, he had bottom set and turned quad sixes. He said 'OK, no more aces, no ace, no ace!' And the river comes an ace and I make quad aces. So that was probably one of the greatest hands in the championship ever. That was a hand I'll never forget."

After that he had another mountain to climb, one of the toughest final tables in history, including a little someone named Robert Mizrachi. The incredibly pro-Mizrachi crowd dealt with the bittersweet emotions by rooting for whoever won the pot, but it wasn't easy on any of them, especially Grinder.

"Knocking your brother out; it's a lose-lose situation or a win-win situation," he said. "If we finished fifth and fourth I think it's a lose-lose situation and I would have felt a lot worse. But now that I won and he came in fifth I'm sure if you were to tell him he would get fifth and I would get first I'm sure he'd say take it. And the same for me.

If I finished fifth and he finished first I would accept that invitation all day. I'm sure he's happy with the results and the way everything went."

Their final hand pitted Robert's A-10 vs. Michael's Q-J and a jack on the turn sealed not only Robert's fifth-place finish (\$341,430) but a few records. It was the best combined finish in a WSOP event for siblings, edging the Annie Duke-Howard Lederer sixth-place-ninth place finish in 1995. The Mizrachis also are just the second brothers to each win a bracelet, as Grant and Blair Hinkle did in 2008.

"At least I put his chips to good use," he was heard saying afterward. And he mentioned there were no close calls until heads-up play. Here was the biggest landmine he had to dodge, and Lily's premonition was put to its ultimate test.

"I had A♠-7♠ and (Vladimir Shchemlev) had A♠-J♠ and that was for my tournament life," he said.

The flop came K♠-10♠-9♠ giving a glimmer of hope to Grinder as he picked up the nut-flush draw. The Q♥ on the turn gave Shchemlev the nut straight, but the 5♣ on the river saved Mizrachi.

"Thank God a 5♣ came on the river to give me a flush," he said. "And after that I never looked back. I played my heart out. I was actually drenched from this tournament. I never had a tournament take so much out of me, so many hours. Just watching cards, change of pace in games, you know? Sometimes you're in drive, sometimes you're in neutral, then you gotta go in reverse and slow it down a little bit. But I was always super-focused and just when that last hand finished I was like, 'Thank God it was over.' "

The final table took nearly 13 hours to complete and the field Mizrachi bested had 54 bracelet-winners in it (that's 15 percent of all bracelets in existence).

"I think that really drained me a lot for the rest of the Series. I had a great World Series, I'm not complaining, but I think I could probably put a little more effort into it and maybe get another bracelet. But this took a lot out of me. I made (four) final tables so it was good, no complaints. I'm very happy with my World Series."

And he's not done yet. As the first to win the \$50K and make the November Nine, don't be surprised if Grinder comes away with more hardware in November. After all, Lily saw this coming, right? ♠



41ST WORLD SERIES

MAY 28-JULY 17, 2010 • RIO HOTEL AND CASINO • LAS VEGAS



Here are our cashers from Events 26-57. Congratulations to Frank Kassela for winning his second bracelet and to Harold Angle of Florida and Chris Bell of North Carolina for winning their first.

Event #26 • \$2,500 NLHE 6-handed

Prize pool: \$2,863,500 • Entries: 1,245
 6. Steve Costley, \$77,228, Millhollan, VA
 8. Justin Smith, \$55,236, Kissimmee, FL
 22. Farhan Madani, \$18,612, Miami, FL
 26. Richard Robinson, \$15,062, Orlando, FL
 40. Darryll Fish, \$10,537, Cape Coral, FL
 86. David Poces, \$5,669, Boca Raton, FL
 88. Mark Flowers, \$5,669, Greenville, NC
 93. Narendra Banwarli, \$5,211, Charlotte, NC
 106. Stewart Newman, \$5,211, Weston, FL
 124. Matthew Schwabman, \$4,782, Orlando, FL

