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Attorneys for Rational FT Enterprises Limited

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

RATIONAL FT ENTERPRISES LIMITED,

Plaintiff,

v.

ERICK ALLEN LINDGREN,

Defendant.

Case No.

COMPLAINT

Plaintiff, Rational FT Enterprises Limited (a member of the Rational Group of Companies, d/b/a PokerStars) ("PokerStars") hereby submits this complaint against Erick Allen Lindgren ("Lindgren") and states as follows:

I. PARTIES

1. Plaintiff PokerStars is a corporation that is incorporated under the laws of, and registered in, the Isle of Man. PokerStars' principal place of business is located at Douglas Bay Complex, King Edward Road, Onchan, Isle of Man IM3 1DZ.

2. Defendant Lindgren is an individual with a principal residence located at 11857 Oakland Hills Dr., Las Vegas, NV 89141.

II. JURISDICTION

3. Jurisdiction and venue are proper in this Court pursuant to 28 U.S.C. § 1332 because PokerStars is a citizen of the Isle of Man and Lindgren is a citizen of Nevada. The amount in controversy, without interest, costs, or attorneys' fees, exceeds the jurisdictional threshold of \$75,000.00 established under 28 U.S.C. § 1332.

4. Venue is proper in this District because Lindgren resides in this jurisdiction.

III. FACTUAL BACKGROUND

5. Lindgren was a professional poker player that was associated with the Full Tilt Poker brand, which brand was operated by the Full Tilt Group (consisting of Filco Limited, Orinic Limited, Oxalic Limited, and Vantage Limited (collectively, "Full Tilt")).

6. Pursuant to an agreement between Lindgren and Full Tilt and in accordance with Full Tilt's capitalization table, Full Tilt Poker would submit distributions via direct deposit into Lindgren's bank account, which is attached hereto as **Exhibit A**. The distributions were compensation for Lindgren's services as a professional poker player pursuant to the agreement, under which Lindgren promoted the Full Tilt Poker brand.

7. On or about April 18, 2011, Full Tilt Poker erroneously deposited a \$2 million distribution into Lindgren's bank account.

8. This was a duplicate payment (i.e. a second \$2 million payment), because Full Tilt Poker had already deposited \$2 million into Lindgren's bank account approximately one week earlier.

9. Various officers of Full Tilt Poker corresponded to Lindgren requesting that Lindgren return the full amount of the erroneous deposit, which Lindgren failed to do.

10. Full Tilt Poker would also regularly make loan advances to their poker pros, so that they could continue playing in poker events and tournaments and, in connection therewith, promote the Full Tilt Poker brand.

1 11. Lindgren requested and received from Full Tilt Poker loan advances in the
2 aggregate principal amount of \$531,807, all of which (and all interest thereon) remain
3 outstanding.

4 12. Full Tilt Poker also requested the repayment of the principal of, and payment of
5 the interest on, the loan advances, but Lindgren has persisted to wrongfully retain the total such
6 loan advances and the erroneous deposit, which is a total amount of \$2,531,807.

7 13. On or around July 30, 2012, Full Tilt Poker, the original creditor, assigned its
8 entire right, title, and interest in its claim to PokerStars, as part of and pursuant to an asset
9 forfeiture agreement with the U.S. Department of Justice.

10 14. Subsequently, PokerStars renewed collection efforts against Lindgren and
11 demanded repayment of the loan advance.

12 15. For example, on September 21, 2012, PokerStars' attorney sent a letter and email
13 to Lindgren demanding repayment of the loan advance, however, those collection efforts were
14 suspended in light of the subsequent bankruptcy proceeding filed by Lindgren. Attached hereto
15 as **Exhibit B**.

16 16. Indeed, Lindgren does not dispute the validity of the debt because Lindgren listed
17 Full Tilt Poker in his original bankruptcy schedules as a creditor that was owed \$2.4 million as a
18 "personal loan." Attached hereto as **Exhibit C**.

19 17. PokerStars also filed a proof of claim in the amount of \$2,531,807 in Mr.
20 Lindgren's bankruptcy. Attached hereto as **Exhibit D**.

21 18. That debt remains outstanding because the bankruptcy court took no action with
22 respect to PokerStars' claim and it was not discharged in the bankruptcy proceeding.

23 19. Because the bankruptcy proceeding was concluded, PokerStars is free to renew its
24 collection activities and has sent, by its counsel, demand letters to the attorneys of record in the
25 bankruptcy case. Attached hereto as **Exhibit E**.

20. To date, PokerStars and its counsel have not received any response to the request for payment, which caused PokerStars to file this complaint in an effort to preserve its legal rights.

21. As a result of the duplicate overpayment and outstanding loans described above, Lindgren received and wrongfully retained a total of \$2,531,807.

22. Therefore, PokerStars hereby requests that this Court order Lindgren to immediately submit payment in the amount of \$2,531,807.

