

**STEVEN ROBERT LEHR, P.C.**  
A Professional Corporation  
33 Clinton Road, Suite 100  
West Caldwell, New Jersey 07006  
(973) 575-8002  
Attorneys for Plaintiff

**LYNNE MITCHNICK,**  
  
Plaintiff,

vs.

**WILLIAM LEE CHILDS,**  
  
Defendant

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
HUDSON COUNTY**

**DOCKET NO: HUD-L-4742-12**

**Civil Action**

**SUMMONS**

From The State of New Jersey to:


William Lee Childs  
11617 Newbridge Court  
Reston, Virginia 20191-3501

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address for the Hudson County Law Division Clerk is Brennan Courthouse, 1<sup>st</sup> floor, 585 Newark Avenue, Jersey City, New Jersey, 07306; the address of each deputy clerk of the Superior Court is provided.) A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiffs' attorney whose name and address appear above, or to plaintiff, if no attorney is named

above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

  
\_\_\_\_\_  
JENNIFER M. PEREZ  
Clerk of the Superior Court

DATED: October 9, 2012

Name of Defendant to Be Served: William Lee Childs

Address of Defendant to Be Served: 11617 Newbridge Court  
Reston, Virginia 20191-3501

c/o Borgata Hotel Casino & Spa  
One Borgata Way  
Atlantic City, NJ 08401

**FILED**  
CUSTOMER SERVICE TEAM

OCT 03 2012

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION #5

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DOCKET NO:

2-4742-12

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Lynne Mitchnick, by way of Complaint against the Defendant, William Lee Childs, states:

**THE PARTIES**

1. Plaintiff, Lynne Mitchnick (hereinafter "Plaintiff") is an adult individual resident of the State of New Jersey, residing in the Township of North Bergen, County of Hudson, State of New Jersey.

2. Defendant, William Lee Childs (hereinafter "Defendant"), is, upon information and belief, an adult individual resident of the State of Virginia, residing at 11617 Newbridge Court, Reston, County of Fairfax, State of Virginia.

**VENUE AND JURISDICTION**

1. Venue is properly laid in this court pursuant to R. 4:3-2(a)(3), as the cause of action at issue in the above-entitled action arose from a contract between the parties which was entered into when the Plaintiff was a resident of the County of Hudson, State of New Jersey.

2. This Court has jurisdiction over the Defendant by virtue of the Defendant entering into the subject contract and performing under said contract within the State of New Jersey and thereby availing himself of the laws and jurisdiction of the Courts of the State of New Jersey.

**FIRST COUNT**

**(Breach of Contract)**

1. Plaintiff repeats and realleges all of the allegations contained hereinabove as if set forth herein at length.

2. Defendant is a professional poker player who has participated in numerous poker tournaments and other poker-related events both within and outside of the State of New Jersey during the period of time relevant to the within action.

3. In or about July 2008, Plaintiff and Defendant entered into a contract whereby Plaintiff agreed to provide financial backing to the Defendant so as to allow the Defendant to compete in poker tournaments in exchange for the Defendant's agreement to compensate Plaintiff and to comply with all of the terms and conditions of said agreement (hereinafter the "2008 Backing Agreement").

4. Defendant agreed to be bound by all of the terms and conditions of the 2008 Backing Agreement.

5. Plaintiff has fully performed under the terms of the 2008 Backing Agreement at all relevant times.

6. Defendant materially breached the terms and conditions of the 2008 Backing Agreement, which forced the Plaintiff to declare the Defendant in breach of the 2008 Backing Agreement and terminate the 2008 Backing Agreement on or about August 29, 2012.

7. Defendant owes Plaintiff the sum of FORTY-ONE THOUSAND FOUR HUNDRED SEVENTY and 00/100 DOLLARS (\$41,470.00) pursuant to the terms of the 2008 Backing Agreement, said sum being due and owing in its entirety as a result of the Defendant's breach of the 2008 Backing Agreement.