Event #27 • \$1,500 Stud/8

Prize pool: \$869,400 • Entries: 644
 23. Robert Campbell, \$5,607, North Miami, FL
 27. Dale Phillips, \$4,729, Naples, FL
 36. John Racener, \$4,060, Port Richey, FL
 39. Hoyt Vermer, \$4,060, Melbourne Beach, FL
 55. John Womack, \$3,182, Land O'Lakes, FL
 59. Ivan Schertzer, \$2,851, Miami Shores, FL

Event #28 • \$2,500 PLO

Prize pool: \$1,370,800 • Entries: 396
 7. Trevor Pope, \$41,850, Gainesville, FL
 23. Harold McDonald, \$9,842, Lancaster, SC
 29. Brian Powell, \$7,950, Louisville, KY
 30. Calvin Habel, \$7,950, Tallahassee, FL
 31. Anthony Cousineau, \$7,950, Daytona Beach, FL
 34. Norman Collingsworth, \$7,950, Nashville
 41. David Ashby, \$6,470, Louisville, KY
 48. Chase Steely, \$5,394, Williamsburg, KY
 53. Richard Tucker, \$5,304, Charlotte, NC

Event #29 • \$10K LHE

Prize pool: \$1,607,400 • Entries: 171
 3. Kyle Ray, \$190,701, Fayetteville, GA
 8. Michael Mizrad, \$49,732, Miramar, FL

Event #30 • \$1,500 NLHE

Prize pool: \$3,231,900 • Entries: 2,394
 6. William Kaxon, \$98,605, Miami
 9. Jeff Cohen, \$42,790, Parkland, FL
 16. Andrew Ferris, \$20,716, Harrisburg, NC
 30. Alexander Barlow, \$13,541, Pembroke Pines, FL
 32. John Dolan, \$13,541, Bonita Springs, FL
 35. Thomas McLeer, \$13,541, Columbia, SC
 44. Michael Glasser, \$11,150, Boca Raton, FL
 58. Adam Adler, \$7,821, Ft. Lauderdale, FL
 60. Massoud Nikjouan, \$3,382, Woodbridge, VA
 82. Jenny Marczynski, \$4,977, Denton, FL
 89. Felipe Montenegro, \$4,977, Farmville, VA
 99. James Welsh, \$4,163, Kissimmee, FL
 103. Steven Burdholder, \$3,878, Largo, FL
 105. Linda Fredericks, \$3,878, Baton Rouge, LA
 108. Chris Dombrowski, \$3,878, Wesley Chapel, FL
 109. Darryll Fish, \$3,878, Cape Coral, FL
 114. Walter Harris, \$3,878, St. Petersburg, FL
 119. Martin Dabnahl, \$3,878, Winston Salem, NC
 121. William Looper, \$3,878, Greer, SC
 123. John Bandvrel, \$3,878, Lake Wales, FL
 132. Jeff Coutroulis, \$3,490, Tampa, FL
 142. James Glordano, \$3,490, Miami, FL
 147. Manelic Ninayo, \$3,490, Tampa, FL
 156. Anthony Pope, \$3,490, Athens, GA
 181. Jack Shea, \$1,199, Plafftown, NC
 195. Martin May, \$3,199, Plantation, FL
 203. David Diaz, \$3,199, Bartlett, TN
 204. Seth Etscher, \$3,199, Atlanta
 206. Michael Davis, \$3,199, Okeechobee, FL
 210. Stewart Newman, \$2,908, Weston, FL
 215. David Fetzer, \$2,908, Jensen Beach, FL



237. Scott Cooper, \$2,908, Green/Bc, SC
 242. Nathan Tingen, \$2,908, Evans, GA

Event #31 • \$1,500 H.O.R.S.E.

Prize pool: \$1,117,800 • Entries: 828
 8. Robert Mizrad, \$21,525, Miami
 22. David Brooker, \$6,877, Stuart, FL
 33. Robert Campbell, \$4,923, North Miami, FL
 38. Russ Salzer, \$4,923, Hollywood, FL
 44. Jason Merole, \$4,276, Davis, FL
 60. Massoud Nikjouan, \$3,382, Woodbridge, VA
 63. Eric Conli, \$3,382, Palm Bay, FL
 66. Greg Monaldi, \$3,114, Davis, FL
 69. Philip Campbell, \$3,114, Duluth, GA
 76. Michael Alkco, \$2,859, Jacksonville, FL

