

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

SECURITIES AND EXCHANGE	§
COMMISSION	§
Plaintiff,	§
	§
	§
v.	§
	§
THURMAN P. BRYANT, III and	§
BRYANT UNITED CAPITAL FUNDING,	§
INC., ARTHUR F. WAMMEL, WAMMEL	§
GROUP, LLC, CARLOS GOODSPEED	§
a/k/a SEAN PHILLIPS a/k/a GC d/b/a TOP	§
AGENT ENTERTAINMENT d/b/a/ MR.	§
TOP AGENT ENTERTAINMENT,	§
	§
Defendants,	§
	§
and	§
	§
THURMAN P. BRYANT, JR.,	§
	§
Relief Defendant.	§

Case 04:17-CV-00336-ALM

**RECEIVER’S MOTION FOR ORDER COMPELLING
DEFENDANTS THURMAN P. BRYANT, III AND CARLOS GOODSPEED
TO APPEAR AND SHOW CAUSE WHY THEY SHOULD NOT BE HELD IN
CONTEMPT FOR FAILURE TO COMPLY WITH ORDER OF THE COURT**

Jennifer Ecklund, the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”) in the above-captioned case (the “**Case**”), hereby files this *Motion for Order*

Compelling Defendants Thurman P. Bryant, III and Carlos Goodspeed to Appear and Show Cause Why They Should Not be Held in Contempt for Failure to Comply with Order of the Court and respectfully shows the Court as follows:

**I.
SUMMARY**

1. After becoming aware of the SEC's investigation of BUCF and Bryant, individually, in December 2016, Trey Bryant transferred funds of more than \$1 million to Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment ("**Goodspeed**"), purportedly for investments in some sort of concert endeavors. *See* First Amended Complaint, Dkt. No. 154, ¶ 65. Those funds belonged primarily to BUCF investors, and were transferred to Goodspeed from the BUCF banking account. *See id.* at ¶¶ 65-70; *see also* Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed, attached hereto as **Exhibit A**. Those funds were not repaid prior to the Receivership Order being entered, and have not been repaid since. Goodspeed was served with that order on July 21, 2017, and has himself acknowledged that the funds belong to BUCF. *See* Proof of Service Certification, Dkt. No. 52; November 27, 2017 Deposition Transcript of Carlos Goodspeed, attached hereto as **Exhibit B**, at 237:2-7, 10-17 ("Q. So my question to you is going to be, when are you going to return the principal on my investor's money so we can give it back to the investors where it rightfully needs to be? A. I'm saying I told you before we try to look to close out before the end of the year. . . . Q. Every dollar that I gave you had a name attached . . . A lot of these people were family and my investor group were not strangers, they were family and friends. When I gave you the money I said that to you? A. Yes, you did."); 210:14-16 (emphasis added) ("Q. And you acknowledged that it is *your legal responsibility to pay that money back*, correct? A. *Yes, sir.*"); 222:3-6 ("We're here to talk about the money that he [Bryant] put up. That money will be

refunded to – it will be come back. All that money will come back in full, no issues, no problem.”).

2. Despite these facts, on December 11, 2017, Goodspeed transferred \$4,500 to Trey Bryant’s *wife*, Brandi Bryant. *See* Bank of America December 2017 Monthly Statement, attached hereto as **Exhibit C**.¹

3. On February 9, 2018, Goodspeed transferred *another* \$35,000 (the \$4,500 transfer and the \$35,000 transfer, collectively the “**Transfers**”) to Bryant’s wife. *See* Bank of America February 2018 Monthly Statement, attached hereto as **Exhibit D**.²

4. Despite receiving and having actual notice of this Court’s Receivership Order (defined below) that authorizes the Receiver to marshal, conserve, and take control over Receivership assets and freezes all assets of the Receivership Defendants, Trey Bryant and Goodspeed have defied this Order and will likely continue to do so with additional transfers of funds. The Receiver has reason to believe that the Transfers constitute Receivership funds and thus rightfully belong in the Receivership Estate. As a result, the Receiver now requests that the Court: (1) order Bryant and Goodspeed to appear before the Court in person to show cause why they should not be held in contempt; (2) after such hearing, hold Bryant and Goodspeed in contempt of the Court’s Receivership Order; and (3) order Bryant to immediately return the \$39,500 to the Receiver.

II. RELEVANT BACKGROUND

5. On May 15, 2017, the United States Securities and Exchange Commission (the “**SEC**”) filed its Complaint [Dkt. No. 1] alleging that the Bryant Defendants violated the antifraud provisions of the federal securities laws. The SEC alleged that the Bryant Defendants

¹ Upon request by the Court, the Receiver will provide the entire monthly statement.

² Upon request by the Court, the Receiver will provide the entire monthly statement.

made various misrepresentations to BUCF investors, *inter alia*, as to the Bryant Defendants' business operations and the use of investor funds. Specifically, the SEC alleged that, while the Bryant Defendants told investors that their money would be used in a mortgage-related investment program, they actually used the money for unauthorized, undisclosed purposes, including, but not limited to, transferring \$1.37 million to Goodspeed for alleged investments in Drake and Taylor Swift concerts. The SEC named Goodspeed as a relief defendant in its Complaint because he received ill-gotten proceeds from the Bryant Defendants' fraudulent scheme. On January 26, 2018, the SEC filed its First Amended Complaint [Dkt. No. 154], recasting Goodspeed as a defendant (from a relief defendant) and asserting claims against him.

6. Also on May 15, 2017, the Court entered the Order Appointing Receiver [Dkt. No. 17], appointing Jennifer Ecklund as Receiver over the estates of Thurman P. Bryant, III and Bryant United Capital Funding, Inc. On July 19, 2017, the Court entered the Amended Order Appointing Receiver [Dkt. No. 48] (the "**Receivership Order**"), expanding the Order Appointing Receiver to include the Bryant Defendants and the Wammel Defendants. The Receivership Order did not change the substance of the Receiver's original powers. Pursuant to the Receivership Order, the Receiver is charged with marshaling and preserving all the assets of the Bryant Defendants and Wammel Defendants. Included in these assets is \$1.37 million of investor funds transferred from the Bryant Defendants to Goodspeed. *See Exhibit A.* Both Bryant and Goodspeed received and had actual notice of the Receivership Order.

7. On November 27, 2017, the Receiver's counsel traveled to Fort Worth, Texas and deposed Goodspeed. Over the Receiver's and the Plaintiff's objections, Goodspeed prematurely terminated the deposition. Although the deposition of Goodspeed was then scheduled to continue on December 4, 2017, Goodspeed failed to appear to complete his continued deposition.

Prior to prematurely terminating his deposition, Goodspeed acknowledged that it was his legal responsibility to pay back the \$1.37 million. *See* November 27, 2017 Deposition Transcript of Carlos Goodspeed, attached hereto as **Exhibit B**, at 210:14-16 (emphasis added) (“Q. And you acknowledged that it is *your legal responsibility to pay that money back*, correct? A. *Yes, sir.*”); *see also* **Exhibit B** at 129:24-25-130:1-8 (“It’s not a risk. The only risk is going to be on me. Because if you give me money, whatever the amount, I’m responsible for that money no matter what, whatever happens. . . . I’m going to be responsible for the money.”); 131:5-6 (“[Y]ou don’t lose the initial money.”); 151:22-25-152:1-4 (“Q. . . . So there was no risk to lose money in the investment because you had that obligation to pay that initial investment back? A. I’m responsible for it. . . . I’m responsible for that money. . . . I’m responsible for it, not nobody else.”); 160:21-24 (“Q. As you sit here today, . . . is that money readily accessible to pay back? A. I have access to it, yes. If I need to have access to it, yes, I can access to it. . . .”); 198:3-5 (“All the risk is always going to be the same. . . . The fact that no matter what happens is that you refund the money.”); 210:8-9 (“I’m responsible for that, I’m responsible for that. I make sure that my client is going to be good.”); 222:3-6 (“We’re here to talk about the money that he [Bryant] put up. That money will be refunded to – it will be come back. All that money will come back in full, no issues, no problem.”); 232:20-22 (“I do know for a fact the money, all the money is going to be returned in full.”). Goodspeed and Bryant further knew that any returned money needed to be directed to the Receiver. *See* **Exhibit B** at 239:10-22 (emphasis added) (“[SEC] Q. I do want to state for the record so, Mr. Bryant, I believe you understand this as well. The court has appointed a receiver over Bryant United Capital Funding’s assets as well as Mr. Bryant’s individual assets. So as Mr. Bryant understands *to the extent any money is or when money is returned, the actual money needs to be directed to the receiver established by the court.*”)

A. That's you? [Receiver's counsel] Q. That's my client, Jennifer Ecklund, we are counsel to her. A. *I got what you're saying.*").

8. Moreover, at his deposition, Goodspeed acknowledged that the \$1.37 million in transfers from the Bryant Defendants were investor funds. See **Exhibit B** at 237:2-7, 10-17 ("Q. So my question to you is going to be, when are you going to return the principal on my investor's money so we can give it back to the investors where it rightfully needs to be? A. I'm saying I told you before we try to look to close out before the end of the year. . . . Q. Every dollar that I gave you had a name attached . . . A lot of these people were family and my investor group were not strangers, they were family and friends. When I gave you the money I said that to you? A. Yes, you did."); 268:5-10 ("Q. Were you aware that Bryant United had investors? A. Yes, he told me that, yes. Q. What did Trey tell you about the investors of Bryant United? A. He had investors, that was it, he had been dealing with for years.").