8. As a direct and proximate result of the Defendant's breach of contract, Plaintiff has been damaged.

WHEREFORE, Plaintiff, Lynne Mitchnick, demands judgment against Defendant, William Lee Childs, in the amount of FORTY-ONE THOUSAND FOUR HUNDRED SEVENTY and 00/100 DOLLARS (\$41,470.00), plus interest, costs of suit and legal fees for having to bring this action, and such further and other relief as the Court deems just and proper.

#### SECOND COUNT

#### (Unjust Enrichment)

1. Plaintiff repeats and realleges all of the allegations contained hereinabove as if set forth herein at length.

2. Defendant received funds from the Plaintiff pursuant to the terms of the 2008 Backing Agreement.

3. Defendant received the aforementioned funds from the Plaintiff with the expectation on the part of the Plaintiff that she would be repaid pursuant to the terms of the 2008 Backing Agreement.

4. By agreeing to accept the aforementioned funds from the Plaintiff under the conditions imposed by the 2008 Backing Agreement, and by using the aforementioned funds for his own personal benefit without making repayment to the Plaintiff, the Defendant has been unjustly enriched to the detriment of the Plaintiff.

5. As a direct and proximate result of the aforementioned unjust enrichment of the Defendant, the Plaintiff has been damaged.

WHEREFORE, Plaintiff, Lynne Mitchnick, demands judgment against Defendant, William Lee Childs, for all compensatory damages, plus interest, costs of suit and legal fees for having to bring this action, and such further and other relief as the Court deems just and proper.

**THIRD COUNT**

**(Conversion)**

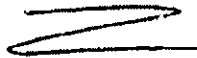
1. Plaintiff repeats and realleges all of the allegations contained hereinabove as if set forth herein at length.

2. By engaging in the aforementioned conduct, the Defendant has engaged in an unlawful conversion of property belonging to the Interested Parties, to the detriment of the Plaintiff and the other Interested Parties.

3. As a direct and proximate result of the aforementioned unlawful conversion by the Defendant, the Plaintiff has been damaged.

WHEREFORE, Plaintiff, Lynne Mitchnick, demands judgment against Defendant, William Lee Childs, for all compensatory and punitive damages, plus interest, costs of suit and legal fees for having to bring this action, and such further and other relief as the Court deems just and proper.

STEVEN ROBERT LEHR, P.C.  
Attorneys for the Plaintiff

By:   
Eric J. Szoke, Esq.  
For the Firm

Dated: October 2, 2012

**JURY DEMAND**

Plaintiff demands a trial by jury as to all issues.

STEVEN ROBERT LEHR, P.C.  
Attorneys for the Plaintiff

By:   
Eric J. Szoke, Esq.  
For the Firm

Dated: October 2, 2012

**DESIGNATION OF TRIAL COUNSEL**

Plaintiff hereby designates Eric J. Szoke, Esq. as her trial counsel in this matter pursuant to R. 4:25-4.

STEVEN ROBERT LEHR, P.C.  
Attorneys for the Plaintiff

By:   
Eric J. Szoke, Esq.  
For the Firm

Dated: October 2, 2012

**CERTIFICATION PURSUANT TO RULE 4:5-1(b)(3)**

I certify that confidential personal identifiers have been redacted from the documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

STEVEN ROBERT LEHR, P.C.  
Attorneys for the Plaintiff

By:   
Eric J. Szoke, Esq.  
For the Firm

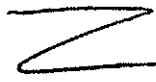
Dated: October 2, 2012

**CERTIFICATION PURSUANT TO RULE 4:5-1**

I certify that the matter in controversy in the above-entitled action is not the subject of any other action or arbitration proceeding, nor is any such action contemplated. Further, I am not aware of any person who should be joined into the above-entitled at this time.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

STEVEN ROBERT LEHR, P.C.  
Attorneys for the Plaintiff

By:   
Eric J. Szoke, Esq.  
For the Firm

Dated: October 2, 2012