Event #32 • \$5K NLHE 6-Handed

Prize pool: \$2,660,600 • Entries: 568
 25. Anthony Spinella, \$17,325, Wsahaw, NC
 32. Chris Bell, \$14,629, Raleigh, NC
 33. Skannon Shong, \$14,629, Birmingham, AL
 42. Matthew Schwabman, \$12,653, Orlando, FL

Event #33 • \$2,500 PLH/PLO

Prize pool: \$1,108,600 • Entries: 482
 16. Thomas Grogg, \$9,988, Brandon, FL
 21. Justin Smith, \$7,981, Kissimmee, FL
 29. Stewart Newman, \$6,440, Weston, FL
 31. Tom Hu, \$6,440, Oakton, VA
 38. Mike Schneider, \$5,243, Covington, GA

Event #34 • \$1K Seniors NLHE

Prize pool: \$2,827,800 • Entries: 3,142
 1. Harold Angle, \$487,994, Sun City Center, FL
 7. Ernest Ward, \$62,833, Ocean Springs, MS
 16. Thomas Scott, \$17,475, Charlotte, NC
 17. Jon Hall, \$17,415, Cornelius, NC
 25. James Polanski, \$13,969, Palm Harbor, FL
 27. Samuel Blum, \$13,969, Tampa, FL
 48. Clifford Friend, \$7,606, Lighthouse Point, FL
 52. Salah Levy, \$7,606, Cookeville, TN
 56. John Spadmeschia, \$6,335, Lighthouse Point, FL
 69. Mark Jagiello, \$5,316, Dover, FL
 70. George Zater, \$5,316, Atlantic Beach, FL
 71. Burt Greenell, \$5,316, Arlington, VA
 72. Bobby Binsky, \$5,316, Hollywood, FL
 85. Joseph Aronesty, \$3,874, Miami Beach, FL
 86. Sam Crimaldi, \$3,874, Ft. Myers, FL
 90. Chester Adamson, \$3,874, Cape Coral, FL
 92. Jeffrey Taylor, \$3,265, Port St. Lucie, FL
 96. William Paterson, \$3,365, Port St. Lucie, FL
 105. James Allen, \$2,940, Macon, GA
 109. Jack Sharp, \$2,940, Knoxville, TN
 117. Joseph Mauro, \$2,940, Clearwater, FL

133. Douglas Hurdien, \$2,940, Uteran, FL
 155. David Cohen, \$2,601, Deltona, FL
 158. Bertel Ladner, \$2,601, Birkon, MS
 162. Robert Gray, \$2,601, Atlanta
 163. Jack Sloan, \$2,601, Alexandria, VA
 206. Robert Webber, \$2,318, Goldsboro, NC
 212. Michael Shannon, \$2,318, Satellite Beach, FL
 217. Jeffrey Caven, \$2,318, St. Augustine, FL
 234. Tom Berting, \$2,318, Swainsboro, NC
 255. Calvin Dennis, \$2,092, Auburndale, FL
 265. Deloris Batson, \$2,092, St. Augustine, FL
 270. Travis Newberry, \$2,092, Canton, GA
 273. Robert Chimento, \$2,092, Mt. Pleasant, SC
 275. Robert Lichter, \$2,092, St. Augustine, FL
 279. Karen McCauley, \$2,092, Longs, SC
 281. Douglas Weidman, \$1,894, Marathon, FL
 284. Larcy Newman, \$1,894, Marietta, GA
 291. Jay Vogel, \$1,894, Boca Raton, FL
 293. George Villano, \$1,894, Wellington, FL
 310. Ouis Gardner, \$1,894, Midway Park, NC
 312. Tom Franklin, \$1,894, Gulfport, MS
 321. Donald Burchell, \$1,894, Marietta, GA
 322. Joseph Wasylyan, \$1,894, Orono Beach, FL

Event #35 • \$10K Heads-Up NLHE

Prize pool: \$2,406,400 • Entries: 256
 5. Vanessa Russo, \$94,956, Hobo Sound, FL
 23. Michael Glasser, \$17,987, Boca Raton, FL

Event #37 • \$3K H.O.R.S.E.

