

Exhibit C

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

Deliverance Poker, LLC,
Plaintiff,

v.

Tiltware, LLC and
Michael Mizrachi,
Defendants.

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Civil Action No. 10-CV-664-JRN

AFFIDAVIT OF CARLOS BENAVIDES III

Before me, the undersigned notary, on this day personally appeared CARLOS BENAVIDES III, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. "My name is CARLOS BENAVIDES III. I am over 18 years of age, of sound mind, competent, and 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, the Plaintiff in the above-styled cause of action.
3. I am the same Carlos Benavides III that signed the Deliverance contract with Defendant Mizrachi. A copy of this contract is attached hereto as Exhibit "A".
4. The Deliverance Poker, LLC that signed Exhibit A is the same Deliverance Poker, LLC that is Plaintiff in this suit.
5. Deliverance Poker, LLC entered into a written contract with Defendant Mizrachi on or about July 12, 2009. Exhibit "A".
6. This contract provided that Plaintiff would 1) pay Defendant Mizrachi \$150,000, 2) provide a membership interest of 1.75% in Plaintiff's corporation, and 3) advance expenses related to poker tournaments in which Defendant Mizrachi would participate. *Id.*, at ¶ 7.
7. Said contract further provided that Defendant Mizrachi would compete in tournaments, make personal appearances to promote Plaintiff's website, exclusively wear memorabilia promoting Plaintiff's website, and give interviews. *Id.*, at ¶ 3.
8. Defendant Mizrachi honored the Deliverance Contract until approximately July 2010.

During this time, he played in numerous tournaments on behalf of Plaintiff. During these tournaments, he wore hats and other items that prominently featured Plaintiff's name and logo.

9. Defendant Mizrachi subsequently began promoting Full Tilt Poker. This second contract essentially replaced Plaintiff as Defendant Mizrachi's official sponsor. This sponsorship of Full Tilt Poker constitutes a breach of ¶ 3 (c) of the contract between Plaintiff and Defendant Mizrachi. *Id.*, at ¶ 3 (c). This breach has resulted in damages to Plaintiff.
10. Full Tilt Poker is a direct competitor of Plaintiff's.
11. Plaintiff had a valid and enforceable contract with Defendant Mizrachi. There are no known factors that would make this contract invalid or non-enforceable.
12. Plaintiff is a proper party to sue for breach of the contract in this matter. The contract in question clearly establishes that it is entered into between "Deliverance Poker, LLC, a Texas limited liability company...and Michael Mizrachi". *Id.*, at p. 1.
13. Plaintiff complied with all the terms of the contract. More specifically, Plaintiff provided Defendant Mizrachi with a membership interest in Deliverance equal to one and three-quarters percent (1.75%) and One Hundred Fifty Thousand Dollars (\$150,000.00).
14. Defendant Mizrachi breached his contract with Plaintiff. More specifically, Defendant has breached the terms of his contract that require him to "Exclusively wear Site logoed shirts and caps during all Tournaments and Public Appearances (*Id.*, at ¶ 3 (c)). Evidence of this breach can be found in Exhibit "B".
15. Plaintiff will suffer imminent and irreparable injury if Defendant Mizrachi is not immediately restrained from promoting Plaintiff's competitor.
16. Plaintiff requires an injunction preventing Defendant Mizrachi from promoting Plaintiff's competitor so that Plaintiff may 1) receive the benefit of its bargain and 2) receive televised exposure via Defendant Mizrachi's advancement within the World Series of Poker tournament. Further, Plaintiff requires an injunction so that Plaintiff's competitor will no longer be promoted; this promotion is directly detrimental to Plaintiff's interests.
17. Plaintiff's injury will result from Defendant Mizrachi's promotion of Full Tilt Poker, a competing company in the same (or in a materially similar) industry. This injury is imminent insofar as Defendant Mizrachi has already begun publicly participating in tournaments in which he has sponsored Full Tilt Poker. This sponsorship is irreparable insofar as Plaintiff is not receiving the benefit of its bargain, to wit: the televised advertisement of Deliverance Poker by Defendant Mizrachi. Additionally and/or alternatively, it is irreparable because the benefit that is being accrued by Full Tilt