COUNT ONE

(Breach of Quasi- Contract)

23. Plaintiff repeats and realleges the preceding Paragraphs as if fully set forth herein.

24. PokerStars has conferred a benefit on Lindgren- namely, PokerStars gave to Lindgren an overpayment of \$2,000,000, and a loan advance in the principal amount of \$531,807.

25. Lindgren has appreciated that benefit because he has received the substantial enrichment from PokerStars and knowingly kept the funds.

26. Lindgren has accepted and retained the benefit because he has kept the funds and ignored all attempts by PokerStars that requested payment of the funds.

27. Under the circumstances, it would be inequitable for Lindgren to retain the funds without payment of the full value thereof.

28. Consequently, PokerStars requests that the Court should order Lindgren to return a total of \$2,531,807 to PokerStars.

COUNT TWO

(Unjust Enrichment)

29. Plaintiff repeats and re-alleges the preceding Paragraphs as if fully set forth herein.

30. PokerStars has conferred a benefit on Lindgren- namely, PokerStars gave to Lindgren an overpayment of \$2,000,000, and, a loan advance in the principal amount of \$531,807.

31. Lindgren has appreciated that benefit because he has received the substantial enrichment from PokerStars and knowingly kept the funds.

32. Lindgren has accepted and retained the benefit because he has kept the funds and ignored all attempts by PokerStars that requested payment of the funds.

33. Under the circumstances, it would be inequitable for Lindgren to retain the funds and the principles of equity and good conscience warrant that Lindgren should be required to pay to PokerStars the full amount that Lindgren was unjustly enriched- \$2,531,807.

34. Therefore, PokerStars requests that the Court should order Lindgren to return a total of \$2,531,807 to PokerStars.

COUNT THREE

(Conversion)

35. Plaintiff repeats and realleges the preceding Paragraphs as if fully set forth herein.

36. Lindgren has wrongfully exerted and performed distinct acts of dominion over PokerStars' personal property because Lindgren has wrongfully retained the funds and refused all requests for repayment.

37. Lindgren's actions are inconsistent with his rights therein because the funds are rightfully the personal property of PokerStars.

38. Lindgren's continued possession of the funds is in defiance of PokerStars' rights in the funds.

39. Therefore, PokerStars requests that the Court should order Lindgren to return a total of \$2,531,807 to PokerStars.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff PokerStars requests the Court enter judgment and prays for the following relief:

A. Require Defendant Lindgren to fully refund the erroneous overpayment in the amount of \$2,000,000;

- 1 B. Require Defendant Lindgren to fully repay the loan advances in the amount of
2 \$531,807;
3 C. Awarding compensatory and consequential damages, attorney's fees, interests and
4 costs associated with bringing this suit.
5

6 DATED: January 30, 2015
7

8 SNELL & WILMER L.L.P.

9 By: 

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22 *Attorneys for Rational FT Enterprises Limited*
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Snell & Wilmer

LLP
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EXHIBIT A

EXHIBIT A

Tiltware, LLC
Ownership Table
Mar '11 (ie Mar '11 distribution paid on 1.4.11)

Member	Class	12/31/2005 PROFIT DISTRIBUTION UNITS	Additional .375 point Wolf	1 point Gordon	.5 point each Ray / Howard	Additional .125 point Wolf	Additional .25 point Ray	Additional .5 point Howard	.1 point Dean	On 12.10 Chris F bought .2 from Perry and .3 from Phil Gordon Add .5 point Chris Deduct .2 point Perry Deduct .3 point Phil G	12/31/2006 PROFIT DISTRIBUTION UNITS
	A	47,942.5189997751									47,942.5189997751
	B	20,000.0000000000	#####			#####					25,063.2739058634
	A	194,090.3162534120			#####				5,190.3684107861		204,420.8545681930
	A	38,362.8960890665									38,362.8960890665
	A	12,321.0077698190									12,321.0077698190
	A	10,000.0000000000									10,000.0000000000
Erick Lindgren	A	30,000.0000000000									30,000.0000000000
	A	90,422.7777777778									90,422.7777777778
	A	2,500.0000000000									2,500.0000000000
	A	10,000.0000000000									10,000.0000000000
	A	84,822.4985526532						#####			89,807.7198463982
	A	5,000.0000000000									5,000.0000000000
	A	90,422.7777777778									90,422.7777777778
	A	7,500.0000000000									7,500.0000000000
	A	22,142.0155396381									22,142.0155396381
	A	10,000.0000000000									10,000.0000000000
	A	56,416.6103172295								(2,076.1465643064)	54,340.4637529231
	A	27,357.9628112601		#####						(3,114.2198464596)	34,420.8873347512
	A	97,687.7319643476									97,687.7319643476
	A	27,357.9628112601									27,357.9628112601
	A	73,139.3109042727			#####		#####				80,858.9304019264
	A	19,713.6124317105									19,713.6124317105
	A	10,000.0000000000									10,000.0000000000
SUB TOTAL		987,000.0000000000	#####	#####	#####	#####	#####	#####	-		1,020,285.2309712300
											1,020,285.2309712300
	(10/4/04, 4 yr vest - TERM Dec 2006)	1,406.2500000000									1,406.2500000000
	(12/1/05, 4 yr vest)	500.0000000000									500.0000000000
	(10/6/03, 2 yr vest)	2,500.0000000000									2,500.0000000000
	vest) (2500 units	350.0000000000									350.0000000000
	9/30/03, 2 yr vest; 2500 units 9/1/04, 2 yr vest, 1000 vest)	5,000.0000000000						#####			6,029.0234042073
	vest)	500.0000000000									500.0000000000
	vest)	400.0000000000									400.0000000000
	(12/4/03, 5 yr vest)	2,500.0000000000									2,500.0000000000
	(9/1/05, 3 yr vest - TERM Oct 2006)	902.7777777778									902.7777777778
	(1/19/05, 4 yr vest - TERM 8/29/05)	-									-
	100 units 12/31/04, 1 yr vest)	200.0000000000									200.0000000000
	(7/13/04, 2 yr vest)	2,500.0000000000									2,500.0000000000
Phantom Interests Granted to Employees	N/A	18,759.0277777778							#####		17,798.0511819851
GRAND TOTAL		1,003,759.0277777800	#####	#####	#####	#####	#####	#####	#####		1,038,073.2821532100