Prize pool: \$1,319,280 • Entries: 478
 4. Ken Aldridge, \$93,418, Pleasant Gdn., NC
 8. Chad Brown, \$29,406, Maigate, FL
 20. Dale Phillips, \$9,604, Naples, FL
 22. Zachary Milchman, \$9,604, Hollywood, FL
 25. George Trigeorgis, \$8,088, Ft. Lauderdale, FL
 28. Devin Hanneman, \$8,008, Arlington, VA

Event #38 • \$10K PLO

Prize pool: \$2,519,200 • Entries: 268
 3. James Calderaro, \$284,845, Venice, FL

Event #39 • \$1,500 NLHE Shootout

Prize pool: \$1,885,950 • Entries: 1,397
 12. Johnny Kitchens, \$10,844, Mount Dora, FL
 16. Tristan Wada, \$5,620, Boynton Beach, FL
 28. Kevin Ho, \$5,620, Gainesville, FL
 53. Richard Phillips, \$5,620, Carolina Beach, NC
 55. Barry Hutter, \$5,620, Bradenton, FL
 92. Benjamin Palmer, \$5,620, Orlando, FL
 75. Samer Khuri, \$5,620, Memphis
 82. William McBride, \$5,620, Thonotosassa, FL
 90. Berry Wheeler, \$5,620, Clearwater, FL
 98. Benjamin Zarnad, \$5,620, Boca Raton, FL

108. Felipe Montenegro, \$5,620, Farmville, VA
 113. Bryan Foster, \$5,620, Wilmington, NC
 130. Stewart Gillespie, \$5,620, Pembroke Pines, FL
 132. Jeremiah Vinsant, \$5,620, Murfreesboro, TN
 133. Mike Beasley, \$5,620, Hollywood, FL

Event #40 • \$2,500 Razz

Prize pool: \$839,500 • Entries: 365
 1. Frank Kassela, \$214,085, Rossville, TN
 14. Bill Wood, \$9,687, Manakin Sabot, VA
 26. Yuval Bronshteyn, \$5,423, Charleston, SC
 37. Greg Baymer, \$4,550, Raleigh, NC
 39. Eric Conli, \$4,550, Palm Bay, FL

Event #41 • \$1,500 PLO/8

Prize pool: \$1,143,450 • Entries: 847
 14. Anthony Cousineau, \$11,731, Daytona Beach, FL
 29. Karen Longfellow, \$6,346, Indian Shores, FL
 33. Donald Vann, \$6,346, Jacksonville, FL
 56. Flaminio Malaguti, \$3,761, Greenville, NC
 78. Jordan Stone, \$2,847, Fayetteville, GA

Event #42 • \$1,500 NLHE

Prize pool: \$3,403,305 • Entries: 2,521
 22. Michael Vaccarella, \$17,289, Clayton, NC
 25. Mike Sorenson, \$17,289, Charlotte, NC
 26. Kevin Schaffel, \$17,289, Coral Springs, FL
 55. Marc Levy, \$7,963, Boynton Beach, FL
 58. Raul Gonzalez, \$7,963, St. Petersburg, FL
 71. Eric Appel, \$6,738, Fredericksburg, VA
 72. William Looper, \$6,738, Greer, SC
 95. Michael Palumbo, \$4,322, Ft. Myers, FL
 96. Ira Marcus, \$4,322, Coral Gables, FL
 116. Aaron Lambert, \$3,811, Chapel, SC
 121. Jay Houston, \$3,811, Orlando, FL
 128. Jeffrey Babevich, \$3,811, Boynton Beach, FL
 148. Adam Adler, \$3,403, Aventura, FL
 178. Terry Galins, \$3,403, Stale, IL
 190. Michael Glasser, \$3,063, Boca Raton, FL
 195. Nicholas Ayers, \$3,063, Ormond Beach, FL
 203. Brian Sandmar, \$3,063, Ft. Thomas, KY
 204. Rofayez Azadganian, \$3,063, Charlotte, NC
 206. Madec Gracz, \$3,063, Raleigh, NC
 216. Sadey Herla, \$3,063, Miami
 223. Alan Schallentield, \$3,063, Tampa, FL
 228. Alexander Barlow, \$2,756, Pembroke Pines, FL
 233. David Perry, \$2,756, Gainesville, FL
 237. Bobby Binsky, \$2,756, Hollywood, FL
 240. Chris Cornell, \$2,756, Clarksville, TN
 254. Steven Dezelich, \$2,756, Elron, KY
 259. Shannon Kelly, \$2,756, West Palm Beach, FL
 266. Jon Chatley, \$2,756, St. Cloud, FL
 267. Dennis Nordinan, \$2,756, Smyrna, GA
 268. William Durkee, \$2,756, Miami