9. Further, when asked about his relationship with Bryant's wife, Brandi Bryant, Goodspeed confirmed that his sole interaction with Mrs. Bryant was on the telephone when he was calling Trey and she answered. See **Exhibit B** at 259:16-25-260:1-5 (emphasis added) ("Q. What is your relationship with Brandy [sic] Bryant? A. Brandy [sic] Bryant? That's his wife. Q. And have you met her? A. No. Q. Have you spoken with Brandy [sic] Bryant? A. No. Q. *So it's your testimony today that you've never spoken with Brandy [sic] Bryant over the phone, via text message, via e-mail or in person?* A. *I spoke to her once on the phone because I called for him [Bryant] and she answered the phone.* Q. Other than that one time, you've never communicated with Brandy [sic] Bryant for any extended period of time? A. No, not that I remember. I don't think so."). Goodspeed also confirmed that Brandi Bryant never invested with him. See **Exhibit B** at 260:6-7 ("Q. Has Brandy [sic] Bryant ever[] invested with you? A. No, ma'am.").

10. On December 14, 2017, the Receiver filed her Complaint against Goodspeed, in the Eastern District of Texas, Ancillary Civil Action No. 4:17-cv-00856 [Dkt. No. 1]. The Receiver instituted this action to rescind the \$1.37 million of investor funds transferred to Goodspeed because the funds were those of innocent, unwitting investors in the BUCF Ponzi scheme.

11. Goodspeed was thereafter named as a Defendant in this action in the SEC's First Amended Complaint, filed on January 26, 2018.

12. Despite having actual notice of the Receivership Order, acknowledging that all funds were to be returned to the Receiver, and confirming he had no relationship—financial, business, or otherwise—with Brandi Bryant, Goodspeed transferred \$4,500 to Trey Bryant's wife, Brandi, on December 11, 2017 and another \$35,000 on February 9, 2018. *See Exhibit C; Exhibit D.*

13. On April 4, 2018, the Receiver's counsel emailed Bryant and Goodspeed regarding the Transfers, explaining the Receiver's obligation to the Court and her duties under the Receivership Order and asked whether they were willing to voluntarily return the Transfers to the Receiver. *See April 4, 2018 Email to Trey Bryant and Carlos Goodspeed, attached hereto as Exhibit E.* Counsel was advised by Trey Bryant that the monies were unrelated to BUCF and that the money would not be returned. *See April 4, 2018 Email to Receiver's Counsel, attached hereto as Exhibit F.*

III. ARGUMENT

14. Pursuant to the Receivership Order, the Receiver is charged with marshaling and preserving all the assets of the Receivership Estate (as defined in the Receivership Order),

including the \$1.37 million of investor funds transferred from the Bryant Defendants to Goodspeed.

15. The Receiver contends that multiple provisions of the Receivership Order were violated by the Transfers. For example, the Receiver directs the Court to Paragraph 3 of the Receivership Order titled “Asset Freeze,” which states:

Except as otherwise specified herein, all Receivership Assets are frozen until further order of the Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets that are on deposit with financial institutions such as banks, brokerage firms and mutual funds.

Receivership Order, ¶ 3 (emphasis added).

16. In addition, the Receiver contends that the Transfers violated Paragraphs 14, 15, and 16 of the Receivership Order, which in part state:

The Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records and all other documents or instruments relating to the Receivership Defendants. All persons and entities having control, custody or possession of any Receivership Property are hereby directed to turn such property over to the Receiver.

The Receivership Defendants, as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order by personal service, facsimile transmission or otherwise, having possession of the property, business, books, records, accounts or assets of the Receivership Defendants are hereby directed to deliver the same to the Receiver, his agents and/or employees.

All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, and of the Receivership Defendants that receive actual notice of this Order by personal service, facsimile transmission or otherwise shall: A. Not liquidate, transfer, sell, convey or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants except upon instructions from the Receiver; . . . [and] D. Cooperate expeditiously in providing information and

transferring funds, assets and accounts to the Receiver or at the direction of the Receiver.

Receivership Order, ¶¶ 14-16 (emphasis added).

17. Further, the Receiver believes that the Transfers violated Paragraph 27 of the Receivership Order, which in part states:

The Receivership Defendants and all persons receiving notice of this Order by personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would: A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property

Receivership Order, ¶ 27 (emphasis added).

18. In accordance with the Receiver's obligation to the Court and her duties under the Receivership Order, the Receiver is "promptly notify[ing] the Court and SEC counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order." Receivership Order, ¶ 29. Here, Bryant and Goodspeed not only received and had actual notice of the Receivership Order, but also understood that any and all funds returned from Goodspeed were to be given to the Receiver. In contravention of this understanding and in direct violation of the Receivership Order, Goodspeed transferred \$4,500 to Bryant's wife on December 11, 2017 and \$35,000 to Bryant's wife on February 9, 2018, after previously testifying under oath that he had *never* met or spoken to Bryant's wife save *one* brief interaction on the telephone unrelated to any business relationship whatsoever. Given the suspicious circumstances surrounding the Transfers, the Receiver has reason to believe that the Transfers constitute Receivership funds and thus rightfully belong in the Receivership Estate. Accordingly, the Receiver respectfully requests that this Court order Bryant and Goodspeed to appear before the

Court in person to show cause why they should not be held in contempt for failing to comply with the Receivership Order.

**IV.
CONCLUSION**

19. For the foregoing reasons, the Receiver respectfully requests that the Court grant this Motion and order Bryant and Goodspeed to appear at a hearing to show cause why they are not in contempt of this Court's Receivership Order. Because of Bryant's and Goodspeed's violations of this Court's Receivership Order, after a hearing on this matter, the Receiver respectfully requests that the Court hold Bryant and Goodspeed in contempt and order Bryant to cause the \$39,500 to be immediately returned to the Receiver. The Receiver further prays for such other and further relief, general or special, at law or in equity, to which she may show herself justly entitled.

DATED: April 6, 2018.

Respectfully submitted,

THOMPSON & KNIGHT LLP

By: /s/ Timothy E. Hudson

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Facsimile: (214) 969-1751

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on April 6, 2018, I electronically filed the foregoing document with the Clerk for the United States District Court, Eastern District of Texas. The electronic case filing system (ECF) will send a Notice of Electronic Filing (NEF) to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. The foregoing document will also be sent to all counsel of record via the method identified below.

/s/ Timothy E. Hudson
Timothy E. Hudson

Via Electronic Mail:

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Telephone: (817) 900-2601
Facsimile: (917) 978-4927
reinschj@sec.gov

PRO SE

By Electronic Mail and by U.S. Mail at both known addresses:

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Treybryant03@gmail.com

1535 Sun Mountain, San Antonio, TX 78258

2054 Hidalgo Lane, Frisco, TX 75034

COURTESY COPIES SENT TO THE FOLLOWING:

Via Electronic Mail:

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Facsimile: (817) 420-8201
tgalloway@winstead.com

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Houston, Texas 77002
Phone: (713) 437-1811
Fax: (713) 437-1946
jardoin@joneswalker.com

COUNSEL FOR CERTAIN RELIEF DEFENDANTS

CERTIFICATE OF CONFERENCE

Timothy E. Hudson, counsel for the Receiver, and counsel for Plaintiff, conferred on April 4, 2018, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for Plaintiff is unopposed to the relief sought in this Motion.

Mackenzie M. Salenger, counsel for the Receiver, and counsel for Certain Relief Defendants conferred on April 5, 2018, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for the Wammel Defendants did not respond regarding whether they are opposed or unopposed to the relief sought in this Motion.

Timothy E. Hudson, counsel for the Receiver, and Defendant Thurman P. Bryant, III conferred on April 4, 2018, despite the fact that the meet and confer requirement is not applicable to *pro se* defendants pursuant to Local Rule CV-7. Defendant Thurman P. Bryant, III is opposed to the relief sought in this Motion.

Timothy E. Hudson, counsel for the Receiver, and Carlos Goodspeed conferred on April 4, 2018, despite the fact that the meet and confer requirement is not applicable to *pro se* defendants pursuant to Local Rule CV-7. Mr. Goodspeed did not respond regarding whether he is opposed or unopposed to the relief sought in this Motion.

/s/ Timothy E. Hudson
Timothy E. Hudson

SEC v. Bryant III and BUCF
Transfers Between Thurman "Trey" Bryant III and Carlos Goodspeed

Transferring Person/Entity	Transferee	Amount Transferred	Date of Transfer
Thurman "Trey" Bryant III	Carlos Goodspeed	\$100,000	1/17/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$50,000	1/23/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$620,000	2/8/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$200,000	3/9/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$400,000	3/13/2017
Thurman "Trey" Bryant III	Carlos Goodspeed	\$1,370,000	Total

In The Matter Of:
Securities and Exchange Commision v.
Thurman P. Bryant, III, et al.

