

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

**SECURITIES AND EXCHANGE COMMISSION :**

Plaintiff, :

v. :

Civil Action No.: 4:17-cv-00336-ALM

**THURMAN P. BRYANT, III, :  
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, :

**THURMAN P. BRYANT, JR., :**

Relief Defendant. :

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S EMERGENCY MOTION  
TO EXPAND RECEIVERSHIP, AND FOR ASSET FREEZE, PRELIMINARY  
INJUNCTION, AND ORDER TO MAKE ACCOUNTING**

Dated: April 30, 2018

Respectfully submitted,

/s/ Jason P. Reinsch

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The First Amended Complaint [Dkt. No. 154] details how Defendant Carlos Goodspeed a/k/a Sean Phillips a/k/a GC d/b/a Top Agent Entertainment d/b/a Mr. Top Agent (“Goodspeed”) defrauded investors of Defendants Thurman P. Bryant, III (“Bryant”) and Bryant United Capital Funding, Inc. (“BUCF”; collectively the “Bryant Defendants”) of at least \$1.37 million through fraudulent securities offerings. If victimizing these investors was not enough, Goodspeed continues to actively defraud these investors—and to violate this Court’s asset freeze and receivership orders—by funneling investor funds back to Bryant for his personal expenses, as demonstrated throughout the accompanying evidentiary Appendix.<sup>1</sup> Plaintiff Securities and Exchange Commission (“Plaintiff,” “Commission,” or “SEC”) moves this Court to halt Goodspeed’s ongoing securities violations and to preserve the Commission’s ability to recover assets for the benefit of defrauded investors by entering orders against Goodspeed that: (a) expand the existing receivership to include him; (b) impose an asset freeze over his assets; (c) preliminarily enjoin him from further violations of the federal securities laws; and (d) order him to provide the SEC and the Court-appointed receiver with an accounting of his assets.<sup>2</sup>

# I. INTRODUCTION AND SUMMARY OF REQUESTED RELIEF

The Commission files this motion to halt Goodspeed’s ongoing securities violations and to preserve the ability of the Commission and the Receiver to recover and/or preserve assets for the benefit of defrauded investors.

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<sup>1</sup> The Statement of Facts section, below, reflects page-number citations to the Appendix such that, for example, the citation “App. 1, 59, 101.” refers to pages one, 59, and 101 of the Appendix.

<sup>2</sup> The Court may grant the Commission’s requested, emergency relief without an evidentiary hearing. Pursuant to Fed. R. Civ. P. 43(c), the Court may decide the Motion on the basis of affidavits, declarations, deposition excerpts, and/or exhibits. *See, e.g., FSLIC v. Dixon*, 835 F.2d 554, 558-59 (5th Cir. 1987); *E. E. Maxwell Co. v. Arti Decor, Ltd.*, 638 F. Supp. 749, 751 n.3 (N.D. Tex. 1986) (Fitzwater, J.).

The Commission named Goodspeed as a relief defendant in its original complaint [Dkt. No. 1] based on his receipt of ill-gotten investor funds from the Bryant Defendants. However, evidence adduced in discovery reveals that Goodspeed also operated a fraud that victimized BUCF investors. Through a series of misrepresentations and omissions, Goodspeed convinced Bryant to invest \$1.37 million of BUCF investor funds for the stated purpose of investing in various events including two concert series featuring Drake and Taylor Swift. These concert series were complete fabrications, and Goodspeed knew it. Based on this conduct, the SEC amended its complaint [Dkt. No. 154] to name Goodspeed as a primary defendant and to allege that he violated Section 17(a)(2) of the Securities Act of 1933 (“Securities Act”) and Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5(b) thereunder.

But Goodspeed’s actions during the pendency of this lawsuit—especially in the face of this Court’s orders aimed at protecting the aggrieved BUCF investors and their assets—necessitate that the assets he continues to hold or otherwise control be protected from further dissipation. In violation of the asset-freeze provisions of this Court’s *Ex Parte* Order Granting Motion for Temporary Restraining Order Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency Relief, and Setting Hearing Date on Plaintiff’s Preliminary-Injunction Motion [Doc. 16, ¶¶15-16, 18-19 (the “Asset Freeze Order”)] and the Amended Order Appointing Receiver [Dkt. No. 48 (the “Receivership Order”)], Goodspeed admits he has continued to work with Bryant—after the Court entered its Asset Freeze Order on May 15, 2017—to pursue unidentified investments with BUCF investor funds that should be frozen and/or turned over to the Court-appointed receiver. Further, bank records produced by Bank of America in response to an SEC subpoena reveal that, as recently as March 27, 2018, Goodspeed has continued to funnel money—that should be frozen

by this Court's orders—to Bryant through a bank account opened in the name of Bryant's wife, Brandi Bryant ("Mrs. Bryant"), as well as through a bank account jointly held by Bryant and Mrs. Bryant. Since the entry of the Asset Freeze Order and the Receivership Order, Goodspeed has funneled approximately \$100,000 or more in BUCF investor funds back to Bryant.

In order to halt this ongoing fraudulent conduct and to preserve and marshal assets for the benefit of aggrieved investors, the Commission moves the Court to: (a) expand the Receivership in this case [Dkt. Nos. 17 & 48] to include Goodspeed; (b) order that Goodspeed's assets are frozen until further order of this Court; (c) preliminarily enjoin Goodspeed from committing any further violations of the antifraud provisions of the federal securities laws; and (d) order Goodspeed to provide the Commission and the Receiver with an accounting of his assets.

## II. STATEMENT OF FACTS

### A. The Bryant Defendants' Initial Fraud

On May 15, 2017, the Commission filed its original Complaint, alleging that the Bryant Defendants violated the antifraud provisions of the federal securities laws. [Dkt. No. 1.]

Between March 2011 and May 2017, the Bryant Defendants raised approximately \$22.7 million from approximately 100 investors in Texas and other states, through materially false and misleading statements and omissions of material facts. (App. 2-3 at ¶¶ 4, 5.) Specifically, the Bryant Defendants promised investors that their funds would be safely preserved in a secure escrow account and used for the *sole* purpose of serving as proof-of-funds to enable BUCF to secure a line of credit with which to pursue a mortgage-related investment program. (App. 2-3 at ¶ 4.) However, the Bryant Defendants knew that these promises were false, because: (a) no secure escrow accounts existed; (b) there was no mortgage-related investment program; (c) the Bryant Defendants commingled investor funds in a single deposit account controlled by Bryant;

and, among other things, (d) Bryant transferred \$1.37 million to Goodspeed without the consent or knowledge of BUCF investors. (App. 3 at ¶ 5.) Based on his receipt of ill-gotten investor funds from the Bryant Defendants, the Commission initially named Goodspeed as a relief defendant in its Complaint. However, after conducting preliminary discovery in this matter, the Commission learned that Goodspeed had been operating his own investment fraud.

## **B. Goodspeed's Fraud**

After the Commission began questioning the Bryant Defendants about what they were doing with BUCF investor funds, the Bryant Defendants pivoted and began investing these funds with Goodspeed in purported concert tours and celebrity appearances. In total, between January 22, 2017 and March 13, 2017, the Bryant Defendants wired \$1.37 million of BUCF investor money to Goodspeed. (App. 11-15.)<sup>3</sup>

In January 2017, Bryant first invested BUCF investor funds with Goodspeed in connection with an alleged Lil Wayne Super Bowl party event in Houston, Texas. (App. 18 at 108:9-11; App. 19 at 117:23-25.) Pursuant to an Investment/Partner Agreement dated January 22, 2017 ("Lil Wayne Agreement"), Bryant invested \$150,000 of BUCF investor funds to receive a profit of \$80,000 by no later than February 6, 2017. (App. 47.) Goodspeed also guaranteed the return of the \$150,000 principal investment if the event was cancelled or postponed. *Id.*; App. 19-20 at 130:19-131:6. However, instead of receiving the \$230,000 distribution on February 6, 2017, Bryant, on behalf of BUCF, agreed to roll over the \$230,000 into new investments in Drake and Taylor Swift concert series. (App. 22 at 143:2-14; App. 45-

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<sup>3</sup> In addition to \$1.37 million from Bryant, Goodspeed received approximately \$500,000 from additional investors affiliated with Bryant. On March 31, 2017, Goodspeed received \$200,000 from two individuals that had also invested in BUCF (K. Zschappel and R. Zschappel). On April 17, 2017, Goodspeed received \$200,000 from Bryant's father, Relief Defendant Thurman Bryant, Jr. On May 12, 2017, Goodspeed received \$100,000 from Pro B Entertainment Group, LLC, an entity controlled by Mrs. Bryant. Goodspeed received funds from other individuals and continued to spend these funds in a manner that was not consistent with producing, promoting, or operating concerts. (App. 6 at ¶ 21.)