Event #43 • \$10K H.O.R.S.E.

Prize pool: \$2,265,400 • Entries: 241
 16. Brandon Adams, \$26,459, Miami
 22. Abe Mossler, \$21,997, Longboat Key, FL

Event #44 • \$2,500 Mixed Hold'em

Prize pool: \$1,166,100 • Entries: 507
 4. Michael Alkhnk, \$81,871, Hollywood, FL
 18. Jason Williams, \$10,459, Gretna, LA
 31. Chris Bell, \$6,763, Raleigh, NC
 39. Kyle Ray, \$5,503, Fayetteville, GA
 53. Eric Frolidich, \$4,512, Springfield, VA
 54. Narendra Banwarli, \$4,512, Charlotte, NC



Event #45 • \$1,500 NLHE

- Prize pool: \$4,180,950 • Entries: 3,097
- Michael Goldfarb, \$167,405, Coral Springs, FL
 - Justin Conley, \$70,365, Prestonburg, KY
 - Douglas Good, \$41,725, Lexington, KY
 - Tanya Gavarecki, \$25,838, Orlando, FL
 - Bryan Porter, \$20,653, Wilmington, NC
 - Michael Gibson, \$13,629, Alpharetta, GA
 - Anthony Consmano, \$11,246, Manassas, VA
 - David Nelson, \$11,246, Cary, NC
 - Robert Kaltefleiter, \$7,860, Seminole, FL
 - Michael VanWingerden, \$6,889, Huntersville, NC
 - Grady Walters, \$5,727, Gastonia, NC
 - Philippe Boucher, \$4,348, Duluth, GA
 - Steve Conley, \$4,348, Midlothian, VA
 - Leo Witt, \$4,348, Louisville, KY
 - Richard Johnson, \$3,846, Madison, AL
 - Robert Pilgrim, \$3,846, Manassas, VA
 - John Galtner, \$3,846, Lebanon, TN
 - James Goodwin, \$3,428, Williston, FL
 - Samuel Fisch, \$3,428, West Palm Beach, FL
 - Derek Pasquarella, \$3,428, Greer, SC
 - John Myung, \$3,428, Vienna, VA
 - Michael Whilton, \$3,023, Hilton Head Island, SC
 - David Jackson, \$3,023, Charlotte, NC
 - Jonathan Zettle, \$3,023, Raleigh, NC
 - Pisang Tran, \$3,023, Charlotte, NC
 - Base Terry, \$2,801, Alpharetta, GA
 - Charles Kelley, \$2,801, Staunton, VA
 - Chris Dombrowski, \$2,801, Wesley Chapel, FL
 - Paul Kohl, \$2,801, Leesburg, VA

Event #46 • \$5K PLO/8

- Prize pool: \$1,334,800 • Entries: 284
- Chris Bell, \$327,400, Raleigh, NC
 - Leif Force, \$65,311, Tallahassee, FL
 - David Huet, \$14,455, Williston, FL