Carlos Goodspeed a/k/a Sean Phillips
Vol. 1
November 27, 2017

Behmke Reporting and Video Services, Inc.
160 Spear Street, Suite 300
San Francisco, California 94105
(415) 597-5600

Original File 32644GoodspeedV1.txt

Min-U-Script® with Word Index

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 2 FOR THE EASTERN DISTRICT OF TEXAS
 3 SHERMAN DIVISION
 4 -----
 5 SECURITIES AND EXCHANGE)
 6 COMMISSION,)
 7 Plaintiff,) CASE NO.
 8 v.) 4:17-CV-00336-ALM
 9 THURMAN P. BRYANT, III, and)
 10 BRYANT UNITED CAPITAL FUNDING,)
 11 INC.,)
 12 Defendants,)
 13 ARTHUR F. WAMMEL, WAMMEL GROUP,)
 14 LLC, THURMAN P. BRYANT JR., ET AL.)
 15 Relief Defendants.)
 16 -----
 17 VIDEOTAPED DEPOSITION OF CARLOS GOODSPEED
 18 a/k/a SEAN PHILLIPS
 19 MONDAY, NOVEMBER 27, 2017
 20 PAGES 1 - 274; VOLUME 1
 21 BEHMKE REPORTING AND VIDEO SERVICES, INC.
 22 BY: LESLIE McDONALD WILKINS, RPR NO. 029319
 23 160 SPEAR STREET, SUITE 300
 24 SAN FRANCISCO, CALIFORNIA 94105
 25 (415) 597-5600

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1 APPEARANCES OF COUNSEL:
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 21 mackenzie.salenger@tklaw.com
 22
 23 ALSO PRESENT:
 24 THURMAN P. BRYANT, III, PRO SE DEFENDANT
 25 KENNETH WHITMORE, VIDEOGRAPHER

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 7
 8 Videotaped Deposition of CARLOS GOODSPEED
 9 a/k/a SEAN PHILLIPS, VOLUME 1, taken on behalf of
 10 the Plaintiff, at the office of The United States
 11 Securities and Exchange Commission, 801 Cherry
 12 Street, Suite 1900, Fort Worth, Texas, commencing
 13 at 9:15 A.M., MONDAY, NOVEMBER 27, 2017, before
 14 Leslie McDonald Wilkins, Registered Professional
 15 Reporter No. 029319, pursuant to Notice of
 16 Videotaped Deposition.
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 2 MONDAY, NOVEMBER 27, 2017 PAGE
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 4 a/k/a SEAN PHILLIPS - VOLUME 1
 5 Examination by MR. REINSCH 9
 6 Examination by MR. BRYANT 235
 7 Examination by MS. WALLACE 233
 8 Examination by MS. SALENGER 240
 9
 10 --oOo--
 11
 12
 13 QUESTIONS WITNESS INSTRUCTED NOT TO ANSWER:
 14 PAGE LINE
 15 None.
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 17
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 21
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 23
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EXHIBITS		
CARLOS GOODSPEED a/k/a SEAN PHILLIPS - VOLUME 1		
Number	Description	Page
Exhibit 1	Judge's Order for Deposition - 2 pages	14
Exhibit 2	Investment/Partner Agreement dated 4/11/16 - 10 pages	73
Exhibit 3	Investment/Partner Agreement dated 1/16/17 - 2 pages	120
Exhibit 4	E-mail from G.C. to T. Bryant Investment/Partner Agreement dated 1/22/17 - 3 pages	125
Exhibit 5	MoneyNet Daily Transaction Log dated 1/17/17 - 1 page	127
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EXHIBITS - (CONTINUED)		
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Exhibit 13	E-mail from G.C. to Trey Bryant dated 3/7/17 Investor Agreement - 6 pages	199
Exhibit 14	MoneyNet Daily Transaction Log dated 3/9/17 - 1 page	204

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EXHIBITS - (CONTINUED)		
CARLOS GOODSPEED a/k/a SEAN PHILLIPS - VOLUME 1		
Number	Description	Page
Exhibit 15	MoneyNet Daily Transaction Log dated 3/13/17 - 1 page	205
Exhibit 16	Checking account statement dated 3/1/17 - 5 pages	214
Exhibit 17	Order appointing receiver - 18 pages	241
Exhibit 18	Amended order appointing receiver - 18 pages	241

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1 MONDAY, NOVEMBER 27, 2017; 9:16 A.M.
 2
 3 **THE VIDEOGRAPHER:** Here starts -- here
 4 begins DVD No. 1 in the deposition of Carlos Goodspeed
 5 a/k/a Sean Phillips in the matter of United States
 6 Securities and Exchange Commission versus Thurman P.
 7 Phillips III et al in the United States District Court
 8 for the Eastern District of Texas, Sherman, Texas, Case
 9 No. 4:17-CV-00336-ALM. Today's date is November
 10 the 27th, 2017. The time on the video monitor is 9:16.
 11 The video operator today is Kenneth Whitmore
 12 of Behmke Reporting and Video Services, 160 Spear
 13 Street, Suite 300, San Francisco, California. This
 14 videotaped deposition is taking place at 801 Cherry
 15 Street, Suite 1900, Fort Worth, Texas and was noticed by
 16 Jason P. Reinsch of the U.S. Securities and Exchange.
 17 Counsel, please identify themselves and state who you
 18 represent.
 19 **MR. REINSCH:** Name is Jason Reinsch,
 20 attorney for the U.S. Securities and Exchange
 21 Commission. And with me is my colleague Tim Evans, also
 22 an attorney for the U.S. Securities and Exchange
 23 Commission.
 24 **MS. SALENGER:** Mackenzie Salenger from
 25 Thompson and Knight representing the Receiver along with

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1 A. Yes.
 2 **Q. So then you thereby took at least an initial**
 3 **profit of 60,000, correct?**
 4 A. Right.
 5 **Q. Who did you send that \$60,000 to -- pardon me.**
 6 **So \$30,000, again, went to cash. Where did the**
 7 **remaining \$60,000 go?**
 8 A. I only gave money to Jake for that deal, for that
 9 Wayne deal, I only give money to Jake.
 10 **Q. So in your bank records we should see a transfer**
 11 **of \$60,000 to Jake Smith for this particular deal?**
 12 A. As I said, I don't know if -- I don't know if I
 13 wired it to him. Because we gave him cash, we gave him
 14 a lot of cash on that deal. I gave him cash.
 15 **Q. You gave him cash?**
 16 A. A lot of it has to be with cash.
 17 **Q. Yeah. But I'm just asking about this specific**
 18 **event.**
 19 A. I gave him cash. But I'm just saying a lot of
 20 deals we do with cash. I'm saying we do a lot of deals
 21 with cash. That's how I get paid half the time.
 22 **Q. What did you tell Mr. Bryant, either directly or**
 23 **through Mr. Mackey were the risks of this investment?**
 24 A. It's not a risk. The only risk is going to be on
 25 me. Because if you give me money, whatever the amount,

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1 I'm responsible for that money no matter what, whatever
 2 happens. People screw me over a lot. But if they screw
 3 me over or whatever, it doesn't matter.
 4 I'm not going to sit here and say, oh, well,
 5 these guys screwed me over, I gave him the cash, he took
 6 it and ran with it and stuff, I'm got going to say that.
 7 I can't say that. I'm going to be responsible for the
 8 money.
 9 **Q. And that's what in the contracts, again, at**
 10 **Exhibit 5 -- pardon me, Exhibit 4, you say that, in that**
 11 **fourth paragraph, beginning for investment, Bryant**
 12 **United shall receive the full 100 percent return of the**
 13 **\$150,000 investment plus a profit amount of \$80,000 that**
 14 **will total a full amount of \$230,000, correct?**
 15 A. Yes.
 16 **Q. And that money would be paid to Bryant United on**
 17 **February 6th, 2017, correct?**
 18 A. Right.
 19 **Q. And the following paragraph, no matter the**
 20 **outcome of the Lil Wayne Super Bowl party event for this**
 21 **investment by Bryant United, the 150,000 will be fully**
 22 **refunded to Bryant United no later than 48 hours if the**
 23 **party is cancelled or postponed?**
 24 A. Right.
 25 **Q. Is that your guarantee?**

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1 A. That's my way of -- that's the way of saying,
 2 like, don't matter what happens regardless, if it's
 3 cancelled, if it doesn't happen, if we change the date,
 4 whatever we do. I just work it out with the investor,
 5 whatever happens. But either way, you don't lose that
 6 initial money.
 7 **Q. So how did this --**
 8 A. You don't lose your investment.
 9 **Q. How did this investment pan out?**
 10 A. That investment happened.
 11 **Q. So the event happened. How much money did you**
 12 **make from the event?**
 13 A. I don't remember exactly how much. I made some
 14 good money off that.
 15 **Q. What's your best recollection?**
 16 A. I ended pulling like, it was like 100 and some
 17 thousand, almost 200,000.
 18 **Q. So you made -- you pocketed approximately between**
 19 **100 and \$200,000 for this Lil Wayne party?**
 20 A. Yeah.
 21 **Q. How much were the tickets for this?**
 22 A. Like 150 a person, 250 a person, you got tables.
 23 **Q. How many people attended?**
 24 A. It was a lot, maybe like 4,000 people or
 25 something.

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1 **Q. Do you know how much the promoters made on it?**
 2 A. A lot, I'm sure. I don't know exactly how much.
 3 I have no idea, but it was a lot. They definitely made
 4 a lot of cash, just the door alone. I'm sure on the
 5 door alone, they made a lot, man, it was a lot.
 6 **Q. So you personally made 100 --**
 7 A. I made like almost \$200,000.
 8 **Q. So closer to 200,000?**
 9 A. Yeah.
 10 **Q. How did you receive your share of those profits?**
 11 A. One of it was a cashier's check and some was
 12 cash.
 13 **Q. Cashier's check?**
 14 A. Yeah.
 15 **Q. In the amount of how much?**
 16 A. I don't remember how much it was.
 17 **Q. Who gave you that cashier's check?**
 18 A. Jake gave it to me.
 19 **MR. REINSCH:** Let's take a five-minute
 20 recess.
 21 **THE VIDEOGRAPHER:** This is the end of file
 22 No. 5. We're off the record, the time is 12:34.
 23 (Break taken from 12:34 p.m. to 12:41 p.m.)
 24 **THE VIDEOGRAPHER:** This is the beginning of
 25 file No. 6. We're on the record, the time is 12:41.