46.) Goodspeed's bank statements reflect that, on or around February 6, 2017, Goodspeed did not have \$230,000 to pay BUCF if Bryant requested it. (App. 5 at ¶ 20; App. 49-50.)

Goodspeed then solicited Bryant to make another investment of BUCF investor funds, in a purported concert series headlined by Drake. Pursuant to a February 7, 2017 Investor Agreement ("Drake Agreement"), BUCF invested \$850,000 with Goodspeed to fund a five-date concert tour for Drake between March 2017 and June 2017. (App. 55-60.) In that agreement, Goodspeed stated that the \$850,000 investment would "be immediately used for the initial deposit for the concert events." (App. 55 at ¶ 2.) In return, BUCF was to receive the return of its principal investment plus \$900,000 from the net profits of ticket sales "within approximately five (5) business days following the final concert date." (App. 56 at ¶ 5.) Goodspeed again guaranteed the return of BUCF's principal investment if the Drake concert series was cancelled or postponed. (App. 58 at ¶ 11.)

Goodspeed next solicited Bryant to invest BUCF investor funds in a purported concert series headlined by Taylor Swift. Pursuant to a contract titled Investor Agreement and dated March 7, 2017 ("Swift Agreement"), BUCF, through Bryant, invested \$600,000 with Goodspeed to fund a five-date concert tour for Taylor Swift between June 2017 and August 2017. (App. 62-66.) In that agreement, Goodspeed stated that the \$600,000 investment would "be immediately used for the initial deposit for the concert events." (App. 62 at ¶ 2.) In return, BUCF was to receive the return of its principal investment plus \$400,000 from the net profits of ticket sales "on or before July 1<sup>st</sup>, 2017." (App. 63 at ¶ 5(b).) Goodspeed again guaranteed the return of BUCF's \$600,000 principal investment if the Taylor Swift concert series was cancelled or postponed. (App. 65 at ¶ 11.)

Not only did the Drake and Taylor Swift concert series never occur [App. 29 at 167:10-14; 39 at 208:8-13], but Goodspeed never actually had any genuine plans for them to occur. Management representatives for Drake and Taylor Swift have confirmed that neither Goodspeed nor the Bryant Defendants have any investments in any concerts or tours. (App. 67 at ¶ 3; 68 at ¶ 3.) Further, they each confirmed that no concert tours were planned or contemplated during the relevant time periods. (App. 67 at ¶ 4; 68 at ¶ 4.) When confronted with these facts during his deposition, Goodspeed provided no details about any efforts he made to schedule the Drake or Taylor Swift concerts. (App. 25-26 at 147:24-148:10; 38-39 at 207:2-208:2.) Instead, Goodspeed generically claimed that unspecified parties, who he refused to fully identify<sup>4 5</sup>, were working to schedule the respective concerts. (App. 23-24 at 144:16-145:4; 38-39 at 207:10-208:2.)

However, Goodspeed's bank records don't lie: there are no expenditures to promote concert tours for Drake or Taylor Swift. (App. 4 at ¶ 16.) Indeed, Goodspeed admits that BUCF investor funds were not used for these purposes. (App. 32 at 174:5-14; 36 at 196:17-25; 40 at 216:8-12.) In fact, Goodspeed's bank records reveal that he used the BUCF money to bankroll a lavish lifestyle, to pay back investors from prior schemes, and to pay other personal debts including restitution from an unrelated criminal fraud conviction. (App. 5-6 at ¶¶ 18-20.)

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<sup>4</sup> As to the Drake tour, Goodspeed testified that he was working with "Chauncey" to invest in this tour. (App. 23 at 144:16-25.) Goodspeed could not identify Chauncey's last name. (App. 24 at 145:3-4.) Goodspeed also could not identify Chauncey's phone number even though he purportedly communicates with him over the phone. (App. 27.a – b, at 156:21-157:4.)

<sup>5</sup> As to the Taylor Swift tour, Goodspeed only testified that a person named "Mike Touchins" brought the tour investment to his attention. (App. 34 at 193:8-16.) Goodspeed claimed to not have Mr. Touchins' phone number and refused to identify how he was able to contact Mr. Touchins. (App. 35 at 194:7-23.) Goodspeed also testified that he was still attempting to promote the Taylor Swift concert series, but he refused to identify any other persons such as representatives of Taylor Swift that he is working with. (App. 38-39 at 207:2-208:2.)



Goodspeed's practice was to spend funds within days of receiving them, often spending the entire amount received within days. (App. 5 at ¶ 19.) For larger receipts, Goodspeed would spend the funds within a month. *Id.* For example, on January 16, 2017, Goodspeed had less than \$200 in his Comerica account xx6232 ("Comerica Account"). *Id.* On January 17, 2017, Goodspeed received \$100,000 from BUCF. *Id.* The next deposit into the Comerica account—\$50,000 from BUCF—occurred on January 23, 2017. *Id.* From January 18, 2017 through January 30, 2017, Goodspeed spent:

- \$63,000 to make payments to persons other than BUCF;
- \$35,000 in cash withdrawals;
- \$28,000 on retail purchases (including a single purchase of \$23,000 at a jewelry store);
- \$10,000 on tickets to various sporting events and concerts;
- \$7,000 for debt and child support payments; and
- \$7,000 in travel costs.

*Id.* By January 30, 2017, the Comerica Account held only \$58. *Id.*

On February 8, 2017, Goodspeed's Comerica Account had a credit balance of \$1,272, until he received \$620,000 from BUCF. (App. 5-6 at ¶ 20; 49-53.) Over the next month, Goodspeed depleted these funds to a balance of \$799 on March 8, 2017. (App. 5-6 at ¶ 20.)

These funds were spent as follows:

- \$344,000 to persons other than BUCF;
- \$137,000 in automobile purchases;
- \$72,000 in retail purchases (including a single \$38,000 purchase of furniture);
- \$48,000 in cash withdrawals;

- \$10,000 in debt, child support, and adult probation payments; and
- \$6,000 on tickets to various sporting events and concerts;

*Id.* Goodspeed admitted during his deposition that none of these expenditures were in anyway connected with the alleged Drake concert promotion. (App. 32 at 174:5-14; 33 at 182:22-24.)

**C. Goodspeed and Bryant Continue to Ignore and Violate the Court’s Asset Freeze and Receivership Orders**

On July 19, 2017, the Court entered the Receivership Order,<sup>6</sup> directing the court-appointed receiver—Jennifer Ecklund—to marshal, conserve, hold, and operate the assets of the Bryant Defendants, and Defendants Arthur F. Wammel, Wammel Group Holdings Partnership, and Wammel Group, LLC pending further order of the Court.<sup>7</sup> [Dkt. No. 48]. The Receivership Order also declared that “all Receivership Assets are frozen until further order of the Court.” *Id.* at ¶ 3; *see also id.* at ¶ 15 (ordering all receivership assets to be delivered to the Receiver), ¶ 16(a) (precluding the transfer or sale of receivership assets except as ordered by the Receiver).

On May 15, 2017, the Court issued an Asset Freeze Order, providing in relevant part:

Defendants and [. . .] and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise are restrained and enjoined from, directly or indirectly, making any payment or expenditure of funds, [. . .] or effecting any sale, gift, hypothecation or other disposition of any asset, pending provision of sufficient proof to the Court of sufficient funds or assets to satisfy all claims alleged in the SEC's Complaint, or the posting of a bond or surety sufficient to assure payment of any such claim.

<sup>6</sup> This Receivership Order superseded the Court’s original Order Appointing Receiver [Dkt. No. 17] entered on May 15, 2017. The Receivership Order retained the provisions of the prior order, but added the estates of Defendants Arthur F. Wammel, Wammel Group LLC, and Wammel Group Holdings Partnership.

<sup>7</sup> The term “Asset Freeze Order” refers to the Court’s May 15, 2017 *Ex Parte* Order Granting Motion for Temporary Restraining Order Preliminary Injunction, Asset Freeze, Appointment of a Receiver, Document Preservation Order, Order to Make Accounting and Other Emergency Relief, and Setting Hearing on Plaintiff’s Preliminary-injunction Motion. [Dkt. No. 16.]