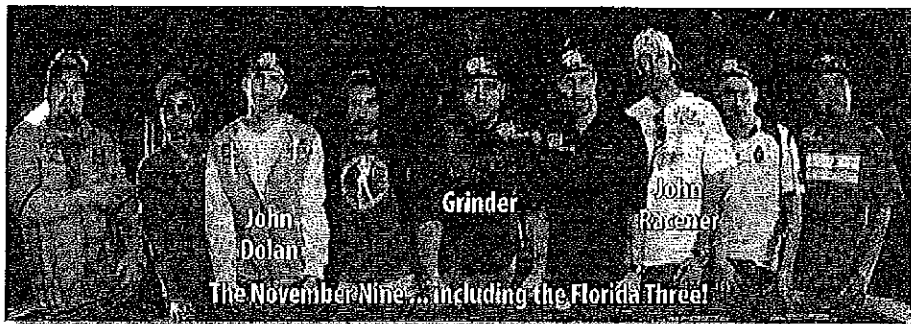
Chris Bell

Event #47 • \$1K NLHE

- Prize pool: \$2,815,200 • Entries: 3,128
- Laurence Stein, \$28,095, Boynton Beach, FL
 - Mike Beasley, \$28,095, Hollywood, FL
 - Stacy Taylor, \$9,177, Delray Beach, FL
 - Dwight Derlinger, \$7,572, Prospect, KY
 - Benjamin Zaman, \$6,306, Boca Raton, FL
 - James Davis, \$6,306, Lafayette, LA
 - Benjamin Barrows, \$6,306, Lawrenceville, GA
 - Anthony Kapp, \$3,856, Virginia Beach, VA
 - Roger Stewart, \$3,350, Sanford, FL
 - Jeremy Menard, \$2,927, Raleigh, NC
 - Gabe Costner, \$2,927, Dithersville, MS
 - Michael Helms, \$2,927, Monroe, LA
 - John Matheny, \$2,927, Mooresville, NC
 - Robert Witt, \$2,589, Chesapeake, VA
 - Luiz Lamardo Neto, \$2,589, Miami
 - Philippe Boucher, \$2,589, Duluth, GA
 - Michael Jordan, \$2,589, Brandon, FL
 - Zachary Lee, \$2,308, Ponte Vedra Beach, FL
 - John Hoang, \$2,083, Woodbridge, VA
 - Matthew Gullo, \$1,886, Fairfax, VA
 - Henry Wilken, \$1,886, Apopka, FL
 - Gurmit Advani, \$1,886, Brentwood, TN

Event #48 • \$2,500 Mixed Event

- Prize pool: \$1,041,900 • Entries: 433
- Chris Dombrowski, \$7,585, Wesley Chapel, FL
 - Michael Mizrahi, \$6,324, Manassas, VA
 - Justin Smith, \$6,324, Kissimmee, FL
 - Frank Kassel, \$5,176, Rossville, TN



The November Nine...including the Florida Threel!

Event #49 • \$1,500 NLHE

- Prize pool: \$3,433,050 • Entries: 2,543
- Ben Smith, \$193,418, West Palm Beach, FL
 - Chadwick Grimes, \$141,235, Grimesland, NC
 - Justin Zick, \$78,067, Tierra Verde, FL
 - John Myung, \$35,051, Vienna, VA
 - Benjamin Eilers, \$27,464, Raleigh, NC
 - Thomas Gruber, \$17,439, Norfolk, VA
 - Anthony Spinella, \$17,439, Waxhaw, NC
 - Matthew Waxman, \$17,439, Parkland, FL
 - Steve Conley, \$14,144, Midlothian, VA
 - Ella Ahmadian, \$14,144, Chantilly, VA
 - Ben Hjelm, \$11,603, Montgomery, AL
 - Kenneth Terrell, \$6,797, Sharpshooter, GA
 - Antonio Salorio, \$5,012, Coral Springs, FL
 - Gregory Roy, \$5,012, Stuart, FL
 - Ben Palmer, \$3,845, Orlando, FL
 - Kyle Brown, \$3,845, Ft. Lauderdale, FL
 - Joshua Smith, \$3,433, Greensboro, NC
 - Azarc Davis, \$3,433, Orlando, FL
 - Samantha Cohen, \$3,433, Ft. Lauderdale, FL
 - Kevin Currey, \$3,433, Orlando, FL
 - Stephen Hindmarsh, \$3,433, Ft. Smith, AR
 - Frank Ozogostin, \$3,089, Westair Bluffs, FL
 - Thomas Schillo, \$3,089, Royal Palm Beach, FL
 - Maurice Hawkins, \$3,089, Tamarac, FL
 - Jeffrey Tomlinson, \$2,780, Jupiter, FL
 - Dave Fox, \$2,780, Jacksonville, FL
 - Judith Bass, \$2,780, Baton Rouge, LA
 - Kristie Linkowski, \$2,780, Huntersville, NC