PROFIT DISTRIBUTION PERCENT	Payout Amount \$ 8,775,753.42	Mar '11 NOTES (distribution done 1.4.11)	
4.61841%	\$ 451,484.74		Yves - Non US
2.41440%	\$ 236,026.10	new bank details with Wells Fargo from payout 1.2.11	Yves - US
19.89231%	\$ 1,925,072.10	only send 600k to Chris, send balance to BOI	Yves - Non US and US
3.68559%	\$ 361,271.42	.75% to Taylor at new bank dets, deduct \$467.61 from David ref IMG health ins	Yves - US
1.18691%	\$ 116,029.51		Yves - Non US
0.96332%	\$ 94,172.09	2 accounts	Yves - Non US
2.88897%	\$ 282,516.28	Part of Erick's distribution to go to Chris from 14.4.09	Yves - Non US
8.71064%	\$ 851,530.23	new bank details with Chase from 1.4.11	Yves - Non US
0.24083%	\$ 23,543.02		Yves - US
0.96332%	\$ 94,172.09		Yves - Non US
8.85139%	\$ 845,738.10	1% Wells, Balance to Wells.	Yves - US
0.48166%	\$ 47,086.05		Yves - US
8.71064%	\$ 851,530.23	new bank details with Pictet from payout 1.3.11	Yves - Non US
0.72249%	\$ 70,629.07		Yves - US
2.13299%	\$ 208,516.00	Until further notice please split 50:50 instead of 60/40 (pre	Yves - US
0.96332%	\$ 94,172.09		Yves - US
5.23474%	\$ 511,735.52		Yves - US
3.31584%	\$ 324,148.70		Yves - Non US
9.41048%	\$ 919,945.82	new bank details with solo a/c from payout 2.11.10	Yves - US
2.63546%	\$ 257,635.66	USD until further notice	Yves - Non US
7.78933%	\$ 761,465.48	deduct \$110k ref RCR investment 1.4.11	Yves - Non US
1.89906%	\$ 185,847.22	EUR - €131,039.46 on 1.4.11	NIB
0.96332%	\$ 94,172.09	FTP a/c - email Steve	
98.28644%			
0.13547%	\$ 13,242.95	Additional amt on employee tab	
0.04817%	\$ 4,708.60	DO NOT PAY	
0.24083%	\$ 23,543.02	US Bank details to be provided	
0.03372%	\$ 3,296.02		Yves - US
0.58079%	\$ 56,778.58	First \$10K to US Bank, rest to First Federal Bank	Yves - US
0.04817%	\$ 4,708.60		Yves - US
0.03853%	\$ 3,766.88	Additional amt on employee tab	
0.24083%	\$ 23,543.02		Yves - US
0.08697%	\$ 8,501.65	New USD a/c from April 1st 08 dist	Yves - Non US
0.00000%	\$ -		
0.01927%	\$ 1,883.44	Email Trini	
0.24083%	\$ 23,543.02		Yves - US
1.71358%			
100.00000%	\$ 9,775,753.42		

Additional

Ray	1.5%	150,000.00
Howard	1.0%	100,000.00

EXHIBIT B

EXHIBIT B

RATIONAL FT ENTERPRISES LIMITED
Douglas Bay Complex
King Edward Road
Onchan, IM3 1DZ
Isle of Man

20 September 2012

Mr. Erick Lindgren
4770 Dream Catcher
Las Vegas, Nevada, 89129
United States

By mail and email (edogpoker@msn.com)

Re: Assignment of Debt Owed to the Full Tilt Group

Dear Sir,

We are writing to you in connection with the above mentioned matter, as follows:

1. Pursuant to: (i) a Stipulation and Order of Settlement regarding Full Tilt Poker and a Stipulation and Order of Settlement regarding PokerStars, which were both entered on July 31, 2012 by the U.S. District Court for the Southern District of New York; and (ii) an Agreement for the Transfer of Assets dated July 30, 2012, made between the Full Tilt Group and Rational FT Enterprises Limited ("RFTEL"; a member of the Rational Group of Companies, d/b/a PokerStars), the Full Tilt Group has assigned to RFTEL its entire right, title and interest to the outstanding debt owed by you to the Full Tilt Group.