Dkt. No. 16 at ¶ 15; *see also id.* at ¶ 16 (precluding the disbursement of assets, directly or indirectly, to the Bryant Defendants), ¶ 18 (precluding the disbursement of funds obtained from the Bryant Defendants.)

On May 19, 2017, the Commission personally served Goodspeed with the Asset Freeze Order and the Order Appointing Receiver. [Dkt. No. 28.] On July 21, 2017, the Receiver served Goodspeed with the Receivership Order<sup>8</sup> [Dkt. No. 48] and Ex Parte Order Granting Receiver's Ex Parte Emergency Motion to Expand the Receivership and Asset Freeze Against the Wammel Defendants, For Temporary Restraining Order, and for Preliminary Injunction [Dkt. No. 49] ("Expanded Asset Freeze Order"). *See* Dkt. No. 52.

However, despite their actual receipt of the asset freeze and receivership orders, Goodspeed and Bryant continued to collaborate in dissipating BUCF investor funds, in direct violation of the Court's orders. More specifically, in violation of the Court's Asset Freeze Order and the Receivership Order, Goodspeed and Bryant continue to deplete BUCF investor funds by: (1) using BUCF investor funds for *new* investments initiated after the entry and service of the Asset Freeze Order and the Receivership Order; and (2) funneling BUCF investor funds from Goodspeed to Bryant and Mrs. Bryant. First, Goodspeed and Bryant continue to invest BUCF investor funds in new unidentified investments. At his deposition on November 27, 2017, Goodspeed testified:

Q. So you and Mr. Bryant have been in discussions about how to further investments [sic] of that \$850,000?

A. Yes.

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<sup>8</sup> On July 19, 2017, the Receiver moved the Court to expand the Receivership to include the assets of Defendants Arthur F. Wammel ("Wammel") and Wammel Group LLC (Wammel Group", collectively, the "Wammel Defendants"). *See* Dkt. No. 45.

Q. When did you last speak about this?

A. Speak all the time about it.

Q. When was the last time you spoke about this?

A. Recently, we talk about it regularly.

[ . . . ]

Q. So what did you and Mr. Bryant talk about with regards to investing that \$850,000 that you still hold?

A. It's involved in different situations, just whatever, anything that we can try to work to make money. Because the thing is, that's it, anything that we can work to make money.

Q. Have you guys discussed any specific investment opportunities?

A. Different stuff, yeah, a lot of show stuff I told him about, different stuff, different tours that's coming up, different stuff.

Q. Give me some examples?

A. Talk about some Taylor Swift stuff, talked about different stuff, a lot of parties come up. You've got New Year's Eve events, you got Super Bowl coming up, a lot of big events that we can be involved in.

(App. 30-31 at 168:9-169:12.) These efforts by Goodspeed and Bryant directly violate the Court's Asset Freeze Order, which states that Bryant and Goodspeed "are restrained and enjoined from, directly or indirectly, making any payment or expenditure of funds, [ . . . ] or effecting any sale, gift, hypothecation or other disposition of any asset . . . Further, any . . . individual holding . . . assets for or on behalf of any of the Defendants shall make no transactions in assets or securities . . . and no disbursement of assets or securities . . ." Asset Freeze Order [Dkt. No. 16] at ¶ 15. The Asset Freeze Order further states that, "[a]ll other individuals . . . are hereby restrained and enjoined from disbursing any funds, securities, or other property obtained from Defendants

without adequate consideration. *Id.* at ¶ 18; *see also id.* at ¶ 19 (prohibiting, *inter alia*, the pledging or encumbering of the Bryant Defendants’ assets).

Second, as recently as March 27, 2018, Goodspeed and Bryant have continued to misuse BUCF investor assets by funneling at least \$100,000 in BUCF investor funds back to Bryant. (App. 6 at ¶ 23.) Some of these transfers appear to have been made in cash, but at least \$49,500 was transferred to Bryant by wire transfer—well after the issuance of the Court’s Asset Freeze Order and Receivership Order and service of same on Goodspeed and Bryant. *Id.* at ¶ 22. The Commission recently obtained bank records for a bank account held by Goodspeed. These records indicate that—well after the Court issued, and Goodspeed was personally served with, the Asset Freeze Order and Receivership Order—Goodspeed made multiple wire transfers to a Capital One account ending in x1209 (“Bryant Capital One Account”) and to a Bank of America account ending in x1240 (“Bryant Bank of America Account”). *See* App. 72, 79, 97. The bank records indicate that the Bryant Capital One Account is held in the name of Mrs. Bryant. (App. 72.) On December 11, 2017, Goodspeed transferred \$4,500 to the Bryant Capital One Account. (App. 79.) On February 9, 2018, Goodspeed transferred \$35,000 to the Bryant Capital One Account. (App. 72.)<sup>9</sup> The Bryant Bank of America Account is held in the name of both Bryant and Mrs. Bryant. (App. 72-73.) On March 27, 2018, Goodspeed transferred \$10,000 to the Bryant Bank of America Account. (App. 87, 97.) Goodspeed made additional cash deposits into one or both of the Bryant Capital One Account and the Bryant Bank of America Account. (App. 6 at ¶ 23.)

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<sup>9</sup> According to a recent filing with this Court, Mrs. Bryant attested that she has never worked for Goodspeed. Dkt. No. 185 at 2 (“I have never worked for, been an officer of, handled any business related to, or been involved in any way in any of the entities or activities currently being investigated.”). Thus, Goodspeed’s transfers to the Capital One Account cannot be considered compensation for any services provided by Mrs. Bryant to Goodspeed. Further, Mrs. Bryant attested that, “[n]one of the funds currently held in this account, nor any that have ever passed through it, belong to any party to this matter.” *Id.*

### III. ARGUMENT AND AUTHORITIES

#### A. The Court Should Expand the Receivership to Include Goodspeed's Assets

Federal courts have broad equitable powers enabling them to fashion appropriate ancillary remedies necessary to effectuate the purposes of the federal securities laws, to preserve defendants' assets, and to ensure that wrongdoers do not profit from their unlawful conduct. *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d 1082, 1103-4 (2d Cir. 1972); *SEC v. Blatt*, 583 F.2d 1325, 1335-1336 (5th Cir. 1978). In this regard, the power of the district court to appoint a receiver to marshal and preserve assets and perfect property rights is well-established. *SEC v. First Fin. Grp.*, 645 F.2d 429, 438 (5th Cir. 1981); *see also* 12 C. Wright, A. Miller & R. Marcus, "Federal Practice & Procedure" §2983 at 23-24 (2d ed. 1997). An evidentiary hearing is not required on the Commission's request to appoint a receiver where the record discloses sufficient facts to warrant such an appointment. *Bookout v. Atlas Fin. Corp.*, 395 F. Supp. 1338, 1342 (N.D. Ga. 1974), *aff'd*, 514 F.2d 757 (5th Cir. 1975). The Court may appoint a receiver on a prima facie showing of fraud and mismanagement. *See First Fin. Grp.*, 645 F.2d at 438.

The appointment of a receiver to marshal, conserve, and manage Goodspeed's property and other property traceable to the fraud is essential to securing recovery of assets for victims of this fraud. The evidence presented herein overwhelmingly establishes that Goodspeed has misappropriated and misapplied at least \$1.37 million received from the Bryant Defendants on behalf of the BUCF investors. Further, Goodspeed claims to be in possession of, or have control over, investor assets or assets acquired with investor funds. (App. 28 at 160:5-10; 39 at 208:14-19.)

But given Goodspeed and Bryant's activities, the BUCF investor assets are at great risk of dissipation. Goodspeed admitted that he and Bryant are actively trying to invest the BUCF

investor funds. (App. 30-31.) Even though he would not identify the specific investments being pursued, it is axiomatic that any purported investment poses risk to the investors. Also, Goodspeed has already transferred more than \$100,000 in investor funds to Bryant and hundreds of thousands of dollars to other parties who do not have a legitimate claim to those assets. (App. 5-6 at ¶¶ 19, 20, and 23.) Further, these assets are clearly subject to this Court's Asset Freeze and Receivership orders.

Given that the Court has already appointed the Receiver for these purposes, the Court should expand the existing receivership to include Goodspeed's assets.