Event #50 • \$5K PLO

- Prize pool: \$2,162,000 • Entries: 360
- Robert Altergich, \$52,471, Miami
 - Jason Mercer, \$19,479, Davis, FL
 - Di Dang, \$15,566, Springfield, VA
 - Justin Smith, \$15,566, Kissimmee, FL
 - Alan Ray, \$12,561, Aventura, FL
 - Michal Smith, \$11,561, West Palm Beach, FL
 - Jonathan Zuchowski, \$10,226, Jupiter, FL

Event #51 • \$3K Triple Chance NLHE

- Prize pool: \$2,663,400 • Entries: 965
- Ryan Welch, \$559,371, Nashville, TN
 - Brian Hawkins, \$17,071, Ft. Myers, FL
 - Tora Franklin, \$12,251, Gulfport, MS
 - Jeremy Menard, \$12,251, Raleigh, NC
 - Ken Aldridge, \$10,333, Pleasant Garden, NC
 - Steve Karp, \$7,457, Ft. Miami Beach, FL
 - Karga Holt, \$7,457, Atlanta
 - Jacobo Fernandez, \$5,992, Hollywood, FL

Event #52 • \$25K NLHE 6-Handed

- Prize pool: \$4,336,250 • Entries: 191
- Frank Kassel, \$556,053, Rossville, TN
 - Abe Mussevi, \$77,569, Longboat Key, FL

Event #53 • \$1,300 LHE Shootout

- Prize pool: \$739,800 • Entries: 548
- Andrew Petersen, \$4,135, Prairieville, LA
 - Rick Banks, \$4,135, Naples, FL

Event #54 • \$1K NLHE

- Prize pool: \$3,459,600 • Entries: 3,844
- Johnny Kitchens, \$35,845, Mount Dora, FL
 - Benjamin Palmer, \$13,734, Orlando, FL
 - Michal Johnson, \$13,734, Duluth, GA

Event #55 • \$10K PLO

- Prize pool: \$3,252,400 • Entries: 346
- Jason Mercer, \$50,867, Davis, FL
 - Anthony Cousineau, \$15,906, Daytona Beach, FL
 - Jason Lester, \$31,285, Aventura, FL
 - John Racener, \$24,815, Port Richey, FL

Event #56 • \$2,500 NLHE

- Prize pool: \$4,466,600 • Entries: 1,942
- Bryan Porter, \$353,260, Wilmington, NC
 - Ali Alwadidi, \$103,527, Longwood, FL
 - Ryan Hawkins, \$24,107, Ft. Myers, FL
 - Peter Walsworth, \$24,107, Sarasota, FL
 - Dave Baker, \$19,732, Tequesta, FL
 - Gabe Costner, \$16,339, Biloxi, MS
 - Maurice Hawkins, \$11,687, Tamarac, FL
 - Jason DeWitt, \$9,955, Decatur, GA
 - Tom Franklin, \$7,589, Gulfport, MS
 - Adam Adler, \$7,589, Aventura, FL
 - Michael McNeil, \$6,785, Wheeling, WV
 - Daniel Weinman, \$6,071, Atlanta
 - Leon Bolton, \$6,071, Summerville, SC
 - Ken Christopher, \$6,071, Irvington, AL
 - Mike Beasley, \$6,071, Hollywood, FL
 - Timothy McDonald, \$6,071, Lexington, KY
 - James Wroten, \$5,491, Winston Salem, NC
 - Keith Barnett, \$5,491, Pine Bluff, AR
 - Darryll Fish, \$5,044, Cape Coral, FL
 - Jeffrey Pollard, \$5,044, Wendell, NC

\$10K Main Event *

- Prize pool: \$68,798,600 • Entries: 7,319
- Patrick Ekstrand, \$317,161, Gulfport, MS
 - Matthew Beacar, \$317,161, Brentwood, TN