In this regard, we are enclosing with this letter, the Notice of Assignment which was signed by the relevant entities of the Full Tilt Group.

2. Accordingly, we hereby request that your debt in the aggregate amount of US\$ 2,531,807.34 (the "Outstanding Debt") will be paid to the following bank account of RFTEL within 21 (twenty one) days:

<i>Pay to</i>	Fairbairn Private Bank (IOM) Limited St Mary's Court 20 Hill Street Douglas Isle of Man IM1 1EU
<i>SWIFT code</i>	RFLCIMDX
<i>Account name</i>	Rational FT Enterprises Ltd
<i>Account number</i>	██████████

3. You are hereby further requested to advise us in writing once the payment has been made and to provide us with the wire transfer details.
4. If you have any questions regarding the contents of this letter, please do not hesitate to contact me by email (paul_telford@pokerstars.com).

5. Should you fail to pay the Outstanding Debt, RFTEL will have no hesitation in taking all necessary legal actions in order to enforce its rights, including by commencing legal proceedings.

Sincerely,

Paul Telford, General Counsel

The Rational Group of Companies

A handwritten signature in black ink, appearing to read "Paul Telford", with a large, stylized flourish extending from the end of the name.

Notice of Assignment

To: Erick Lindgren, Player ID Erick Lindgren
702-419-9088; edogpoker@msn.com

Dear Sir / Madam,

This is a notice of assignment issued under a deed of assignment between **Filco Limited, Orinic Limited, Oxalic Limited and Vantage Limited** (together, "**Assignor**") and **Rational FT Enterprises Limited** ("**Assignee**") dated on or around the date hereof ("**Deed of Assignment**").

1. The Assignor hereby notifies you that, with effect from the date of the Deed of Assignment, the Assignor has assigned to the Assignee its entire right, title and interest to the outstanding debt owed by you to the Assignor as of such date, together with all interest due and to become due thereunder (the "**Debt**"); and that all such amounts should be paid to the Assignee.
2. All future correspondence, dealings, deliveries and payments in respect of the Debt should be made to the Assignee whose details are as follows:

Rational FT Enterprises Limited
33-37 Athol St.
Douglas
Isle of Man IM1 1LB

3. This notice is governed by the laws of England and Wales, is irrevocable and may not be amended, terminated or withdrawn without the prior written consent of the Assignee.

Dated August 9, 2012.

For and on behalf of **Filco Limited** by its
Authorised Representative:

By: 
Name: Raymond Bitar
Title: Director

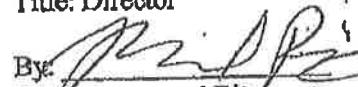
For and on behalf of **Orinic Limited** by
its Authorised Representative:

By: 
Name: Raymond Bitar
Title: Director

For and on behalf of **Oxalic Limited** by
its Authorised Representative:

By: 
Name: Raymond Bitar
Title: Director

For and on behalf of **Vantage Limited**
by its Authorised Representative:

By: 
Name: Raymond Bitar
Title: Director



Tuvia Erlich
Meir Linzen
Alan Sacks
Yasov Brandl
Ehud Sol
Janet Levy Pahlma
Eldar Ben-Ruby
Amir Seraya
Yael (Neeman) Bar-Shai
Yaacov Sharvit
Alon Sahar
Eliot Sacks
Baruch Katzman
David Zailer
Mark Phillips
Adam Eytan
Orly Gerbi
Moshe Hardi
Gilad Wekelman
Yossi Ashkenazi
Gili White
Anthony Leibler
Eldad Chamam
Ilanit Landesman Yogev
Limor Hodir
Ory Nechl
Maya Racine Netzer
Esther Sternbach
Roni Libster
Karen L. Elburg
Hanan Haviv
Liat Shaked-Katz
Ruth Dagan
Asher Dovev
Haim Gueta
Odella Offer
Sharon Petel
Moria Tam-Harshoshanin
Guy Katz
Daniel Reisner
Nurit Dagan