**B. The Court Should Issue a Preliminary Injunction to Halt Goodspeed's Ongoing Fraud and Protect Investors From Further Harm**

*1. A Special Standard Applies to Commission Requests for Injunctions and Asset Freezes.*

Federal courts have broad equitable powers enabling them to fashion appropriate remedies necessary to grant full relief, including injunctions and asset freezes. *SEC v. Blatt*, 583 F.2d 1325, 1335-1336 (5th Cir. 1978). Unlike private litigants, however, the Commission is not required to show a risk of irreparable injury, loss, or damage to obtain preliminary injunctive relief.<sup>10</sup> *SEC v. Mgmt. Dynamics, Inc.*, 515 F.2d 801, 808 (2d Cir. 1975); *Unifund*, 910 F.2d 1028, 1036 (2d Cir. 1990). Rather, the Commission is entitled to entry of preliminary injunctive relief upon a showing that it is likely to succeed on the merits of its case. *See* 15 U.S.C. § 77t(b); 15 U.S.C. § 78u(d); *see also SEC v. Cavanagh*, 155 F.3d 129, 132 (2d Cir.

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<sup>10</sup> “[T]he rationale for this rule is readily apparent. It requires little elaboration to make the point that the SEC appears in these proceedings not as an ordinary litigant, but as a statutory guardian charged with safeguarding the public interest in enforcing the securities laws. Hence, by making a showing required by statute that the defendant ‘is engaged or about to engage’ in illegal acts, the Commission is seeking to protect the public interest, and ‘the standards of the public interest, not the requirements of private litigation, measure the propriety and need for injunctive relief.’” *SEC v. Mgmt. Dynamics, Inc.*, 515 F.2d at 808-809 (quoting *Hecht v. Bowles*, 321 U.S. 321, 331 (1944)).



1998).

Section 20(b) of the Securities Act and Section 21(d) of the Exchange Act authorize the Commission to seek, and direct federal courts to enter, “a permanent or temporary injunction or restraining order” upon a “proper showing” that the defendant “is engaged or is about to engage” in violations of the securities laws. *See* 15 U.S.C. § 77t(b); 15 U.S.C. § 78u(d). In the Fifth Circuit, the Commission makes a proper showing and “is entitled to prevail when the inferences flowing from the defendant’s prior illegal conduct, viewed in light of present circumstances, betoken a “reasonable likelihood” of future transgressions.” *SEC v. Zale Corp.*, 650 F.2d 718, 720 (5th Cir. 1981).

To determine whether there is a “reasonable likelihood” of future violations, courts analyze: (1) the nature of the past violation; (2) the defendant’s present attitude; and (3) objective constraints on (or opportunities for) future violations of the securities laws (“*Zale* factors”). *Id.* “Such factors include the egregiousness of the defendant’s actions, the isolated or recurrent nature of the infraction, the degree of *scienter* involved, the sincerity of the defendant’s recognition of the wrongful nature of his conduct, and the likelihood that the defendant’s occupation will present opportunities for future violations.” *Id.* When the Commission has established a *prima facie* showing of violations and the likelihood that such violations will continue, issuance of a preliminary injunction is appropriate. *First Fin. Grp.*, 645 F.2d at 434-35; *SEC v. United Fin. Group, Inc.*, 474 F.2d 354, 358 (9th Cir. 1973); *SEC v. Keller Corp.*, 323 F.2d 397, 402-03 (7th Cir. 1963).

Here, the *Zale* factors overwhelmingly favor the entry of a preliminary injunction against Goodspeed. His violations are egregious and ongoing. Goodspeed has defrauded the BUCF investors of at least \$1.37 million, and his violations have occurred for approximately 16 months.



He has also acted with a high degree of *scienter*, employing false claims that he would immediately invest the BUCF investor funds in the alleged Drake and Taylor Swift concert series. (App. 55 at ¶ 2; 62 at ¶ 2.) Finally, Goodspeed has not recognized the wrongful nature of his conduct.

Moreover, given the circumstances of Goodspeed's violations of the Asset Freeze Order and Receivership Order, his improper activities are continuing and, absent preliminary injunctive relief, are practically certain to continue. On November 27, 2017, counsel for the Commission and the Receiver conducted a partial deposition of Goodspeed. During that deposition, counsel for the Commission warned Goodspeed (and Bryant) that any transfers of receivership assets must go to the Receiver—and Goodspeed acknowledged that he understood this obligation:

[Counsel for the Commission]: I do want to state for the record so [*sic*], 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.

[Goodspeed]: That's you?

[Counsel for the Receiver]: That's my client, Jennifer Ecklund, we are counsel to her.

[Goodspeed]: I got what you're saying.

[Counsel for the Receiver]: We're on all the formal documents that you received as well.

(App. 43 at 239:10-24.)

2. *The Commission is Likely to Succeed on the Merits of Its Case Against Goodspeed.*

Ample evidence establishes that Goodspeed intentionally, or at least with severe recklessness, orchestrated and executed a \$1.37 million securities fraud, which violated

Securities Act Section 17(a)(2) [15 U.S.C. § 77q(a)(2)] and Exchange Act Section 10(b) [15 U.S.C. § 78j(b)] and Rule 10b-5(b) [17 C.F.R. § 240.10b-5]. Securities Act Section 17(a) provides in relevant part:

It shall be unlawful for any person in the offer or sale of any securities . . . by the use of any means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly—

[. . .]

(2) To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, or [. . .].

15 U.S.C. § 77q(a).

Exchange Act Section 10(b) makes it unlawful to use or employ any manipulative or deceptive device in connection with the purchase or sale of any security in contravention of prescribed Commission rules. 15 U.S.C. § 78j(b). Exchange Act Rule 10b-5 provides:

It shall be unlawful for any person, directly or indirectly, by the use of any means or instrumentality of interstate commerce, or of the mails or of any facility of any national securities exchange,

[. . .] (b) To make any untrue statement of a material fact or to omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, or [. . .].

17 C.F.R. § 240.10b-5.

Violations of Exchange Act Section 10(b) and Rule 10b-5 require showing *scienter*—a mental state embracing intent to deceive, manipulate, or defraud—but negligence suffices for Securities Act Section 17(a)(2). *Aaron v. SEC*, 446 U.S. 680, 691, 697 (1980). *Scienter* is established by showing that the defendant acted intentionally or with severe recklessness. *Broad v. Rockwell Int’l Corp.*, 642 F.2d 929, 961 (5th Cir. 1981).

a. Goodspeed Offered and Sold Securities.

The interests offered and sold by Goodspeed to the Bryant Defendants, on behalf of the BUCF investors, are securities under Section 2(a)(1) of the Securities Act and Section 3(a)(10) of the Exchange Act because they are investment contracts. *See* 15 U.S.C. § 77b(a)(1) and § 78c(a)(10). In fact, Goodspeed titled the documents he executed with the Bryant Defendants as “Investor Agreements.” (App. 55, 62.)

In *SEC v. W.J. Howey Co.*, the Supreme Court held that an investment contract exists where (1) a person invests his or her money, (2) in a common enterprise, and (3) with the expectation of profits derived solely from the efforts of the promoter or a third party. 328 U.S. 293, 298-99 (1946). The definition of a security “embodies a flexible rather than static principle, one that is capable of adaptation” and requires an analysis into the substance rather than the form of the transaction with an emphasis on economic reality. *Id.*; *see also United Hous. Found., Inc. v. Forman*, 421 U.S. 837, 850 (1975); *SEC v. Edwards*, 540 U.S. 389 (2004).

In this case, the interests in the respective concert productions satisfy the *Howey* test. First, the Bryant Defendants transferred BUCF investors’ funds directly to accounts controlled by Goodspeed. (App. 3-4, 11-15.) Second, the funds were invested in a “common enterprise” because the investors’ fortunes were dependent on the efforts and expertise of Goodspeed, which is sufficient to satisfy the “broad vertical commonality” required in the Fifth Circuit. *See Long v. Shultz Cattle Co., Inc.*, 881 F.2d 129, 140 (5th Cir. 1989); *SEC v. Koscot Interplanetary, Inc.*, 497 F.2d 473, 479 (5th Cir. 1974).

Third, the Bryant Defendants, as well as the BUCF investors—since they were unaware of this investment—were entirely passive, and expected to realize profits based solely on the efforts of Goodspeed. (App. 27 at 153:2-14; 41 at 225:1-12.) Courts have not interpreted the

“solely” language in *Howey* restrictively. *SEC v. Merchant Capital, LLC*, 483 F.3d 747, 754-55 (11th Cir. 2007). The relevant efforts of others are the “entrepreneurial or managerial” efforts on which investors’ financial return depend. *Forman*, 421 U.S. at 852 (1975) (citing *Howey*, 28 U.S. at 301). In *Williamson v. Tucker*, the Fifth Circuit noted that analysis of this factor turned on whether the efforts of others “are undeniably significant ones . . . which affect the failure or success of the enterprise.” 645 F.2d 404, 418 (5th Cir. 1981) (citing *SEC v. Glenn W. Turner Enterprises, Inc.*, 474 F.2d 476 (9th Cir. 1973)).

