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Attorneys *pro hac vice* for Defendant, William Lee Childs, Jr.

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LYNNE MITCHNICK, :  
 : SUPERIOR COURT OF NEW JERSEY  
 : LAW DIVISION  
 Plaintiff, : HUDSON COUNTY  
 :  
 -against- : Docket No. HUD-L-4742-12  
 :  
 WILLIAM LEE CHILDS : Civil Action  
 :  
 Defendant. : **AFFIDAVIT OF WILLIAM LEE CHILDS,  
 : JR. IN SUPPORT OF DEFENDANT'S  
 : CROSS-MOTION FOR SUMMARY  
 : JUDGMENT AND IN OPPOSITION TO  
 : PLAINTIFF'S MOTION FOR  
 : SUMMARY JUDGMENT**

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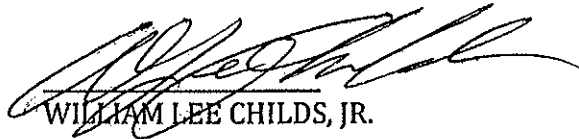
WILLIAM LEE CHILDS, JR., being duly sworn, deposes and says:

1. I am the Defendant in the above captioned lawsuit. As such, I am familiar with the facts and circumstances herein.
2. I presently reside in Charles Town, West Virginia. However, at all times relevant to this litigation, I was a resident of the Commonwealth of Virginia.
3. I am currently a professional tournament poker player and was a professional tournament poker player at all times relevant to this litigation.
4. In the summer of 2008, in Las Vegas, Nevada, Plaintiff and I began discussing the possibility of Plaintiff financing my tournament poker play. We continued discussing the idea by email, and eventually, also by email, began negotiating a written agreement (hereinafter

the "Backing Agreement"). I was located in Virginia when sending and receiving most of said emails.

5. On or about September 13, 2008, Plaintiff and I each signed the Backing Agreement, exchanging it via email. I was in Virginia when I signed the Backing Agreement.
6. I entered into the Backing Agreement because I believed it would eliminate the possibility that I would run out of funds with which to play poker. I also believed it would enable me to play more tournaments at higher buy in levels than I otherwise could afford.
7. The Backing Agreement was the first business contract that I ever signed.
8. I initially played only live poker tournaments pursuant to the Backing Agreement. During the term of the Backing Agreement, I traveled the live poker tournament "circuit." My live poker tournament play included World Series of Poker events, World Series of Poker Circuit events, World Poker Tour events and other unaffiliated events. These events were played in numerous states, including Nevada, New Jersey, Pennsylvania, Mississippi, Florida, Connecticut and West Virginia. When I was not traveling, I played online poker tournaments from my home in Virginia.
9. In August of 2009, Plaintiff and I agreed that she would finance my online poker tournaments as well. Between August 2009 and April 15, 2011, I played over 4,000 online poker tournaments, or thousands of hours of online poker, pursuant to the terms of the Backing Agreement. I played the vast majority of those tournaments from my home in Virginia.
10. I played more hours of poker with Plaintiff's funds in Virginia than in any other jurisdiction.

11. I played more total poker tournaments with Plaintiff's funds in Virginia than in any other jurisdiction.

  
WILLIAM LEE CHILDS, JR.

Subscribed and sworn to  
before me this 2  
day of November, 2013

  
NOTARY PUBLIC