Yaniv Dinovitch
Nir Raber
Boaz Mizrahi
Harriet Finn
Jay K. Kupletzky
Alon Ziv
Offir Segev
Ran Hal
Ronen Reingold
Haye Ehrman
Tal Dror Schwimmer
Shai Kagan
Chagal Vered
Gilad Majerowicz
Yuval Navot
Irit Roth
Boaz Golan
Michal Caspi
Shira Margalit-Elbez
Efri Berkovich
Yehoshua Gurtler
Shachar Porat
Amir Peres
Yair Geva
Nir Dash
Itzhak Shragey
Noel Wilkof
Jeffrey Berk
Tal Even-Zahav
Nahshon Axelrad
Ruth Bergwerk
Eran Lempert
Ron Ben-Menachem
Yuval Meider
Tamara Tapochi Waldman
Aviram Hazak
Aya Ben David Ashbel
Efrit Ben-Eliazer
Hanna Bilavsky
Efrit Ziv
Sagit Avital-Aaaf

Robert Wiseman
Moran Yamini
Sasor Pauker
Michael Gutelzon
Yahev Drori
Orli Hipscher
Dan Sherol
Vladi Borodovsky
Itai Sarfaty
Elad Shaul
Moshe Yaacov
Gal Schwartz
Ran Kedem
Ra'anan Sagl
Na'ama Babilsh
Revital Katz
Eren Wagner
Orli Strauss
Nachi Kuritzki
Dana Gal-Altbauer
Ronen Hausirer
Michael Heberfeld
Hen Tirosch
Recheli Pry-Reichman
Gilad Neeman
Ifat Pagla-Gelman
Ayelet Regavim-Kahanov
Efrit Raveh Bashan
Ariel Yosefi
Asaf Nahum
Daniel Lipman Lowbeer
Tal Hamdi
Carmel Keenan
Ronit Bernstein
Yael Chervinsky Edan
Gilad Shay
Roi Hayun
Irma Tschernle Shepper
Simcha Koevery
Coby Solomon
Maayan Hammer-Tzeelon

Chen Luzzatto
Tseela Yurkevich
Limor Lerner Shechler
Adina Shapiro
Lev Zilgmen
Noa Landau Bar-Ner
Uriel Mozes
Tsouriel Picard
Amir Shmueli
Tamar Fefer-Solomon
Elad Wieder
Ilana Berman-Nir
Tamar Bachar
Hila Leibovitz
Nir Gal
Keren Roffe
Tzvi-David Bernstein
Adar Ortal
Ohad Elkassassy
Efrit Tzur
Dana Kashi
Nir Miller
Assaf Naveh
Shuld Chen
Dikla Naessl
Chen Dekel-Zilber
Yotam Blaushild
Chen Moyal
Eyal Shalilel
Gili Mantlband
Yael Zelnik
Michal Pereg
Shahar Levi
Erez Nahum
Yana Slotsnik
Tomer Farkash
Maor Roth
Maya Hausfater
Zara Gold
Sahar Regev
Niva Dimor

Lior Bechar
Einav Hodor
Omer Yaniv
Nadav Yariv
Jenia Melkhior
Shir Sudak
Shay Macover
Karin Fried
Tal Avigdory
Yehonatan Ohayon
Shani Schlemm
Lital Wolfvitz
Inbal Konforty Elden
Mor Atlas
Raul Akcelay
Noy Dor
Menachem Danishefsky
Michal Weisbert
Gabriel Jacobson
Liraz Cohen
Aviv Parienty
Hilla Sachs
Keren Horowitz
Rafael Herbst
Zvika Friedman
Hadas Weissler
Sarit Shaliboim
Netanel Haim
Yael Hauser
Yaron Avni
Itamar Gur
Yehuda Hommfor
Doron Hindin
Ami Laufer
Rolem Shay
Tomer Marsha
Samantha Modell Orkin

22 October 2012

File No: 32372

Mr. Erick Lindgren
4770 Dream Catcher
Las Vegas,
Nevada, 89129
United States

By mail and email (edogpoker@msn.com)

Re: Outstanding Debt to the Rational Group

Dear Sir,

Our client, Rational FT Enterprises Limited ("RFTTEL"; a member of the Rational Group of Companies, d/b/a PokerStars), has instructed us to write to you in connection with the abovementioned matter, as follows:

1. On September 21, 2012, RFTTEL contacted you by post and email, regarding an outstanding debt owed by you to the Full Tilt Group which was recently assigned to RFTTEL (the "RFTTEL Letter").
2. To date, RFTTEL has not received any form of response from you, or on your behalf. You have further failed to pay the Outstanding Debt (as this term was defined in the RFTTEL Letter) no later than the 21 (twenty-one) day period as required in the RFTTEL Letter.
3. Accordingly, we are again writing to you with respect to this matter in order to demand that the Outstanding Debt will be paid within and no later than 7 (seven) days from the date

2


hereof, to the bank account of RFTEL, in accordance with the details set out in the RFTEL Letter.

4. Should the Outstanding Debt not be paid within 7 (seven) days as aforesaid, our clients will not hesitate to take legal action (including commencing litigation proceedings) in order to enforce their lawful rights.

Nothing stated in or omitted from this letter will derogate in any manner or respect from any of our client's rights, which are hereby reserved in full.