Here, BUCF investors—and the Bryant Defendants themselves—are unable to exercise any meaningful control over their capital contributions and rely entirely on Goodspeed to manage the investments in the purported Taylor Swift and Drake concert tours. (App. 27 at 153:2-14; 41 at 225:1-12.) In fact, BUCF investors had no knowledge of the investment contracts with Goodspeed. Without that knowledge, they cannot exercise any meaningful control. Second, Goodspeed alone purportedly directs the promotion of the concert events. (App. 27 at 153:2-14; 41 at 225:1-12.) In sum, the limited partnership interests acquired by BUCF investors are securities by virtue of being investment contracts that satisfy the *Howey* factors.

b. Goodspeed Made, and Continues to Make, Untrue and Misleading Statements of Material Fact

Goodspeed violated Section 17(a)(2) of the Securities Act and Section 10(b) of the Exchange Act and Rule 10b-5(b) thereunder by, among other things: (a) making statements in the offer and sale, and in connection with the purchase or sale, of securities that were false and materially misleading; and/or (b) omitting material facts in the offer and sale, and in connection with the purchase or sale, of the investments in the concert promotions, as evidenced in the Lil Wayne Agreement, Drake Agreement, and the Taylor Swift Agreement.

A statement or omitted fact is material if there is a substantial likelihood that a reasonable investor would consider the information important in making an investment decision. *SEC v. Seghers*, 298 Fed. Appx. 319, 328 (5th Cir. 2008); *see also SEC v. Gann*, 565 F.3d 932, 937 n.17 (5th Cir. 2009). “Misrepresentations and omissions are **material as a matter of law** if they involve facts that are so obviously important to [a reasonable] investor that reasonable minds cannot differ on the question of materiality.” *SEC v. Pittsford Capital Income Partners, LLC*, 2007 U.S. Dist. LEXIS 62338, at 38 (W.D.N.Y. Aug. 23, 2007) (emphasis added). For example, statements about how investor funds will be used are material as a matter of law. *See, e.g., SEC v. United Energy Partners, Inc.*, 88 F. App’x 744, 746 (5th Cir. 2004) (misuse and misappropriation of investor funds is material); *SEC v. Recile*, 10 F.3d 1093, 1097 (5th Cir. 1997) (misuse of investor funds is material); *SEC v. Research Automation Corp.*, 585 F.2d 31, 35-36 (2d Cir. 1978) (“[w]hat reasonable investor would not wish to know that the money raised ... would not be used for working capital but be diverted to [the company]’s officers?”); *SEC v. Brooks*, No. 3:99-cv-1326-D, 1999 WL 493052, \*2 (N.D. Tex. July 12, 1999) (misrepresentations about use of investor funds and commingling are material). As a matter of law, the misrepresentations by Goodspeed about how investor funds would be used were material.

A defendant “makes” a statement if the defendant is “the person or entity with ultimate authority over the statement, including its content and whether and how to communicate it.” *Janus Cap. Grp., Inc. v. First Derivative Traders*, 564 U.S. 135 (2011). A violation of these provisions occurs when the alleged misrepresentations or omitted facts are material. Information is material if there is a substantial likelihood that a reasonable investor would consider such information important in making an investment decision or if the information would significantly

alter the total mix of available information.<sup>11</sup> *Basic, Inc. v. Levinson*, 485 U.S. 224, 231-32 (1988); *United States v. Bruteyn*, 686 F. 3d 318, 323 (5th Cir. 2012).

As set forth in detail above, Goodspeed obtained BUCF investor funds, through Bryant, through the sale of securities by means of numerous material misstatements and omissions regarding, among other things, (1) the existence of any Drake or Taylor Swift concert tours, and (2) the use of investor funds. First, in spite of Goodspeed's representations in the Drake Agreement and the Taylor Swift Agreement, no such concert tours existed. (App. 67 at ¶ 4; 68 at ¶ 4.) In those agreements, Goodspeed falsely stated that the BUCF investor funds would be "immediately used for the initial deposit" for the Drake concert series and the Taylor Swift concert series. (App. 55 at ¶ 2; 62 at ¶ 2.) In contrast, Goodspeed promptly used the money to pay for his lavish lifestyle, and pay back individuals from previous apparent investments. (App. 5-6 at ¶¶ 18-20.) Goodspeed made the misstatements because he had ultimate authority over each of his verbal and written statements, since he prepared and disseminated the Lil Wayne, Drake, and Taylor Swift agreements containing the untrue and misleading statements. (App. 17 at 84:7-11; 41 at 225:13-16.) *cf.* App. 37 at 199:15-22 (noting that the Drake Agreement and the Taylor Swift Agreement had no material differences other than the identity of the artist, the amount of investment, and the time of the investment). Hence, Goodspeed is the "maker" of actionable statements and omissions under *Janus*. Goodspeed also controlled his bank account into which BUCF investor funds were deposited. (App. 3 at ¶ 7.)

c. Goodspeed Acted, and Continues to Act, with a High Degree of Scienter

Goodspeed acted knowingly or, at a minimum, with severe recklessness. As the person

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<sup>11</sup> Bryant's comments during Goodspeed's deposition are telling as to his belief that Goodspeed's use of BUCF investor funds for personal expenses was important information that would have impacted the decision to invest with Goodspeed. App. 42, [Goodspeed Depo.] at 238:19 ("If you spent my money inappropriately, shame on you.")

controlling the false and misleading statements he made and the investor funds he received, Goodspeed knew, or was severely reckless in not knowing, that he was not using the BUCF investor funds as promised and that, instead of using the funds to promote the Drake and Taylor Swift Concert Series, he spent the money for his own undisclosed and unauthorized purposes. In fact, the near-instantaneous personal use of the investor funds in Goodspeed's bank account reveals that Goodspeed never intended to use the funds as he represented he would. *See* (App. 5-6 at ¶¶ 18, 19, and 20.) Thus, Goodspeed acted with *scienter*.

d. Goodspeed Used Interstate Commerce

To violate the antifraud provisions of the federal securities laws, the misstatements or omissions must use the mails or instrumentalities of interstate commerce. That element is easily satisfied here. The Bryant Defendants wired to Goodspeed funds [*see, e.g.*, App. 13-14] that were sourced from BUCF investors located in multiple states and countries, and Goodspeed and Bryant communicated by telephone and via email (over the internet). *SEC v. Tropikgadget FZE*, 2017 U.S. Dist. LEXIS 25495 (D. Mass. Feb. 23, 2017) (citing *United States v. Chiaradio*, 684 F.3d 265, 281 (1st Cir. 2012) for the proposition that anything that travels via the internet travels in interstate commerce.)

3. Goodspeed's Misconduct is Ongoing and Will Continue

Among the factors to consider in assessing the likelihood that Goodspeed will repeat his wrongdoing are (1) the character of the violation, (2) the degree of *scienter* involved, and (3) whether Goodspeed has acknowledged the wrongfulness of his conduct and given sufficient assurances that it will not be repeated. *See SEC v. Savoy Indus., Inc.*, 587 F.2d 1149, 1168 (D.C. Cir. 1978), *cert. denied*, 440 U.S. 913 (1979). A likelihood of future violations can also be inferred from past violations. *See SEC v. Murphy*, 626 F.2d 633, 655 (9th Cir. 1980).



Here, Goodspeed's conduct demonstrates a high probability that he will continue violating the federal securities laws unless he is restrained and enjoined. This case does not involve an isolated incident, but a series of fraudulent investment contracts and recurring misappropriations of investor funds for Goodspeed's personal use. *See, e.g.*, App.55-60; 62-66. Further, Goodspeed's violations are egregious and exhibit a high degree of *scienter*. In addition, even in the face of the Court's Asset Freeze Order and Receivership Order, Goodspeed continues to move money and misuse investor funds. Finally, Goodspeed has not acknowledged the wrongfulness of his conduct, nor assured that it will not be repeated. Given the seriousness of Goodspeed's violations, it is highly likely that he will continue to violate the securities laws unless restrained and enjoined. For all the foregoing reasons, a preliminary injunction is necessary and appropriate. The facts described above establish a *prima facie* showing of securities law violations and a likelihood of future violations.