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1 spoke to Mr. Bryant on or about February 7th, 2017.
2 **What was your understanding as to whether or not**
3 **there was in fact a Drake tour, tour dates scheduled?**
4 A. I know what dates they were working on. I knew
5 what dates and what markets and stuff they were working
6 on.
7 **Q. So the answer to my question would be they**
8 **weren't locked up?**
9 A. No, they weren't locked up yet. If they were
10 locked up, we would have had them already. They would
11 have been done and over already.
12 **Q. So no dates were locked up when you first talked**
13 **to Mr. Bryant.**
14 **Who was working to get concert dates scheduled?**
15 A. The only person I dealt with was Chauncey. He
16 was working with whoever he was working with.
17 **Q. So what did Chauncey tell you was the status of**
18 **getting dates locked up? What were they working on, for**
19 **example?**
20 A. Just getting certain markets, getting a lot of
21 different markets done, just getting certain dates done
22 for different markets, different cities.
23 **Q. What did you tell Mr. Bryant about the Drake**
24 **tour?**
25 A. I told him what he could come in on, what he

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1 could put up, and the chance of what he could have
2 coming back if it all worked out.
3 **Q. So I want to be clear on this. So you told him**
4 **the possible amount of the investment?**
5 A. Right.
6 **Q. Possible return on the investment?**
7 A. Yeah, I told him what it could possibly be if it
8 worked out.
9 **Q. What else did you tell him aside from the amount**
10 **in return?**
11 A. That's it, I guess.
12 **Q. Did you discuss any risks associated with this?**
13 A. Same thing I tell anybody, just making sure. My
14 thing is protect whoever is sending me money is to make
15 sure they don't lose their money.
16 I'm saying I would take a loss, I would take a
17 loss before I'm going to let them take a loss.
18 **Q. My question to you, though, is what did you tell**
19 **him about the risk associated with this event?**
20 A. That you're not going to risk losing your money.
21 **Q. So there's no risk of losing money?**
22 A. Of losing your actual investment.
23 **Q. And the reason there was no risk was what?**
24 A. I'm saying, I'm not going to allow it to happen,
25 I don't care what happens. We did put on the event and

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1 if the event went bad, like, I've still got to be smart
2 for his money.
3 If I had to go to one of my millionaire friends
4 and they had to pay them for me and I paid them out,
5 like however. If his money was lost on the event or if
6 the event doesn't happen, if it doesn't happen and we
7 need to just do a refund, whatever, like, he's not going
8 to lose that money.
9 So you can do events, you can put on a show and
10 spend a million dollars to do an event and you only make
11 400,000, it happens. That's a \$600,000 loss. If his
12 money is involved in it, that could be a loss for him.
13 But I can't allow that to happen. Most of the
14 time I don't get people involved in stuff if it's a bad
15 deal. It could be a bad deal by saying the artist might
16 not be selling tickets like that.
17 They may not be making money like that, might not
18 happen on their shows. So you want -- because that puts
19 me in a situation. I've been in a situation like that
20 way back and I had to pay somebody out of my pocket
21 \$175,000.
22 **Q. Ouch. So there was no risk to lose money in the**
23 **investment because you had that obligation to pay that**
24 **initial investment back?**
25 A. I'm responsible for it. End of the day, anybody,

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1 she send me money, you send me money, at the end of the
2 day, I'm responsible for that money. And I take it to
3 them verbally, like, hey, you give me this money, I'm
4 responsible for it, not nobody else.
5 Because I deal with a lot of people and I can
6 give the money to this dude that I can so-called trust,
7 I can give him \$100,000, he could do the right thing
8 with it or he could go run with it and that has
9 happened. It happened to me a number of times.
10 Now, I'm sitting over here \$100,000 down from
11 this guy that I'm going to owe, like I would have to pay
12 that. I have to. Guys kill guys over this. This is a
13 crazy business, man, it's a real crazy business.
14 **Q. You told Mr. Bryant the amount of the investment**
15 **he could make, the possible return, you told him there**
16 **would be no risk to his money?**
17 A. To losing the investment, yeah, just on me, just
18 on my word.
19 **Q. And then what else did you tell Mr. Bryant about**
20 **the Drake tour?**
21 A. That was it.
22 **Q. Did you tell him that the tour was not actually**
23 **scheduled yet?**
24 A. It wasn't done yet, we was negotiating the deal,
25 we was negotiating the whole deal.

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1 **Q. What's his -- how do you communicate with**
 2 **Chauncey?**
 3 A. I talk to him through the phone and I talk to him
 4 in person.
 5 **Q. Now, the last page of Exhibit 10, do you see a**
 6 **signature; is that your signature?**
 7 A. Yes.
 8 **Q. And on the second to last page, you see at**
 9 **paragraph 18, after-party events. Investor shall have**
 10 **the first rights of refusal for any concert after-party**
 11 **for Drake with a 50 percent partnership on any dates,**
 12 **etcetera; did I read that correctly?**
 13 A. Yes.
 14 **Q. At the bottom of that page, the second to last**
 15 **page of Exhibit 11, there appears expenses for the five**
 16 **concert events and there's an insert titled P and L**
 17 **projections. Where did you get that?**
 18 A. This was sent over to me.
 19 **Q. How was that sent over to you?**
 20 A. I'm saying through e-mail.
 21 **Q. Do you still have that e-mail?**
 22 A. I don't know.
 23 **Q. Did you look for that e-mail?**
 24 A. That's old, that came a long time ago, it's old.
 25 That was people that just put together -- they put

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1 together the expense sheet. That's all it was is an
 2 expense sheet.
 3 **Q. Who put this together?**
 4 A. I don't know who did that, I don't know. They
 5 just gave it -- you can get anybody to put together an
 6 expense sheet for you that somebody have to know how to
 7 do it. I don't know who did it.
 8 **Q. You don't know who did this?**
 9 A. Huh-uh.
 10 **Q. But you received it in an e-mail from Chauncey?**
 11 A. Yeah, I think -- no, the person who did it. I
 12 don't remember who I got the e-mail from. That's how
 13 they did it. It was somebody they got to do an expense
 14 sheet for them.
 15 **Q. Did you do any independent investigation to see**
 16 **if this was accurate?**
 17 A. It's pretty accurate, something you just know.
 18 It's really less. It really can be less money.
 19 **Q. Now, go back to the second page of Exhibit 11,**
 20 **which is the first page of the contract. The last line,**
 21 **last portion of the sentence on paragraph 2 -- pardon**
 22 **me, just paragraph 2 reads:**
 23 **Investors shall be responsible for the total**
 24 **payment of \$850,000 to promoter and the payment shall be**
 25 **due on or before Wednesday, February 8th, 2017, which**

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1 **will be immediately used for the initial deposit for the**
 2 **concert events. Did I read that correctly?**
 3 A. Yes.
 4 **Q. Was the \$850,000 used for an initial deposit for**
 5 **the concert events?**
 6 A. It's supposed to go to whatever the deposit is
 7 when it's done, when it's ready to go, when it's all
 8 final.
 9 **Q. Well, the contract says it will immediately be**
 10 **used.**
 11 A. Yeah, when it's final, it's got to be when it's
 12 final.
 13 **Q. And you would -- strike that.**
 14 **How would you be notified once there was an**
 15 **initial deposit to be paid?**
 16 A. I'm sure they would let me know, like, everybody
 17 involved would let me know.
 18 **Q. Who is "they"?**
 19 A. Chauncey and his people.
 20 **Q. Did this event ever -- did any of these --**
 21 **A. That hasn't happened yet.**
 22 **Q. Hasn't happened yet?**
 23 A. No, sir.
 24 **Q. When are they -- what's the plan going forward**
 25 **for this?**

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1 A. We're working on this and other stuff, too.
 2 **Q. So where is Bryant United's \$800,000?**
 3 A. That's involved in different events, involved in
 4 different investments.
 5 **Q. So if you were called upon to refund the \$850,000**
 6 **that Bryant United gave you for this event, when can you**
 7 **pay that back?**
 8 A. If they wanted to get a refund of the money, we
 9 can get it paid back. We can get it paid back ASAP, but
 10 then nobody would make any money.
 11 **Q. How would, if Bryant United is to request from**
 12 **you pursuant to this contract to receive the \$850,000**
 13 **refund, how should that communication be made to you?**
 14 A. How should it be made to me?
 15 **Q. Yeah.**
 16 A. I'm saying, me and him, we talk about it.
 17 **Q. So your sworn testimony is that 850, you could**
 18 **find that \$850,000 --**
 19 A. I don't know about finding it. That's something
 20 I work out with my investor.
 21 **Q. As you sit here today, do you have -- is that**
 22 **money readily accessible to pay back?**
 23 A. I have access to it, yes. If I need to have
 24 access to it, yes, I can access to it, but it could mess
 25 up other business. But I could have access to it.