Sincerely,

Itzhak Shragay


Herzog Fox & Neeman

Cc: The Rational Group

EXHIBIT C

EXHIBIT C

B6E (Official Form 6E) (04/10) - Cont.

In re Erick Allan Lindgren,
DebtorCase No. _____
(If known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

(Continuation Sheet) Sec. 507(a)(8)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
ACCOUNT NO. Debtor's SS Internal Revenue Service Centralized Insolvency Operation P. O. Box 7346 Philadelphia, PA 19101-7346		Incurred: 2003-2010 Consideration: Tax Debt				3,800,708.80	1,539,244.30	2,261,464.50
ACCOUNT NO.								
ACCOUNT NO.								
ACCOUNT NO.								
Subtotal						\$3,800,708.80	\$1,539,244.30	\$2,261,464.50
(Totals of this page)						\$3,800,708.80		
(Use only on last page of the completed Schedule E.) Report also on the Summary of Schedules)								
Totals						\$	\$1,539,244.30	\$2,261,464.50
(Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)								

Sheet no. 1 of 1 continuation sheets attached to Schedule of
Creditors Holding Priority ClaimsSubtotal
(Totals of this page)(Use only on last page of the completed
Schedule E.) Report also on the Summary
of Schedules)(Use only on last page of the completed
Schedule E. If applicable, report also on
the Statistical Summary of Certain
Liabilities and Related Data.)

B6F (Official Form 6F) (12/07)

In re Erick Allan Lindgren,

Debtor

Case No. _____

(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 2849 Ally Financial P.O. Box 951 Horsham, PA 19044		Incurred: 2010-2011 Consideration: Credit Card Debt (Unsecured)				411.55
ACCOUNT NO. N/A Andy Bloch 64 Promontory Ridge Las Vegas, NV 89135		Incurred: 2007-2011 Consideration: Professional Gambling Debt				200,000.00
ACCOUNT NO. N/A Bill Edler <unknown address> Debtor's counsel will notify by phone		Incurred: 2010-2012 Consideration: Professional Gambling Debt				90,000.00
ACCOUNT NO. N/A Cary Katz carykatz@msn.com		Incurred: 2010-2012 Consideration: Personal Loan preferred email notification				25,000.00
Subtotal >						\$ 315,411.55
Total >						\$

5 continuation sheets attached

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the Statistical
Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Erick Allan Lindgren,

Debtor

Case No. _____

(If known)

SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBETOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. N/A Daniel Vogel <unknown address> Debtor's counsel will notify by phone			Incurred: 2011-2012 Consideration: Professional Gambling Debt				5,000.00
ACCOUNT NO. N/A Eric Stevens <unknown address> Debtor's counsel will notify by phone			Incurred: 2011-2012 Consideration: Professional Gambling Debt				206,000.00
ACCOUNT NO. N/A Full Tilt Poker c/o Ifrah Law, PLLC 1717 Pennsylvania Ave, N.W., Suite 650 Washington, DC 20006			Incurred: 2004-2010 Consideration: Personal Loan				2,400,000.00
ACCOUNT NO. N/A Haralabos Voulgaris 7508 Devista Drive Los Angeles, CA 90046			Incurred: 2007-2011 Consideration: Personal Loan				500,000.00
ACCOUNT NO. N/A Iyla Trinchier <unknown address> Debtor's counsel will notify by phone			Incurred: 2010-2012 Consideration: Professional Gambling Debt				80,000.00
Subtotal >							\$ 3,191,000.00
Total >							\$

Sheet no. 1 of 5 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Erick Allan Lindgren,
DebtorCase No. _____
(If known)**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. N/A Jared Jaffe 130 Hicks St. Apt. B Brooklyn, NY 11201			Incurred: 2011-2012 Consideration: Professional Gambling Debt				10,000.00
ACCOUNT NO. N/A Jason Mercier <unknown address> Debtor's counsel will notify by phone			Incurred: 2010-2012 Consideration: Professional Gambling Debt				45,000.00
ACCOUNT NO. N/A Joey Michael 115 Sandra Nurada Way, Apt 404 Austin, TX 78703			Incurred: 2011-2012 Consideration: Professional Gambling Debt				15,000.00
ACCOUNT NO. N/A John D'Agostino 6 Villanova Court Egg Harbor Township, NJ 08234			Incurred: 2010-2012 Consideration: Professional Gambling Debt				20,000.00
ACCOUNT NO. N/A John Juanda <unknown address> Debtor's counsel will notify by phone			Incurred: 2010-2012 Consideration: Professional Gambling Debt				90,000.00
Subtotal >							\$ 180,000.00
Total >							\$