**C. The Court Should Also Issue an Order Freezing Goodspeed's Assets and Requiring a Sworn Accounting**

Federal courts have broad equitable powers enabling them to fashion appropriate ancillary remedies necessary to grant full relief. *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d 1082, 1103-4 (2d Cir. 1972); *SEC v. Blatt*, 583 F.2d 1325, 1335-1336 (5th Cir. 1978). The Court should freeze Goodspeed's assets based on the misconduct described above to prevent further dissipation of investor funds, pending an assessment by the Receiver of the assets' value and liquidity and their potential return to investors. *See, e.g.*, *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d at 1106. Goodspeed's wrongdoing amply demonstrates that he should not be entrusted with investor funds.

An asset freeze is appropriate to assure Goodspeed's satisfaction of whatever equitable relief the Court ultimately may order. *Id.*; *CFTC v. Muller*, 570 F.2d 1296, 1300 (5th Cir. 1978).



The Court's power to freeze assets extends to accounts over which a defendant exercises effective control, even if the ill-gotten gains have not been traced to the account. *See SEC v. Grossman*, 887 F. Supp. 649, 661 (S.D.N.Y. 1995). This is because an asset freeze "facilitate(s) enforcement of any disgorgement remedy that might be ordered" and may be granted "even in circumstances where the elements required to support a traditional SEC injunction have not been established." *SEC v. Unifund SAL*, 910 F.2d 1028, 1041 (2d Cir. 1990). Courts recognize that an asset freeze is sometimes necessary to ensure that a future disgorgement order will have effect. *See, e.g., United States v. Cannistraro*, 694 F. Supp. 62, 71 (D.N.J. 1988), *aff'd in part, vacated in part on other grounds*, 871 F.2d 1210 (3d Cir. 1989); *SEC v. Vaskevitch*, 657 F. Supp. 312, 315 (S.D.N.Y. 1987); *SEC v. R. J. Allen & Assocs., Inc.*, 386 F. Supp. 866, 881 (S.D. Fla. 1974).

The Commission's burden is lower than that of a preliminary injunction because an asset freeze only preserves the *status quo*. *Unifund SAL*, 910 F.2d at 1039. To obtain an asset freeze, the Commission need not show a reasonable likelihood of future violations. *Muller*, 570 F.2d at 1300. Rather, it need only present a *prima facie* case that a violation of the securities laws has occurred. *See Unifund SAL*, 910 F.2d at 1040-41; *see also* 15 U.S.C. §§ 77t(b) and 78u(d)(1). As set forth above, the Commission has demonstrated Goodspeed's violations of the antifraud provisions, so the Court should freeze Goodspeed's assets to help facilitate recovery for investor-victims in this case, and to prevent Goodspeed from concealing or wasting whatever assets remain.

In addition, to more fully ascertain the extent of Goodspeed's misconduct and the location of assets he possesses or controls, the Court should order Goodspeed to provide the Commission and the Receiver, on an expedited basis, with a sworn accounting. These orders

will assure that whatever equitable relief might ultimately be granted is available and meaningful. *See R. J. Allen & Assocs., Inc.*, 386 F. Supp. at 881.

**IV.**  
**CONCLUSION**

Based on the foregoing facts and for the reasons set forth above, the Commission respectfully requests that the Court enter orders granting the Motion and providing the relief requested.

Dated: April 30, 2018

Respectfully submitted,

/s/ Jason P. Reinsch  
JASON P. REINSCH  
Texas Bar No. 24040120

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ATTORNEY FOR PLAINTIFF  
SECURITIES AND EXCHANGE  
COMMISSION

**CERTIFICATE OF SERVICE**

I hereby certify that, on April 30, 2018, I electronically filed the foregoing *Plaintiff's Emergency Memorandum of Law in Support of Motion to Expand Receivership, and for Asset Freeze, Preliminary Injunction, and Order to Make Accounting* with the Clerk of Court for the Eastern District of Texas, Sherman Division using the CM/ECF system, which will send a notice of electronic filing to all counsel of record who have consented to electronic notification. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all non-CM/ECF participants.

/s/ Jason P. Reinsch

Jason P. Reinsch

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

**SECURITIES AND EXCHANGE COMMISSION** :

Plaintiff, :

v. :

Civil Action No.: 4:17-cv-00336-ALM

**THURMAN P. BRYANT, III,  
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, :

**THURMAN P. BRYANT, JR.,**

Relief Defendant.

**APPENDIX IN SUPPORT OF PLAINTIFF'S EMERGENCY MOTION TO  
EXPAND RECEIVERSHIP, AND FOR ASSET FREEZE, PRELIMINARY  
INJUNCTION, AND ORDER TO MAKE ACCOUNTING**

The Securities and Exchange Commission submits the attached appendix in support of its Emergency Unopposed Motion to Expand Receivership, and for Asset Freeze, Preliminary Injunction, and Order to Make Accounting. The appendix contains:

	<b>Description</b>	<b>Appendix Citation</b>
1	Declaration of Carol Stumbaugh	App. 000001
2	Goodspeed Deposition Exhibit 5	App. 000011
3	Goodspeed Deposition Exhibit 6	App. 000012
4	Goodspeed Deposition Exhibit 9	App. 000013
5	Goodspeed Deposition Exhibit 14	App. 000014
6	Goodspeed Deposition Exhibit 15	App. 000015
7	Goodspeed Deposition Excerpts	App. 000016
8	Goodspeed Deposition Exhibit 8	App. 000045

9	Goodspeed Deposition Exhibit 4	App. 000047
10	Goodspeed Deposition Exhibit 11	App. 000049
11	Goodspeed Deposition Exhibit 10	App. 000054
12	Goodspeed Deposition Exhibit 13	App. 000061
13	Declaration of Jesse P. Schaudies, Jr.	App. 000067
14	Declaration of Brent Smith	App. 000068
15	Goodspeed's Bank of America Statement, February 2018	App. 000069
16	Goodspeed's Bank of America Statement, December 2017	App. 000076
17	Brandi Bryant's Bank of America Statement, March 2018	App. 000084
18	Goodspeed's Bank of America Statement, March 2018	App. 000094

Dated: April 30, 2018

Respectfully submitted,

/s/ Jason P. Reinsch  
JASON P. REINSCH  
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ATTORNEY FOR PLAINTIFF  
SECURITIES AND EXCHANGE  
COMMISSION

**CERTIFICATE OF SERVICE**

I hereby certify that, on April 30, 2018, I electronically filed the foregoing *Plaintiff's Appendix in Support of its Emergency Motion for Expansion of Receivership, Asset Freeze, Preliminary Injunction, and Order to Make Accounting* with the Clerk of Court for the Eastern District of Texas, Sherman Division using the CM/ECF system, which will send a notice of electronic filing to all counsel of record who have consented to electronic notification. I further certify that I mailed the foregoing document and the notice of electronic filing by first-class mail to all non-CM/ECF participants.

/s/ Jason P. Reinsch  
Jason P. Reinsch

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

**SECURITIES AND EXCHANGE COMMISSION** :

Plaintiff, :

v. :

Civil Action No.: 4:17-cv-00336-ALM

**THURMAN P. BRYANT, III,  
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, :

**THURMAN P. BRYANT, JR.,**

Relief Defendant.

**DECLARATION OF CAROL STUMBAUGH**

I, Carol Stumbaugh, declare under penalty of perjury, in accordance with 28 U.S.C. § 1746, that the following is true and correct and that I have personal knowledge of, and am competent to testify to, the matters stated herein.

**I. My Responsibilities in Connection With the Underlying Investigation**

1. I am currently employed as a Senior Accountant in the Division of Enforcement of the United States Securities and Exchange Commission (“SEC” or “Commission”). My office is in the Commission’s Fort Worth Regional Office in Fort Worth, Texas, where I have been employed since September 2003. I am a Certified Public Accountant, licensed by the Texas State Board of Public Accountancy. I am also a Certified Fraud Examiner.

2. My official duties with the Commission include participating in fact-finding

inquiries and investigations to determine whether the federal securities laws have been violated and assisting in the Commission's litigation of alleged securities laws violations. This includes interviewing witnesses, reviewing and analyzing financial and other records of various entities and individuals, tracing financial transactions to determine their source and use, and testifying about my findings and conclusions.