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1 So what did you tell Mr. Bryant about the Taylor
2 Swift opportunity?
3 A. Just tell him the situation, what he could end up
4 putting up and what he can make.
5 Q. So what specifically did you tell him then?
6 A. I don't remember. I don't remember exactly what
7 we talked about, just the situation, whatever the
8 situation was, the information I was getting.
9 Q. And where were you getting that information?
10 A. From the guys that I told you.
11 Q. Again, from, to the best of your recollection
12 Touchins is how you pronounce his last name?
13 Q. And he's in Miami?
14 A. Yeah, he was out of Miami.
15 Q. What did you understand Mr. Touchins'
16 relationship was with Taylor swift and her business
17 associates?
18 A. I don't know his whole situation. He knows
19 people involved or he has people that are involved with
20 them.
21 Q. What did you tell Mr. Bryant about the risks
22 associated with any investment in a Taylor Swift concert
23 tour?
24 A. What now? I'm seeing what? Okay.
25 Q. What did you tell Mr. Bryant about the risks

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1 associated in investing with a Taylor Swift concert
2 tour?
3 A. All the risk is always going to be the same. And
4 I'm saying with anybody. The fact that no matter what
5 happens is that you refund the money. No matter who I
6 deal with, they always going to have my money back
7 because people don't -- money don't come back. I'm
8 saying bad things can happen. That's normal, you're
9 responsible for that person's money.
10 The reason I've been able to be staying around in
11 this business is because I've always returned the money.
12 That's the whole point. I've been doing this since 2004
13 and done nothing else.
14 And it's always be about refunding money even
15 when people screw you over. I've been screwed over tons
16 and tons of times. It's always refund the money.
17 That's why I keep money circulated like that. I try to
18 keep it up, like try to keep it making money. So make
19 sure I can take care of whatever I'm responsible for.
20 Q. What did Mr. Bryant individually or the entity
21 ultimately invest \$600,000?
22 A. What?
23 Q. Did Bryant eventually invest \$600,000 in the
24 Taylor Swift concert opportunity?
25 A. Yeah, we talked about investing in Drake and

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1 Taylor Swift.
2 (Deposition Exhibit No. 13 marked for identification.)
3 Q. I'm going to show you what's been marked as
4 Deposition Exhibit 13. Deposition Exhibit 13 is Bates
5 numbered FW/4150/depo/Goodspeed/0028 through 33.
6 Do you recognize this document?
7 A. Yes, sir.
8 Q. Purports to be a contract between you and Bryant
9 United with regards to five one off concerts with Taylor
10 Swift. Do you see that?
11 A. Yes, sir.
12 Q. And the investment amount per paragraph 1 is
13 \$600,000, correct?
14 A. Yes, sir.
15 Q. Will you take Exhibit No. 10, the Drake concert
16 agreement and will you put that next to Exhibit 13?
17 A. Yeah.
18 Q. Aside from the name Taylor Swift and the amount
19 of the investments and the time of the investment, are
20 there any material differences between these two
21 contracts?
22 A. No. They all run through the same venue.
23 Q. So they would be the exact same venues?
24 A. Yeah, we was going to try to run it all through
25 the same stuff.

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1 Q. What was your understanding about whether or not
2 Taylor Swift was touring in 2016 or 2017?
3 A. What about it? Wouldn't matter if she's touring
4 or not, just trying to buy spot dates.
5 Q. So what did Mr. Touchins tell you about any
6 negotiations there may have been with Taylor Swift's
7 representatives about a possible concert?
8 A. Just that we was trying to buy spot dates.
9 Q. Trying to buy spot dates from whom?
10 A. From, get Taylor Swift spot dates, that's it,
11 that he was working to get spot dates.
12 Q. Define spot dates for me.
13 A. Spot dates are just one off dates, my bad.
14 They're just one off dates, like, it's not about tours,
15 it's just spot dates. Spot dates mean they're one off
16 dates, that's all, just a one off, like, just any date,
17 any date that you can get booked.
18 Q. Now, this is in March of 2017. And the spot
19 dates at issue take place in June 2017?
20 A. Right.
21 Q. Mr. Goodspeed, we've been talking and you've been
22 a concert promoter for how many years?
23 A. I'm not a promoter.
24 Q. Or you've been a booking agent for how many
25 years?

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1 those concerts?
2 A. Yeah, I moved my money, yes.
3 **Q. And as of today, you are the only person**
4 **continuing to work to make those concert arrangements?**
5 A. There is other people involved, but it's not
6 names that I have to give you.
7 **Q. Are 13 management involved?**
8 A. I don't know.
9 **Q. If I represented to you that 13 management is the**
10 **company owned by Taylor Swift that is her exclusive**
11 **concert promoter and booking agent --**
12 A. That doesn't matter in this business.
13 **Q. Whoa, whoa. If I represent to you that 13**
14 **management is Taylor Swift's company that is her**
15 **exclusive booking agent and concert promoter, would you**
16 **have any reason to disagree with that?**
17 A. I don't know. I don't know if they are or not.
18 If they are it's irrelevant to me. You don't get the
19 business then because that doesn't matter either. You
20 can still book her, people can still go around that and
21 book her, the same thing I told you about Brent Smith.
22 **Q. But 13 management is her.**
23 A. And people still can go -- if you're her friend
24 and you're close friends with somebody who is real close
25 friends with her, you can deal directly with her. And

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1 you can get a deal done directly with her.
2 And whatever she does, you lock it, as long as
3 she gives you the business. It doesn't matter, you're
4 not going to sit and ask all those questions, are you
5 dealing with management. You're not going to do that.
6 **Q. Well, if you're investing somebody's \$600,000,**
7 **you might want to ask that question.**
8 A. I'm responsible for that, I'm responsible for
9 that. I make sure that my client is going to be good.
10 **Q. So as you sit here today, we talked previously**
11 **about \$850,000 that was invested for the Drake concert**
12 **tour, correct?**
13 A. Uh-huh.
14 **Q. And you acknowledged that it is your legal**
15 **responsibility to pay that money back, correct?**
16 A. Yes, sir.
17 **Q. And you've also testified that that \$850,000 in**
18 **fact is accessible to you, correct?**
19 A. I'm saying, yes, I have money out. But that's
20 what we're working on. So you're saying we're talking
21 about this 850,000 and this 600,000. I'm asking, I
22 should be able to ask that.
23 **Q. I ask the questions, that's the fun thing. So my**
24 **next question.**
25 A. That's what we're talking about here. I'm saying

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1 that money is being taken care of.
2 **Q. So my question to you, is the \$600,000 that**
3 **Bryant United invested with you for the Taylor Swift**
4 **concerts, would you agree that it's your responsibility**
5 **to refund that money --**
6 A. It's not my responsibility. It will be refunded.
7 It will be paid back, that's what it comes down to is it
8 will be paid back.
9 **Q. When can you pay that back?**
10 A. It will be paid back once we close everything
11 out, it will be paid back.
12 **MR. REINSCH: Objection; nonresponsive.**
13 **Q. When --**
14 A. It will be paid back. I can't say when. I got
15 you, Jason, I got you.
16 **Q. G.C., this is the problem, you got to listen to**
17 **my question.**
18 **When will you be in a position to refund the**
19 **\$600,000 for the Taylor Swift concerts?**
20 A. The plan right now, I'll tell you that. I say to
21 you if I was going to answer that, just to answer it
22 now, I would say, oh, it will be done in January.
23 That's what I would say. I would say they would be done
24 in January of 2018.
25 **Q. Where would you get that \$600,000?**

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1 A. I have a lot of situations where I'm making
2 money. I'm making money. I have stuff out that's been
3 going on since the top of this year.
4 **Q. So with the Drake and the Taylor Swift**
5 **investments, with those two alone, you are responsible**
6 **for 1.45 million --**
7 A. 1.3 something.
8 **Q. 1.45 million because you received --**
9 A. I know exactly what the number is. I have it
10 wrote down, I know what it is.
11 **Q. Where do you have it broken down?**
12 A. I'm just saying, I know what it is. I have it
13 wrote down on a sheet of paper. I know exactly what it
14 is.
15 **Q. On that note, let's set the Taylor Swift aside.**
16 **Prior to coming to this deposition, what effort,**
17 **if any, did you make to collect documents that were**
18 **requested in the first set of discovery requests to you?**
19 A. I don't have any documents, like, you-all have
20 all the documents. Any documents you-all have, I don't
21 have anything else for you.
22 **Q. So the answer is --**
23 A. I don't have any documents, I don't have anything
24 for you.
25 **Q. So the answer is you did nothing?**

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1 A. Yes.
2 **Q. The next page, March 15th, 2017, is a \$31,395**
3 **check to Vernon Govender. I know you testified earlier**
4 **that Mr. Govender is your landlord; is that correct?**
5 A. Yeah, he's the guy I did the house with.
6 **Q. So what was this \$31,000 check?**
7 A. It was working out the deal that we did.
8 **Q. You talked previously, you had a previous payment**
9 **a little over one month earlier on February 8th, 2017,**
10 **of \$33,890. And my understanding was that was an**
11 **advance payment of six months' rent?**
12 A. We did a rent-to-own. It's how we did the deal.
13 It's just part of the deal we did, that's it, it's part
14 of the deal we did.
15 **Q. So it's a rent-to-own?**
16 A. Both of them are part of the deal we did, that's
17 it.
18 **Q. Is there a written contract with Mr. Govender?**
19 A. No. That's how we did the deal, it has nothing
20 to do with nothing either.
21 **Q. You got to get your focus back.**
22 A. I'm just tired, buddy, I don't feel good. I'm
23 not like I'm with you, we've been in here a long time.
24 To me, I'm not, it's no disrespect to you, I respect you
25 fully.

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1 It's just that I respect everybody in the room.
2 It's just that, to me, it's like we're getting off
3 track. We're here to talk about the money that he put
4 up. That money will be refunded to -- it will be come
5 back. All that money will come back in full, no issues,
6 no problem.
7 This money, you're going through stuff that I
8 paid out of money that's mine, it's mine, like, nobody
9 can tell me how to set up my money, that's crazy.
10 Like if I have -- if you have a million dollars
11 out circulating and working for you and you use that
12 cash, easy to move that cash and set up all these wires
13 and stuff. It's easier to do that when it's out there
14 in the business that we're in, that I'm in.
15 It's easier to do that. So that's the situation.
16 I can put that cash out, I don't have to move that money
17 for that. I can use the money that's already out,
18 that's already out working. That's the thing and that's
19 how that money comes back.
20 **Q. So my question was, you do not have a written**
21 **contract with Mr. Govender?**
22 A. No, I don't.
23 **Q. And this is a lease-to-own deal to purchase the**
24 **house at 1300 Cottonwood Valley?**
25 A. Yes, sir.