Sheet no. 2 of 5 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Erick Allan Lindgren,
DebtorCase No. _____
(If known)**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBATOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. N/A Kirlin Associates 2810 Southampton Rd. Philadelphia, PA 19154-1207		Incurred: Notice Only Consideration: Notice Only collection agent for Ally Financial				Notice Only
ACCOUNT NO. N/A Kyle Johnson 103335 112st, #515 Edmonton, Alberta 25k1m7		Incurred: 2011-2012 Consideration: Professional Gambling Debt				44,000.00
ACCOUNT NO. N/A Kyle Ridgerunner <unknown address> Debtor's counsel will notify by phone		Incurred: 2011-2012 Consideration: Professional Gambling Debt				2,000.00
ACCOUNT NO. N/A Matt Woodward <unknown address> Debtor's counsel will notify by phone		Incurred: 2011-2012 Consideration: Professional Gambling Debt				20,000.00
ACCOUNT NO. N/A Max Weinberg 1637 Braeside Lane Northbrook, IL 60062		Incurred: 2010-2011 Consideration: Professional Gambling Debt				11,000.00
Subtotal >						\$ 77,000.00
Total >						\$

Sheet no. 3 of 5 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Erick Allan Lindgren,
DebtorCase No. _____
(If known)**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. N/A Moe Las Vegas, NV Debtor's counsel will notify by phone		Incurred: 2011-2012 Consideration: Professional Gambling Debt				10,000.00
ACCOUNT NO. N/A Nathan Doudney <unknown address> Debtor's counsel will notify by phone		Incurred: 2011-2012 Consideration: Professional Gambling Debt				10,000.00
ACCOUNT NO. 1296 OCWEN Loan Servicing 12650 Ingenuity Dr. Orlando, FL 32826		Incurred: 09/2011 Consideration: Deficiency on Foreclosure				331,444.00
ACCOUNT NO. N/A Russell Rosenblum c/o Rob Roper 10408 Mount Dora St. New Port Richey, FL 34655		Incurred: 2007-2011 Consideration: Personal Loan				600,000.00
ACCOUNT NO. N/A Snaps <Address unknown> Debtor's counsel will notify by phone		Incurred: 2011-2012 Consideration: Notice Only				65,000.00
Subtotal >						\$ 1,016,444.00
Total >						\$

Sheet no. 4 of 5 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

B6F (Official Form 6F) (12/07) - Cont.

In re Erick Allan Lindgren,
DebtorCase No. _____
(If known)**SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See Instructions above.)	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF,	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 6087 United States District Court Southern District of New York 500 Pearl Street New York, New York 10007		Incurred: Notice Only Consideration: Notice only Lawson v. Full Tilt Poker, 11 CIV 6087				Notice Only
ACCOUNT NO. N/A Wolf Popper, LLP 845 Third Ave., 12th Fl. New York, NY 10022		Incurred: Notice Only Consideration: Notice only Lawson v. Full Tilt Poker, Ltd.				Notice Only
ACCOUNT NO.						
ACCOUNT NO.						
ACCOUNT NO.						
Subtotal						\$ 0.00
Total						\$ 4,779,855.55

Sheet no. 5 of 5 continuation sheets attached
to Schedule of Creditors Holding Unsecured
Nonpriority Claims(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable, on the
Statistical Summary of Certain Liabilities and Related Data.)

EXHIBIT D

EXHIBIT D

B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT		Southern District of California	<input type="checkbox"/>	PROOF OF CLAIM	
Name of Debtor: Erick Allan Lindgren		Case Number: 12-08239-MM7		RECEIVED JUL - 8 2013	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.					
Name of Creditor (the person or other entity to whom the debtor owes money or property): Rational FT Enterprises Limited				CLERK, U.S. BANKRUPTCY COURT SOUTHERN DISTRICT OF CALIFORNIA BY RP COURT USE ONLY DEPUTY	
Aryeh E. Stein, Esquire Meridian Law, LLC 600 Reisterstown Road, Suite 700 Baltimore, MD 21208 Telephone number: 443-326-6011 email: astein@meridianlawfirm.com				<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____				<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
1. Amount of Claim as of Date Case Filed: <u>\$ 2,531,807.34</u>					
If all or part of the claim is secured, complete item 4.					
If all or part of the claim is entitled to priority, complete item 5.					
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.					
2. Basis for Claim: <u>Misappropriation by Debtor of funds belonging to creditor /loan advances</u> (See instruction #2)					
3. Last four digits of any number by which creditor identifies debtor:		3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.				Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____				Basis for perfection: _____	
Value of Property: \$ _____				Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)				Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.					
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). Amount entitled to priority: \$ _____	
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). \$ _____	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.					
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)					

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

B10 (Official Form 10) (04/13)

DEFINITIONS		INFORMATION
<p>Debtor A debtor is the person, corporation, or other entity that has filed a bankruptcy case.</p> <p>Creditor A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).</p> <p>Claim A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.</p> <p>Proof of Claim A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.</p> <p>Secured Claim Under 11 U.S.C. § 506 (a) A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.</p>	<p>A claim also may be secured if the creditor owes the debtor money (has a right to setoff).</p> <p>Unsecured Claim An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.</p> <p>Claim Entitled to Priority Under 11 U.S.C. § 507 (a) Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.</p> <p>Redacted A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.</p> <p>Evidence of Perfection Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.</p>	<p>Acknowledgment of Filing of Claim To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.</p> <p>Offers to Purchase a Claim Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 <i>et seq.</i>), and any applicable orders of the bankruptcy court.</p>

**ATTACHMENT IN SUPPORT OF
PROOF OF CLAIM OF RATIONAL FT ENTERPRISES, LTD**

Prior to the bankruptcy filing, the Debtor was associated with Full Tilt Poker/Full Tilt Group and incurred a debt (the "Debt") by virtue of the Debtor retaining funds in the amount of \$2,000,000.00 that did not belong to the Debtor. The Debtor also incurred a debt in the amount of \$531,807 by virtue of loan advances made to the Debtor that were not repaid.