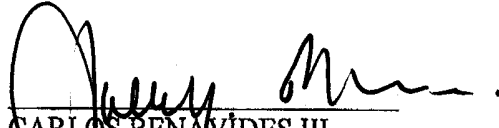
Poker to Plaintiff's detriment cannot be recouped by Plaintiff. Additionally and/or alternatively, the damages incurred as a result of Defendant Mizrachi's conduct cannot be accurately measured and/or the Plaintiff cannot be adequately compensated in damages for Defendant Mizrachi's conduct.

18. There is no adequate remedy at law if Defendant Mizrachi is not enjoined from continuing to promote a competing company in violation of his contractual obligations. In other words, Plaintiff cannot acquire additional advertisements from Defendant Mizrachi that will reach an international audience in the event that he is not enjoined from promoting a competing company. Further, Plaintiff cannot undo the harm inflicted by Defendant Mizrachi's advertisement of a competing company.
19. Plaintiff has expended substantial sums of money in an attempt to develop a viable business in reliance upon its contract with Defendant Mizrachi.
20. Due to the fact that Defendant Mizrachi is presently promoting a competitor, Plaintiff is incurring irreparable injury.
21. In the event that Plaintiff's request for a Temporary Restraining Order and/or Preliminary Injunction is denied, Plaintiff will incur substantial injury. This injury includes (but is not necessarily limited to) the ongoing promotion of a competitor, the inability of Plaintiff to receive the benefit of its bargain, and the inability of Plaintiff to receive international televised exposure. These damages will be limited if Plaintiff is granted a Temporary Restraining Order and/or Preliminary Injunction preventing Defendant Mizrachi from promoting Full Tilt Poker. The only foreseeable harm that will result in the event a Temporary Restraining Order and/or Preliminary Injunction is granted is that Defendant Mizrachi will be prevented from participating in conduct that perpetuates the breach of his contract with Plaintiff.
22. As a result, the harm that will accrue in the event that the Temporary Restraining Order and/or Preliminary Injunction is denied outweighs the harm that will result if they are granted.
23. Plaintiff knows of no discernible public interest in this matter. This is a private dispute between Plaintiff, (a private, non-publicly held company) and a private individual. As a result, the issuance of a preliminary injunction should not adversely affect any discernible public interest.
24. Plaintiff is willing to post a bond in the amount the court deems appropriate.
25. Plaintiff will suffer immediate and irreparable injury, loss, or damage if the order is not granted before Defendant can be heard, and notice would be impractical because the harm is already being suffered.
26. Additionally, notice is impractical because Defendant Mizrachi is leaving the country tomorrow, September 11, 2010 for an international poker tournament. It is Plaintiff's

belief and understanding that Defendant Mizrachi intends to continue breaching his contract with Plaintiff, thereby continuing to cause Plaintiff injury.

27. As a result, the failure to issue a Temporary Restraining Order preventing Defendant Mizrachi from promoting Full Tilt Poker will result in substantial and irreparable injury to Plaintiff.

28. Further, I affiant sayeth not."


CARLOS BENAVIDES III
Manager, Deliverance Poker LLC

STATE OF TEXAS

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COUNTY OF Texas

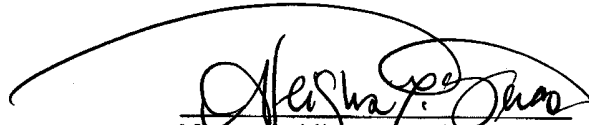
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BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CARLOS BENAVIDES III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the title and capacity and for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of

September, 2010.


Notary Public, State of Texas