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1 **Q. The next page here is a check of \$2,000 to James**
2 **Lemmons?**
3 A. Yeah.
4 **Q. That's Jimmy Lemmons, correct?**
5 A. Yeah, I think that's Jimmy.
6 **Q. Do you know who JML Investments LLC is?**
7 A. No.
8 **Q. What is Mr. Lemmon's business?**
9 A. Jimmy is a real estate agent.
10 **Q. Did he help you -- has he helped you with real**
11 **estate purchases in the past?**
12 A. No. He's like a family member, he's like my
13 brother.
14 **Q. Has he invested with you in concert promotions?**
15 A. No.
16 **Q. Let's flip a couple more pages to March 20th,**
17 **2017. There's a check in the amount \$15,000 again to**
18 **MNR group and you still don't know who MNR is?**
19 A. I really don't, I'm not going to lie, I don't.
20 **Q. The next page, also on March 20th is a \$20,000**
21 **check to Starwood Motors. What was that payment for?**
22 A. That was for an investment deal.
23 **Q. What was that investment?**
24 A. On some car stuff.
25 **Q. Can you be more specific?**

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1 A. That was it. It was on some car dealer stuff and
2 they was going to bring me back some money, that's it.
3 **Q. What car deal was it?**
4 A. There was a couple of them. They were like
5 buying cars and they were going to give me a kickback on
6 the car, give me like \$10,000, that's it. This has
7 nothing to do with anything. It doesn't, it really
8 doesn't.
9 There's no way you can tell it does because it
10 doesn't, Jason. I respect you and I sit up here and
11 answer more, way more than half your questions.
12 **Q. So and again, back to Exhibit 16, your beginning**
13 **balance that month was \$13,239.08; do you see that?**
14 A. I got it.
15 **Q. This is the month in which you received the**
16 **\$620,000 wire -- the \$600,000 total wires from Bryant**
17 **United, correct?**
18 A. Uh-huh.
19 **Q. And at the end of the month, you only had**
20 **\$17,781.74 remaining, correct?**
21 A. Yeah.
22 **Q. So what was your -- as far as the Taylor Swift**
23 **concerts, what was Bryant United's role or obligation,**
24 **if any, with regards to that investment?**
25 A. What do you mean?

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1 hasn't had an opportunity to ask questions. And to the
2 extent that there is some time to ask you questions, I
3 will turn over the floor to receiver's counsel.
4 That said, I'm doing that under objection because
5 I understand that you're going to leave. So what we
6 need to do is to continue the deposition at and
7 immediately at the next available date. You said
8 Wednesday you are available?
9 A. This week is bad. I set this when I found out
10 about this, I found out weeks before. I made it work
11 where I definitely was going to be able to make it
12 today. This week is bad. Mondays are pretty decent to
13 me.
14 That's the thing, Mondays are decent for me.
15 Like that's the most free time for me during the day,
16 just being honest. When I found out about this, I saw
17 the e-mail just said the 27th, I was like, hey, I'm
18 going to do whatever I got to do to make sure that I
19 make it for the 27th and I did that.
20 Q. If we continue the deposition today, again, under
21 my objection, but if we continue it to next Monday,
22 which I believe is December 4th, if we continue it to
23 December 4th, will you be able to attend that deposition
24 so that I can --
25 A. I'll definitely work it out with you. I know

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1 exactly. That's what I was telling her, we're going to
2 come back. That will be Monday the 4th.
3 Q. So you'll commit to return on December the 4th?
4 A. I will let you know for sure, but right now I
5 would say yes. Right now, I would say yes, I'm good
6 with that.
7 Q. The difficulty here is we have a federal judge
8 who told us to do it today, which we started, but it's
9 not finished.
10 A. I didn't know that it took this long. I've never
11 done anything like this so I didn't know. I don't want
12 to take up nobody's time. I didn't feel like I should
13 have been here. I don't know how I got involved in all
14 of this. I'm kind of understanding, but it's just.
15 Q. Then let me -- I'm going to pass the reins to
16 counsel for the receivers for whatever time. So I'm
17 going to pass the reins to them for now.
18 That said, we will continue the deposition next
19 Monday, December 4th.
20 A. If anything changes, I'll let you know ahead of
21 time. I'll confirm with you way ahead of time.
22 Q. And I'm going to confer with you on the record
23 right now that one of your obligations by the court's
24 rule was to respond to those discovery requests.
25 And what that requires is for you to make a good

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1 faith effort to search for responsive documents. And
2 from your testimony today, that hasn't happened?
3 A. I don't have any.
4 Q. I know, but let me finish. But you think that
5 you don't have anything, but you've been talking, you've
6 testified that you and Mr. Bryant have been
7 communicating. You've testified that you do communicate
8 with people via e-mail. And so at a very --
9 A. Communicate with who by e-mail?
10 Q. We've seen e-mail communications. You don't know
11 what I have so it's incumbent upon you to actually
12 search for responsive documents and so I'm conferring
13 with you right now that I'm telling you when you come
14 back on Monday, before Monday, you need to search for
15 documents and come back.
16 If you don't, and especially because it sounds
17 like you do have a few documents and you don't know what
18 we have, but even if we have it, it doesn't matter.
19 A. I do know exactly what you have.
20 Q. If you don't do it, what I'm going to do is file
21 a motion for contempt for violation of the court's order
22 because your obligation was to respond to discovery and
23 we didn't get anything.
24 A. I don't have anything. I don't have anything. I
25 don't have anything, that's the thing, like, you're

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1 being so rude. This is crazy. I don't have anything.
2 I'm telling you, I don't have anything.
3 You have all the contracts. The only thing I did
4 was the contracts and stuff. You have that. You-all
5 went into the bank records, you-all got that. I already
6 knew that. Tim told me this.
7 Tim was the one that told me. He told me, I
8 bumped into him, we talked for a while. He the one that
9 told me this. He let me know. And I said, I
10 understand. He told me all of this, we talked for a
11 while.
12 He told me about the bank records, told me about
13 the contracts, all that stuff, he told me this. He told
14 me all of this. I didn't really talk. I just told him
15 I don't really understand anything but he was, like, you
16 got to come in. We got to get you on the date to come
17 in.
18 I said, okay, I'm willing to work it out,
19 whatever we got to do, I'll work it out for you. At the
20 end of the day, I don't really know what's going on. I
21 do know for a fact the money, all the money is going to
22 be returned in full.
23 That's what I do know. I don't know anything
24 else about anything else going on with this. But on my
25 end, the money is going to be returned in full and

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1 that's it. I was willing to talk to whoever. I'm not
 2 running from anybody in the situation or nothing.
 3 I'm taking care of my responsibility that I have
 4 with the people that I talked to. You-all have nothing
 5 to do with my business. I don't even know nothing.
 6 I'm going to take care of what I'm supposed to
 7 take care of as a man of god, I'm going to take care of
 8 what I'm supposed to take care of. I have nothing to do
 9 with anything else that's going on with this.
 10 **Q. So with that, I will reserve the remainder of my**
 11 **time under my objection, though I can appreciate the**
 12 **difficulty you're in right now. And I'm going to pass**
 13 **the reins to counsel for the receiver and we'll continue**
 14 **the deposition for my time at least on December 4th at**
 15 **9:00 a.m.**
 16 **EXAMINATION**
 17 **BY MS. WALLACE:**
 18 **Q. Hi, Mr. Goodspeed, my name is Mackenzie Wallace**
 19 **and I'm counsel to the receiver and before I turn over**
 20 **the reins to Mackenzie Salenger who is going to ask you**
 21 **a few questions, I want to make sure that we have on the**
 22 **record as well that although we understand the position**
 23 **that you're in, we also object because we cross-noticed**
 24 **this deposition and have not had the opportunity to ask**
 25 **the full extent of the questions that we were prepared**

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1 to ask today.
 2 And because the receiver is going to have to
 3 incur the costs of sending counsel a separate day to the
 4 deposition, that being said, we've got less than the
 5 seven hours that we're allowed to have under the rules,
 6 under Federal Rule of Civil Procedure 30.
 7 I think we've only got an hour and a half, maybe
 8 tops of two, two and a half hours of questions. So if
 9 you could stay today, we could probably finish that up,
 10 at least our portion.
 11 Is it your -- is it impossible for you to stay
 12 today?
 13 A. I would say 3:45.
 14 **Q. Okay. So then we want to formally make sure that**
 15 **our objection is on the record.**
 16 **MS. WALLACE:** But that given the position
 17 that Mr. Bryant, the Defendant Bryant is in, Mr. Bryant,
 18 would you be able to ask the questions that you have
 19 today in the next 30 or 45 minutes so that at least
 20 perhaps you wouldn't have to come back.
 21 I'm just trying to as a courtesy see because
 22 I know we can't finish up. And so we have to come back
 23 regardless. But if you could ask your questions, we're
 24 happy to pass to you with the understanding that we
 25 could finish a different day.