On or about July 30, 2012, Full Tilt Poker/Full Tilt Group assigned its entire right, title and interest to the Debt to Rational FT Enterprises, LTD.

EXHIBIT E

EXHIBIT E



IfrahLaw

Hands-on Counsel, Gloves-off Litigation

ifrahlaw.com

(202) 524-4140

1717 Pennsylvania Ave, N.W., Suite 650, Washington, D.C. 20006

December 22, 2014

VIA EMAIL AND FEDERAL EXPRESS

Daniel Lickel
Law Offices of Daniel Lickel
1102 Cesar E. Chavez Pkwy
San Diego, CA 92113
858-952-1033
619-546-0792 (fax)
Email: danlickel@hotmail.com

Re: Demand for Immediate Payment and Notice of Potential Legal Action

Dear Mr. Lickel, Esq.:

Please be advised that we are counsel for Rational FT Enterprises Limited (a member of the Rational Group of Companies, d/b/a PokerStars) ("PokerStars") and am writing to you as the counsel of record for Mr. Erick Allen Lindgren ("Lindgren"). We have been informed of Lindgren's non-payment of monies owed to PokerStars and hereby demand prompt payment of the \$2,531,807 owed to PokerStars by Lindgren.

As you may know, Lindgren owes \$2,531,807 because of a \$2 million duplicated bank payment that was erroneously sent to Lindgren's account and then wrongfully retained by Lindgren, and, \$531,807 in loan advances to Lindgren that were not repaid. It is worthwhile to note that Lindgren does not dispute the validity of the debt because Lindgren included Full Tilt Poker (the original creditor, which later assigned its rights to PokerStars on or around July 30, 2012) in his original bankruptcy schedules as a creditor that was owed \$2.4 million as a "personal loan." PokerStars also filed a proof of claim in the amount of \$2,531,807 in Mr. Lindgren's bankruptcy. That debt remains outstanding because the bankruptcy court took no action with respect to PokerStars claim and it was not discharged in the bankruptcy proceeding. Therefore, PokerStars hereby requests that Lindgren immediately submit payment in the amount of \$2,531,807.

Prior to Lindgren's filing for bankruptcy, PokerStars had demanded repayment of the debt. For example, on September 21, 2012, PokerStars' attorney sent a letter and email to Lindgren demanding repayment, however, those collection activities were suspended in light of the bankruptcy proceeding. Because the bankruptcy proceeding is now concluded, PokerStars is free to renew its collection activities and is therefore initiating collection efforts by sending this demand letter. Additionally, this demand letter is also to inform you that, should Lindgren fail to promptly submit payment to PokerStars, PokerStars will take legal action against Lindgren.



IfrahLaw

Hands-on Counsel, Gloves-off Litigation

ifrahlaw.com

(202) 524-4140

1717 Pennsylvania Ave, N.W., Suite 650, Washington, D.C. 20006

You are hereby notified that PokerStars will vigorously pursue all of its legal rights and that Lindgren's failure to promptly submit payment will result in our taking any and all necessary steps to protect and enforce PokerStars' rights in this matter, such as initiating litigation and seeking damages and legal costs (including attorney's fees) from Lindgren.

Please consult with Lindgren promptly and advise us of his decision.

Very truly yours,

Steven Eichorn, Esq.

Attorney for PokerStars

Cc: Steven J. Diamond
Chang and Diamond
624 Broadway, Suite 406
San Diego, CA 92101
Email: steve@thebklawyers.com

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

RATIONAL FT ENTERPRISES LIMITED, Douglas Bay Complex, King Edward Road, Onchan, Isle of Man IM3 1DZ

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Snell & Wilmer L.L.P., Craig S. Denney, Esq., Charles E. Gianelloni, Esq., 3883 Howard Hughes Pkwy., Suite 1100, Las Vegas, NV 89169 (Ph: 702-784-5200)

DEFENDANTS

ERICK ALLEN LINDGREN, 11857 Oakland Hills Dr., Las Vegas, NV 89141

County of Residence of First Listed Defendant Clark
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|---------------------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input checked="" type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:

Breach of Quasi-Contract, Unjust Enrichment and Conversion

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

2,531,807.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

01/30/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Charles E. Gianelloni

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____