Event #57 • \$25K PLO/8

- Prize pool: \$1,334,800 • Entries: 284
- Gabe Costner, \$255,242, Biloxi, MS
 - Christopher Boly, \$168,356, Murfreesboro, TN
 - Jared Ungles, \$138,285, Baton Rouge, LA
 - Bill Melton, \$118,285, Huntsville, AL
 - Brook Bourne, \$94,942, Naples, FL
 - Jacob Tyler, \$79,806, Hoover, AL
 - Tristan Wade, \$57,102, Boynton Beach, FL
 - Karga Holt, \$57,102, Atlanta
 - Charles Harris, \$57,102, Fayetteville, NC
 - Richard Klisch, \$48,847, Pompano Beach, FL
 - Paul Dugozma, \$48,847, St. Petersburg, FL
 - Jacob Petersen, \$48,847, Baton Rouge, La.
 - Ella Ahmadian, \$48,847, Chantilly, VA
 - Dalton Hibis, \$48,847, Jacksonville, FL
 - Joshua Mancuso, \$41,967, Mandeville, LA
 - Frank Gary, \$2,387, Ft. Myers, FL
 - Glenn Woodcock, \$2,387, Conover, NC
 - Frank DeGeorge, \$2,387, Orlando, FL
 - Martin Ball, \$2,118, Plantation, FL
 - Stewart Newman, \$2,118, Weston, FL
 - Thuyen Doan, \$2,118, Williamsburg, VA
 - Todd Leaver, \$2,118, Delray Beach, FL
 - Justin Barrow, \$2,118, Okaloosa, FL
 - Benjamin Early, \$2,118, Chester, VA
 - William Hill, \$2,118, Valdosta, GA
 - Jason Leet, \$1,868, Miami
 - Jena Delk, \$1,868, Mandell Island, FL
 - Robert Gerardo, \$1,868, Naples, FL
 - Peter Bronstein, \$1,868, Miami
 - Anthony Spinella, \$1,868, Waxhaw, NC
 - Chris Dombrowski, \$1,868, Wesley Chapel, FL
 - Ricky Stinson, \$1,868, Henderson, KY
 - Trenton Stephens, \$1,868, Athens, GA

Event #58 • \$25K NLHE 6-Handed

- Prize pool: \$4,466,600 • Entries: 1,942
- Shannon Short, \$27,519, Birmingham, AL
 - James Reggs, \$27,519, Mayfield, NC
 - Eric Schneeberger, \$27,519, Alexandria, VA
 - Evan Wienn, \$27,519, Wesley Chapel, FL
 - Paul Weiner, \$24,079, Greenville, SC
 - Christopher Chambers, \$24,079, Canton, GA
 - Peter Bronstein, \$24,079, Miami Beach, FL
 - Frederico Dabus, \$24,079, Doral, FL
 - Alex Priendes, \$21,327, Miami
 - Virgil Beddingfield, \$21,327, Atlanta
 - Garrett Uhl, \$21,327, Atlanta
 - Jay Houston, \$21,327, Orlando, FL
 - Steven Wiggins, \$21,327, Douglas, GA
 - Ray Santoli, \$21,327, Panama City, FL
 - Michael Fryell, \$21,327, Manassas, VA
 - Adison Moraes, \$21,327, Pompano Beach, FL
 - Kenneth McGovern, \$21,327, Douglas, GA
 - Mark Wilds, \$21,327, Biloxi, MS
 - Scott Zakhaim, \$21,327, Ft. Lauderdale, FL
 - Steven Curtin, \$21,327, Charlotte, NC
 - Julian Rembert, \$21,327, Raleigh, NC
 - Frank Kassel, \$21,327, Rossville, TN
 - Court Hamilton, \$19,263, Mooresville, NC
 - Stan Sinder, \$19,263, Douglas, GA
 - Randy Burstein, \$19,263, Miami
 - Thomas Ueb, \$19,263, Hollywood, FL
 - Jesse James Herron, \$19,263, Alpharetta, GA
 - Stephen Ekin, \$19,263, Vero Beach, FL

* The final table features three Floridians who are guaranteed at least \$811K: John Dolan of Bonita Springs, Michael Mizrahi of Miramar and John Racener of Tampa.