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1 Would that be agreeable to you? Is that
 2 agreeable to you, Jason?
 3 **MR. REINSCH:** That's agreeable to me.
 4 **MS. WALLACE:** Okay, perfect. Then what
 5 we're going to do is pass the witness with the
 6 understanding that we still have questions that we're
 7 reserving for a future date. I think we've agreed to
 8 December 4th, Monday, December 4th?
 9 A. As of right now, yeah.
 10 **Q. Okay, perfect. All right.**
 11 **EXAMINATION**
 12 **BY MR. BRYANT:**
 13 **Q. G.C., you know who I am?**
 14 A. Yes.
 15 **Q. We've met before?**
 16 A. Yes.
 17 **Q. We've had conversations in regards to investments**
 18 **with your organization and the venues and the people**
 19 **that Jason has mentioned, correct?**
 20 A. Yes.
 21 **Q. At any time have I ever shown a neglect of**
 22 **management of this investment with you?**
 23 A. No.
 24 **Q. Have I ever shown, have I ever disclosed that any**
 25 **of this money that was coming back to me was for benefit**

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1 of myself at all?
 2 A. No, not at all.
 3 **Q. At the time in question when the dates of this**
 4 **contract were not met, did I show concern or a need for**
 5 **the capital of my investment returned, or if not,**
 6 **renegotiated a new date of return that might benefit the**
 7 **company or the investment group?**
 8 A. It was about trying to negotiate a new date that
 9 could benefit the company.
 10 **Q. At the time that the new date was not met, have I**
 11 **not shown a concern that the principal needs to be**
 12 **returned in full?**
 13 A. Yes, you showed concerned.
 14 **Q. Have I talked to you about any profits needed out**
 15 **of this at all, other than just the principal being**
 16 **returned?**
 17 A. Just the principal.
 18 **Q. And the principal being returned is not for my**
 19 **benefit at all, have I made that perfectly clear to you?**
 20 A. Made that very clear.
 21 **Q. And that there's investors involved here and in**
 22 **everything that I do there's always an investor involved**
 23 **and my number one duty is to protect the interests,**
 24 **financial interests of my investors involved; is that**
 25 **correct?**

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1 A. Yes.
2 **Q. So my question to you is going to be, when are**
3 **you going to return the principal on my investor's money**
4 **so we can give it back to the investors where it**
5 **rightfully needs to be?**
6 A. I'm saying I told you before we try to look to
7 close out before the end of the year.
8 **Q. There's no specific dates?**
9 A. No, no specific date.
10 **Q. Every dollar that I gave you had a name to**
11 **attached to G.C. Every dollar that I gave you I answer**
12 **questions for and I do it to the best of my ability and**
13 **I do it the best merit I can.**
14 A lot of these people were family and my investor
15 group were not strangers, they were family and friends.
16 **When I gave you that money I said that to you?**
17 A. Yes, you did.
18 **Q. Did I not?**
19 A. Yes, you did.
20 **Q. Did I say the company represents family and**
21 **friends, did I say that to you?**
22 A. Yes.
23 **Q. So I never misled you in any way, shape, or form**
24 **that my investment were to benefit family and friends?**
25 A. No, you didn't.

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1 **Q. And that the dates, the specific dates in**
2 **question were very important to me because I have**
3 **commitments to those family and friends, contractual**
4 **commitments that I do not violate and do not want to**
5 **violate?**
6 A. Yes, you did say that.
7 **Q. And that at any time that we do not meet those,**
8 **I'm financially responsible for covering them out of my**
9 **own proceeds, did I not speak that to you?**
10 A. Yes, you did.
11 **Q. I don't really know how depositions go, G.C. I'm**
12 **not an attorney, you know that. I'm a businessman,**
13 **that's all I am.**
14 So I'm going to end this with the principal needs
15 to come back and it needs to come back in an accelerated
16 fashion. My people need their money back, simple as
17 that.
18 If you have it out there working, good for you.
19 If you spent my money inappropriately, shame on you.
20 The bottom line at the end of the day is I believe in
21 the people that I invest with, and I believe that you'll
22 return this money.
23 I'm asking you to do it quickly so this money can
24 go back to its appropriate place and we can move on to
25 an issue I have with the Securities and Exchange

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1 **Commission and another party that has nothing to do with**
2 **you.**
3 A. I respect that.
4 **MR. BRYANT:** That sounded more like
5 testimony.
6 **MR. REINSCH:** You have the right to ask
7 questions.
8 **MR. BRYANT:** That's all I have. I have no
9 other questions.
10 **MR. REINSCH:** I do want to state for the
11 record so, Mr. Bryant, I believe you understand this as
12 well.
13 The court has appointed a receiver over
14 Bryant United Capital Funding's assets as well as
15 Mr. Bryant's individual assets. So as Mr. Bryant
16 understands to the extent any money is or when money is
17 returned, the actual money needs to be directed to the
18 receiver established by the court.
19 **THE WITNESS:** That's your?
20 **MS. WALLACE:** That's my client, Jennifer
21 Ecklund, we are counsel to her.
22 **THE WITNESS:** I got what you're saying.
23 **MS. WALLACE:** We're on all the formal
24 documents that you received as well.
25 **EXAMINATION**

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1 **BY MS. SALENGER:**
2 **Q. Hello, Mr. Goodspeed, my name is Mackenzie**
3 **Salenger, and as I mentioned before, I'm an attorney**
4 **with Thompson and Knight and I represent the receiver in**
5 **this matter.**
6 And as we stated, we do have a few questions for
7 you. So just by way of background, on May 15th, 2017,
8 Judge Amos Mazzant in the United States District Court
9 for the Eastern District of Texas entered an order
10 appointing Ms. Jennifer Ecklund as receiver in a case
11 styled SEC versus Thurman P. Bryant III et al. And we
12 represent Ms. Ecklund as the receiver in that lawsuit.
13 Do you understand who we represent in this case?
14 A. I'm hearing the name, but I don't know who she
15 is.
16 **Q. But you do understand that we represent Ms.**
17 **Ecklund as the receiver in this lawsuit?**
18 A. She's the receiver, like how is she -- I don't
19 know.
20 **Q. So Mr. Goodspeed, you understand that we do not**
21 **represent you in this lawsuit and you understand that we**
22 **do not represent Mr. Bryant in this lawsuit?**
23 A. Right, I do understand that, yes.
24 **Q. You do understand that we represent the court**
25 **appointed receiver in this lawsuit who is marshaling the**

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1 **Q. And when was that?**
2 A. I don't remember, I think we did meet once.
3 **Q. Was it the month of November?**
4 A. I don't think so, no.
5 **Q. Was it in May?**
6 A. I don't remember.
7 **Q. Can you give me an approximate date of when you**
8 **met with him?**
9 A. I don't know, I don't know.
10 **Q. And in your conversations with Trey since May of**
11 **2017, have you ever discussed this lawsuit?**
12 A. Yeah, like, not really discussed it, just, I'm
13 saying, I just told him I don't really understand what's
14 going on. All I know is my obligation toward him,
15 that's it, that's all we talk about.
16 **Q. What specifically about this lawsuit did you talk**
17 **about with Trey Bryant?**
18 A. All I talked to him about is the money coming
19 back, that's it.
20 **Q. And when did you have that conversation about the**
21 **money coming back to --**
22 A. We talked about that a couple of times.
23 **Q. And when were those conversations?**
24 A. Spoke a week or two ago.
25 **Q. In addition to the last week or two that you did**

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1 **speak with Trey Bryant, when previously had you spoken**
2 **with him about this case?**
3 A. A number of times.
4 **Q. Did you speak with him in May about this case?**
5 A. Yeah, I think so.
6 **Q. And since May until --**
7 A. Whenever I found out about it, I talked to him
8 because I didn't know what it was.
9 **Q. And when you have spoken with Trey, what did Trey**
10 **say about that lawsuit?**
11 A. Just, I didn't really get into it with him. I
12 told him I didn't really understand it and I really
13 didn't want anything to do with it.
14 He was just focused on giving these people their
15 money back, whatever the people that take this money,
16 whoever, this dude, this Wammel dude, or whatever,
17 saying about he wants to do whatever he needs to do to
18 make sure they get their money back.
19 That was the only thing that we really talked
20 about.
21 **Q. Did Mr. Bryant say anything else about this**
22 **lawsuit?**
23 A. That was really it, just talking about giving the
24 people their money back. That was it, that was it.
25 This guy done took this money.

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1 **Q. Could you repeat which guy did he say took the**
2 **money?**
3 A. This Arthur Wammel dude, whatever that guy is,
4 that Wammel people.
5 **Q. And you mentioned earlier that you have heard of**
6 **Arthur Wammel before?**
7 A. Yes. Because I found out with this, I found out
8 when I started getting this stuff in the mail and stuff.
9 **Q. Prior to receiving this information in the mail**
10 **from the court, did you -- have you heard of Arthur**
11 **Wammel before?**
12 A. No.
13 **Q. And you've never spoke went Arthur Wammel,**
14 **correct?**
15 A. No, ma'am.
16 **Q. What is your relationship with Brandy Bryant?**
17 A. Brandy Bryant? That's his wife.
18 **Q. And have you met her?**
19 A. No.
20 **Q. Have you spoken with Brandy Bryant?**
21 A. No.
22 **Q. So it's your testimony today that you've never**
23 **spoken with Brandy Bryant over the phone, via text**
24 **message, via e-mail or in person?**
25 A. I spoke to her once on the phone because I called

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1 for him and she answered the phone.
2 **Q. Other than that one time, you've never**
3 **communicated with Brandy Bryant for any extended period**
4 **of time?**
5 A. No, not that I remember, I don't think so.
6 **Q. Has Brandy Bryant every invested with you?**
7 A. No, ma'am.
8 **Q. What is your relationship with Sonny Bryant,**
9 **Trey's father?**
10 A. I don't know.
11 **Q. You've never met Sonny Bryant?**
12 A. No.
13 **Q. Have you ever had a conversation with Sonny**
14 **Bryant?**
15 A. No.
16 **Q. Are you aware that Trey Bryant's full name is**
17 **Thurman P. Bryant III?**
18 A. Yes.
19 **Q. Do you know what Sonny Bryant's full name is?**
20 A. No.
21 **Q. Have you ever seen the name Thurman P. Bryant**
22 **Jr.?**
23 A. No, I don't think so, no, not that I recall.
24 **Q. And to confirm, just to make sure that I have**
25 **this correctly, you've never communicated with Sonny**