3. As part of my official duties, I participated in a Commission investigation involving the Defendants and Relief Defendant to determine whether they have violated, or are actively violating, the federal securities laws. In connection with this investigation, and pursuant to lawfully issued subpoenas and document requests, I, and other members of the SEC staff, reviewed various documents related to the Defendants and Relief Defendant, including but not limited to, bank-account records, public records, and records produced by the Defendants, witnesses, and other third-parties, and the transcript of the deposition of Defendant Carlos Goodspeed a/k/a Sean Phillips a/k/a GC d/b/a Top Agent Entertainment d/b/a Mr. Top Agent ("Goodspeed") from November 27, 2017.

## **II. Summary of Bryant and BUCF's Investment Offering and False Promises**

4. These records revealed the following facts: Thurman P. Bryant, III ("Bryant") created, owns, manages, and otherwise controls an entity, among others, named Bryant United Capital Funding, Inc. ("BUCF"), and that:

- a. in order to raise capital for BUCF, Bryant disseminated to investors limited partnership agreements that offered and sold limited partnership interests in BUCF;
- b. BUCF's partnership agreements promise returns of 30% – 42% per year, paid monthly and state that all initial, additional, or reinvested capital will



be retained in secure escrow accounts;

- c. Bryant represented to investors that their invested funds would be used proof of funds from which BUCF would obtain a line of credit enabling it to invest in mortgage loans.

5. Based on the records I reviewed, Bryant raised at least \$22.7 million for BUCF, from July 12, 2011 through April 30, 2017, via wire transfers and checks, from approximately 100 investors. Also, investor proceeds were not retained in a secure escrow account, and Bryant knew it. Bryant collected investor proceeds and, unbeknownst to and unauthorized by investors, transferred approximately \$1.37 million—or 6% of the total funds raised—to Goodspeed.

### III. Bank Records Illustrate the Misuse of BUCF Investor Funds

6. As part of my investigative duties, I analyzed records for the following bank accounts the period from August 1, 2016 through April 12, 2018:

Name of Institution	Account Name	Account # (Truncated)
Comerica Bank	Carlos Goodspeed DBA Mr Top Agent Entertainment	6232
Bank of America	Carlos Goodspeed DBA Mr Top Agent Entertainment	7560
Bank of America	Thurman Petty Bryant III, Brandi Brooks Bryant	1240

7. In reviewing the records for the Goodspeed Comerica account ending xx6232, I learned that Goodspeed has signatory authority and control over this account. For this account, I reviewed account statements, and certain deposit and withdrawal supporting documentation.

8. **Exhibit 1**, attached, is a true and correct copy of the account summary for the Goodspeed Comerica account xx6232, which I prepared from the bank records identified above.

9. In reviewing the records for the Goodspeed Bank of America account ending

xx7560, I learned that Goodspeed has signatory authority and control over this account. For this account, I reviewed account statements, and certain deposit and withdrawal supporting documentation.

10. **Exhibit 2**, attached, is a true and correct copy of the account summary for the Goodspeed Bank of America account xx7560.

11. In reviewing the records for the Bryant Bank of America account ending xx1240, I learned that Bryant and his spouse, Brandi Brooks Bryant, have control over this account. For this account, I reviewed account statements, and certain deposit and withdrawal supporting documentation.

12. **Exhibit 3**, attached, is a true and correct copy of the account summary for the Bryant Bank of America account xx1240.

13. Based on the bank records I reviewed, Goodspeed received at least \$2.1 million from over 20 individuals and entities, from August 1, 2016 through March 8, 2018, via wire transfers and checks. Of this amount, \$1.37 million was ill-gotten proceeds from Bryant and BUCF's (collectively, the "Bryant Defendants") fraud.

14. From August 2016 through March 2018, Goodspeed has paid \$1.0 million out to individuals other than BUCF.

15. As of March 8, 2018, it appears that Goodspeed has a balance of \$1,868 in the Bank of America account xx7560. The Comerica account xx6232 was closed in April 2017 with a zero balance.

16. I have identified no evidence indicating that Goodspeed escrowed funds or used funds in connection with producing, promoting, or operating concerts by Drake or Taylor Swift.

17. The only concert related activity by Goodspeed which I have identified is the

purchase of numerous sports venue and concert tickets totaling \$97,000. These purchases were from sports teams and national ticket outlets.

18. Rather than using funds to produce, promote, or operate concerts, Goodspeed used the funds to pay for his lavish lifestyle, and pay back individuals from previous apparent investments.

19. Goodspeed's practice was to spend funds within days of receiving them, often spending the entire amount received within days. For larger receipts, Goodspeed would spend the funds within a month. For example, on January 16, 2017, Goodspeed had less than \$200 in the Goodspeed Comerica account xx6232. On January 17, 2017, Goodspeed received \$100,000 from BUCF. The next deposit into the account is on January 23, 2017, which is \$50,000 from BUCF. From January 18, 2017 through January 30, 2017, Goodspeed spent:

- \$63,000 in payments to persons other than BUCF;
- \$35,000 in cash withdrawals;
- \$28,000 in retail purchases (including a single purchase of \$23,000 at a jewelry store);
- \$10,000 in various sports and concert tickets;
- \$ 7,000 in debt and child support payments; and
- \$ 7,000 in travel costs.

The balance in the Goodspeed Comerica account xx6232 dwindled to \$58 by January 30, 2017.

20. On February 8, 2017, the Goodspeed Comerica account xx6232 had a credit balance of \$1,272, until he received \$620,000 from BUCF. Over the next month, Goodspeed also depleted these funds, to a balance of \$799 on March 8, 2017. These funds were spent as follows:

- \$344,000 to persons other than BUCF;
- \$137,000 automobile purchases
- \$ 72,000 retail purchases (including a single \$38,000 purchase of furniture);
- \$ 48,000 cash withdrawals;
- \$ 10,000 debt, child support and adult probation payments; and
- \$ 6,000 various sports and concert tickets.

Goodspeed has testified that none of these amounts relate to the promotion of concerts by Drake or Taylor Swift.

21. On March 31, 2017, Goodspeed opened the Bank of America account xx7560 (the Comerica account xx6232 was closed on April 4, 2017). After minimal cash deposits, Goodspeed receives \$200,000 from two individuals that had also invested in BUCF (Kenneth Zschappel and Robert Zschappel). On April 17, 2017, Goodspeed received \$200,000 from Thurman Bryant, Jr. On May 12, 2017, Goodspeed received \$100,000 from Pro B Entertainment Group, LLC, an entity controlled by Bryant's wife, Brandi Bryant. Goodspeed received funds from other individuals and continued to spend these funds in a manner that was not associated with producing, promoting, or operating concerts.

#### **IV. Defendants Continue to Raise and Misappropriate Investor Funds**

22. Goodspeed was named a relief defendant in the SEC's complaint on May 15, 2017. On December 11, 2017, Goodspeed wired \$4,500 to Brandi Bryant's bank account at Capital One. Also, on February 9, 2018, Goodspeed wired \$35,000 to Brandi Bryant's bank account at Capital One. On March 26, 2018, Goodspeed transferred \$100 from his Bank of America account xx7560 to the Bryant Bank of America account xx1240. The next day, on March 27, 2018, Goodspeed transferred \$10,000 from his Bank of America account xx7560 to the Bryant Bank of America account xx1240.

23. From both the Goodspeed Comerica account xx6232 and the Goodspeed Bank of America account xx7560, there have been cash withdrawals of over \$300,000. In a phone conversation on April 17, 2018, Goodspeed admitted that he had sent a total of \$100,000 to Trey Bryant via Brandi Bryant.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 26, 2018.

Carol Stumbaugh  
Carol Stumbaugh

**Bank Account Summary****Case Name: Bryant United Capital Funding, Inc. (FW-4150)****Bank Name: Comerica Bank****Account Name: Carlos Goodspeed DBA Mr Top Agent Entertainment****Account Number: XXXXXX6232****Period: 08/01/2016 - 04/30/2017**

<b>Balance 08/01/2016</b>	<b>\$ -</b>
<b>Deposits:</b>	
Bryant United	1,370,000.00
Other Investors	179,400.00
Cash Deposits	10,250.00
Laz Parking	5,000.00
	<hr/>
Total Deposits	1,564,650.00
<b>Withdrawals:</b>	
Bryant United	-
Other Individuals	(833,040.00)
Cash Withdrawals	(189,931.90)
Retail Purchases	(121,194.08)
Adult Probation	(50,841.67)
Child Support	(3,000.00)
Felicia Goodspeed	(7,225.00)
Travel	(20,690.69)
Event Tickets	(28,458.42)
Cars	(272,981.68)
Debt	(11,392.85)
Fees	(3,211.74)
Restaurants	(1,072.90)
Rent	(17,543.00)
Utilities	(4,066.07)
	<hr/>
Total Withdrawals	(1,564,650.00)
	<hr/>
<b>Ending Balance 04/30/2017</b>	<b>\$ -</b>
	<hr/>

## Bank Account Summary

Case Name: Bryant United Capital Funding, Inc. (FW-4150)

Bank Name: Bank of America, N.A.