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1 And it was like I felt the same way. And then it
2 was like, I start seeing all this stuff out of nowhere
3 and it kind of caught me off guard. So I didn't
4 understand it.
5 And just basically, letting me know he's not a
6 bad guy, stuff like that, he was really talking to me
7 about that. He was saying he didn't do anything wrong.
8 At the time I was just like, the stuff is so crazy what
9 was going on, I wasn't really trying to hear about it.
10 **Q. Other than that phone conversation that you had**
11 **about a month and a half to two months ago, have you**
12 **spoken with him previously about this lawsuit?**
13 A. No.
14 **Q. When you did communicate more frequently with**
15 **Mr. Mackey, did you speak with him via text message?**
16 A. No, just talking on the phone.
17 **Q. So you exclusively spoke with him on the phone?**
18 A. Yeah, the last two conversations I had with him,
19 we talked on the phone.
20 **Q. I apologize, let me rephrase.**
21 **In the entirety of your conversations with**
22 **Mr. Mackey, did you ever speak with him via e-mail?**
23 A. No.
24 **Q. To confirm, you've never spoken with Mr. Mackey**
25 **via e-mail?**

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1 A. No, I don't believe so, I don't think so. I
2 haven't spoke to him about nothing in e-mail, no.
3 **Q. Have you communicated with Mr. Mackey in person?**
4 A. No, not lately.
5 **Q. When was the last time you spoke with him in**
6 **person?**
7 A. A while ago, months ago.
8 **Q. How many months ago?**
9 A. Long time ago, I don't remember.
10 **Q. More than one month ago?**
11 A. Yes, definitely.
12 **Q. More than three months ago?**
13 A. Yes.
14 **Q. More than six months ago?**
15 A. Yes.
16 **Q. More than a year ago?**
17 A. Maybe not more than a year ago.
18 **Q. So at some point between six months to one year,**
19 **you spoke with Mr. Mackey in person?**
20 A. Yes, I believe so, I think so, maybe on the
21 phone.
22 **Q. Have you heard of the name Domingo Rodriguez?**
23 A. Yes.
24 **Q. Who is Domingo Rodriguez?**
25 A. I don't really know who he is.

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1 **Q. How do you know Domingo Rodriguez?**
2 A. I heard the name from Joseph.
3 **Q. And when did you hear this name from Joseph?**
4 A. I don't know, it was a while ago.
5 **Q. How long ago?**
6 A. I don't know who that is, it was a while ago.
7 **Q. You did state that Mr. Mackey was the person who**
8 **informed you of Domingo Rodriguez?**
9 A. I think so.
10 **Q. And when did you have that conversation with**
11 **Mr. Mackey?**
12 A. I don't know, a while ago.
13 **Q. How long is a while ago?**
14 A. I don't know, I really don't know. I don't know,
15 I don't even know who that is. That's the thing, I
16 don't know who it is.
17 **Q. So you've never had a conversation with**
18 **Mr. Rodriguez?**
19 A. I don't even know who it is, I just heard his
20 name.
21 **Q. And other than hearing his name, did you hear**
22 **anything else about Mr. Rodriguez?**
23 A. No.
24 **Q. When was the first time that you had heard of**
25 **Bryant United Capital Funding?**

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1 A. In January.
2 **Q. And was that in your conversation with**
3 **Mr. Mackey?**
4 A. No. It was when I first talked to Trey.
5 **Q. Were you aware that Bryant United had investors?**
6 A. Yes, he told me that, yes.
7 **Q. What did Trey tell you about the investors of**
8 **Bryant United?**
9 A. He had investors, that was it, he had been
10 dealing with for years.
11 **Q. And what else did he say?**
12 A. That he works to make them money, the best
13 interests for them to make money, that was it.
14 **Q. So Trey said that he, just to confirm that I have**
15 **this correctly, Trey told you that he had investors with**
16 **Bryant United and he was doing everything possible to**
17 **make them money?**
18 A. Right, yeah, that was it, he was working to make
19 them money.
20 **Q. And did you ever speak with anyone else other**
21 **than Trey Bryant about Bryant United?**
22 A. No.
23 **Q. Have you ever spoken with an investor of Bryant**
24 **United?**
25 A. No, ma'am.

CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | December 1, 2017 to December 31, 2017

Withdrawals and other debits - continued

[REDACTED]

12/11/17 WIRE TYPE:WIRE OUT DATE:171211 TIME:1050 ET [REDACTED] -4,500.00
[REDACTED] BNF:BRANDI BRYANT [REDACTED] BNF BK:CAPITAL ON E, NA [REDACTED]
[REDACTED] Services

[REDACTED]



Your checking account

CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | February 1, 2018 to February 28, 2018

Deposits and other credits

[REDACTED]			
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Withdrawals and other debits

[REDACTED]			
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02/09/18	WIRE TYPE:WIRE OUT DATE:180209 TIME:1626	[REDACTED]	-35,000.00
	BRANDI BRYANT	BNF BK:CAPITAL ON E, NA	
	Services		

[REDACTED]			
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From: Hudson, Timothy E.
Sent: Wednesday, April 04, 2018 4:33 PM
To: Trey Bryant; mrtopagent@yahoo.com
Cc: Salenger, Mackenzie; Wallace, Mackenzie; Reinsch, Jason; Galloway, Toby <tgalloway@winstead.com> (tgalloway@winstead.com); Ardoin III, Jimmy (jardoin@joneswalker.com)
Subject: SEC v. BUCF, et al. - Receiver's Request for Return of Funds

Mr. Bryant and Mr. Goodspeed:

The Receiver recently reviewed the documents produced by Bank of America in response to the SEC's subpoena requesting records relating to Mr. Goodspeed's account. As evidenced by the produced documentation, there were two separate transfers from Mr. Goodspeed's account to Mrs. Brandi Bryant in the amounts of \$4500.00 (December 11, 2017) and \$35,000.00 (February 9, 2018). It is the Receiver's position that these transfers violate the Receivership Order.

In accordance with the Receiver's obligation to the Court and the duties under the Receivership Order, we are asking whether you are willing to voluntarily return these funds to the Receiver. If we are unable to reach an agreement regarding the return of the funds, the Receiver is obligated to bring these transfers to the Court's attention.

Please let me know whether you are willing to return these funds. I'm also happy to talk through this request with you in the hopes of reaching a resolution that does not necessitate Court involvement.

If you are unwilling to return the funds as requested, please let me know whether you will oppose the Receiver's motion to show cause as to why you should not be held in contempt for failure to comply with the Receivership Order.

Thanks,

Tim

Tim Hudson | Thompson & Knight LLP
Partner

One Arts Plaza, 1722 Routh Street, Suite 1500, Dallas, Texas 75201
(214) 969-1540 (direct) | (214) 880-3132 (fax)
tim.hudson@tklaw.com | www.tklaw.com
[vCard](#)

This message may be confidential and attorney-client privileged. If received in error, please do not read. Instead, reply to me that you have received it in error and delete the message.

From: Trey Bryant <treybryant03@gmail.com>
Sent: Wednesday, April 04, 2018 4:54 PM
To: Hudson, Timothy E.
Cc: mrtopagent@yahoo.com; Salenger, Mackenzie; Wallace, Mackenzie; Reinsch, Jason; Galloway, Toby <tgalloway@winstead.com> (tgalloway@winstead.com); Ardoin III, Jimmy (jardoin@joneswalker.com)
Subject: Re: SEC v. BUCF, et al. - Receiver's Request for Return of Funds

The money you have questioned has nothing to do with the receivers order or control. The money in question is not related to BUCF the BUCF investors or any money associated with the case in question. The order controls only transfers related to BUCF investors funds or related funds. But, please feel free to, once again, misrepresent yourself and the situation and mislead the court with the burden of your fabricated stories. I will be interested to know what fabricated story you make up to push your personal agenda this time.

Thanks,

Trey Bryant, III
281-299-5311

Please excuse any spelling and/or grammatical errors this message was sent through my mobile device.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

SECURITIES AND EXCHANGE	§
COMMISSION	§
Plaintiff,	§
	§
	§
v.	§
	§
THURMAN P. BRYANT, III and	§
BRYANT UNITED CAPITAL FUNDING,	§
INC., ARTHUR F. WAMMEL, WAMMEL	§
GROUP, LLC, CARLOS GOODSPEED	§
a/k/a SEAN PHILLIPS a/k/a GC d/b/a TOP	§
AGENT ENTERTAINMENT d/b/a/ MR.	§
TOP AGENT ENTERTAINMENT,	§
	§
Defendants,	§
	§
and	§
	§
THURMAN P. BRYANT, JR.,	§
	§
Relief Defendant.	§

Case 04:17-CV-00336-ALM

ORDER SETTING SHOW CAUSE HEARING

On this date, the Court considered the *Receiver’s Motion for Order Compelling Defendants Thurman P. Bryant, III and Carlos Goodspeed to Appear and Show Cause Why They Should Not be Held in Contempt for Failure to Comply with Order of the Court* (the “Motion”).¹ The Court, having considered the Motion, finds that the Motion should be granted in part. Accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT Defendants Thurman P. Bryant, III and Carlos Goodspeed shall appear before the Court in person on

¹ All capitalized terms not expressly defined herein shall have the same meaning as ascribed in the Motion.

_____, 2018 at ____ a.m./p.m. to show cause why they should not be held in contempt.

IT IS FURTHER ORDERED THAT if either Defendant Thurman P. Bryant, III or Defendant Carlos Goodspeed intends to file a written response to the Motion, he shall do so on or before _____, 2018 at ____ a.m./p.m.

FURTHER, the Court reserves its ruling on the remaining requests for relief set forth in the Motion until the conclusion of the aforementioned show cause hearing.

IT IS SO ORDERED.