Account Name: Carlos D Goodspeed Sole Prop DBA Mr Top Agent Entertainment

Account Number: XXXXXXXX7560

Period: 03/01/2017 - 03/31/2018

Balance 03/01/2017 \$ -

**Deposits:**

## Individuals/Investors:

Thurman Bryant	200,000.00
Kenneth Zschappel	125,000.00
Pro B Entertainment	100,000.00
Robert Zschappel	75,000.00
Yellin Some Profit LLC	8,000.00
Varsity Networks	44,000.00
Victoria Tsalikis	4,960.00
Victoria Wolfe	5,000.00
Andre Emmett	10,000.00
Kimberly Nicholson	10,000.00
Jonathan Waters	915.00
Lamonical Ivery	700.00
Realetek, LLC	27,000.00
Cash Deposits	210,460.00
Automobiles	161,481.54

Total Deposits 982,516.54

**Withdrawals:**

## Individuals/Investors:

Carlos Goodspeed	(100,000.00)
Brandi Bryant	(39,500.00)
Allen Hollis	(5,000.00)
Joseph Mackey	(7,500.00)
Melinda Stone	(10,000.00)
Angel Sanchez	(4,000.00)
Angela Urso	(3,000.00)
Myhria Gorman	(4,500.00)
TexCap Financial LLC	(8,776.00)
Teni Makarian	(20,000.00)
Yellin Some Profit LLC	(20,000.00)
Bernard James	(20,000.00)
Rutt Capital	(60,000.00)
Cash Withdrawals	(131,171.63)
Retail Purchases	(98,659.69)
Travel	(55,051.46)
Event Tickets	(68,500.10)
Automobiles	(200,988.06)
Debt	(6,357.29)
Child Support	(1,500.00)
Fees	(2,698.73)
Insurance	(10,199.99)
Restaurants	(9,716.57)
Transfers to other accounts	(73,948.00)
Transfers to Bryant accounts	(10,100.00)
Utilities	(9,481.41)
Unknown	-

Total Expenditures (980,648.93)

Ending Balance 03/31/2018 \$ 1,867.61

**Bank Account Summary****Case Name: Bryant United Capital Funding, Inc. (FW-4150)****Bank Name: Bank of America, N.A.****Account Name: Thurman Petty Bryant III, Brandi Brooks Bryant****Account Number: XXXXXXXX1240****Period: 03/22/2018 - 04/12/2018**

<b>Balance 03/22/2018</b>	<b>\$ -</b>
<b>Deposits:</b>	
Carlos Goodspeed	10,100.00
Cash Deposits	1,086.20
	<hr/>
Total Deposits	11,186.20
<b>Withdrawals:</b>	
House Rental	(4,500.00)
Retail Purchases	(1,223.18)
Household Expenses	(1,496.09)
Restaurants	(1,380.08)
Debt Payments	(2,235.84)
Cash Withdrawals	(100.00)
Transfers	(25.00)
	<hr/>
Total Expenditures	(10,960.19)
<b>Ending Balance 04/12/2018</b>	<b><u><u>\$ 226.01</u></u></b>



Exhibit 5

DATE: 01/17/17 MONEYNET DAILY TRANSACTION LOG. REPORT 120 TIME: 20:26  
 SEQUENCE NUMBER: 170117008055 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE SOURCE:  
 OWNING BRU: TEXAS \* ROUTING INFORMATION \*  
 ABA NAME ABA NAME  
 SOURCE BANK: 121000248 WELLS FARGO SF TARGET BANK: 111000753 COMERICA DALLAS  
 WIRE-KEY: FWIF024079 COMMLOG KEY: FWIF 1701171701361900 TESTCODE STATUS: 00  
 TRAN TYPE: INCOMING WIRE TRANSFER INTERNAL TRAN CODE: 0671000000 TRAN CODE:  
 TRAN STATUS: DRCR HOST  
 DR AFFILIATE CODE: 043 CR AFFILIATE CODE: 043  
 REPEAT CODE: CALLER NAME:  
 NOTIFY:  
 WAIVE FEES: N  
 PROBLEMS: RESOLUTIONS: EXCEPTION REASON: NONE  
 \* FINANCIAL INFORMATION \*  
 CREDIT ACCT: 6232 CARLOS GOODSPEED DBA CREDIT INTEREST ACCT:  
 DEBIT ACCT: 6305 FEDERAL RESERVE BANK OF DALLAS DEBIT INTEREST ACCT:  
 AMOUNT SENT: \$ .00 AMOUNT RECEIVED: \$ 100,000.00 PRINCIPAL: \$ 100,000.00 INTEREST: \$ .00  
 RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DATE: 01/17/17  
 \* FEDWIRE MESSAGE FORMAT \*  
 BUSINESS FUNCTION CODE: CFP  
 ORIGINATOR: 9692  
 BRYANT UNITED CAPITAL FUNDING INC  
 24044 CINCO RANCH BLVD  
 STE 100  
 KATY, TX 77494  
 SENDING BANK REFERENCE: 2017011700227600  
 BENEFICIARY: AC-1881906232  
 TOP AGENT ENTERTAINMENT  
 REFERENCE FOR BENEFICIARY: 0070911017762520  
 ORIG. TO BENE. INFO: REPRODUCTION COMPANY  
 MONEYNET FLAGS: E R T F I V N U C E F D \* \* \* X  
 EVENT INIT: 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0  
 EVENT COND: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 TRANSACTION HISTORY INFO: DNYMC FLGS: B00000000000000000  
 INPUT OPTIONS: B0000000100100000  
 INITIALS TERM ID  
 RECEIVE: 01/17/17 17:01  
 ENTRY: 01/17/17 17:01 AUTOPOST \*AF \*\*\*  
 INCOMING: 01/17/17 17:01 AUTOPOST \*AF \*\*\*  
 TRANSMIT TIMESTAMP: RETURN TIMESTAMP:  
 170117008055

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 EXHIBIT 5  
 WITNESS Goodspeed  
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 BEHMK REPORTING AND VIDEO SERVICES, INC.

Exhibit 6

DATE: 01/23/17 MONEYNET DAILY TRANSACTION LOG. REPORT 120 TIME: 20:22  
 SEQUENCE NUMBER: 170123005210 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE SOURCE:  
 OWNING RBU: TEXAS \* ROUTING INFORMATION \*  
 ABA NAME ARA NAME  
 SOURCE BANK: 121000248 WELLS FARGO SF TARGET BANK: 111000753 COMERICA DALLAS  
 WIRE-KEY: FWIF016727 COMMLOG KEY: FWIF 1701231636119800 TESTCODE STATUS: 00  
 TRAN TYPE: INCOMING WIRE TRANSFER INTERNAL TRAN CODE: 0671000000 TRAN CODE:  
 TRAN STATUS: DRCR HOST  
 DR AFFILIATE CODE: 043 CR AFFILIATE CODE: 043  
 REPEAT CODE: CALLER NAME:  
 NOTIFY:  
 WAIVE FEES: N  
 PROBLEMS: RESOLUTIONS: EXCEPTION REASON: NONE  
 \* FINANCIAL INFORMATION \*  
 CREDIT ACCT: 6232 CARLOS GOODSPEED DEA CREDIT INTEREST ACCT:  
 DEBIT ACCT: 3305 FEDERAL RESERVE BANK OF DALLAS DEBIT INTEREST ACCT:  
 AMOUNT SENT: \$ .00 AMOUNT RECEIVED: \$ 50,000.00 PRINCIPAL: \$ 50,000.00 INTEREST: \$ .00  
 RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DATE: 01/23/17  
 \* FEDWIRE MESSAGE FORMAT \*  
 BUSINESS FUNCTION CODE: CTF  
 ORIGINATOR: 9692  
 BRYANT UNITED CAPITAL FUNDING INC  
 24044 CINCO RANCH BLVD  
 STE 100  
 KATY, TX 77494  
 SENDING BANK REFERENCE: 2017012300154100  
 BENEFICIARY: AC-1881906232  
 TOP AGENT ENTERTAINMENT  
 REFERENCE FOR BENEFICIARY: 0070911023246660  
 MONEYNET FLAGS: E R T P I V N U C E F D \* \* \* X  
 EVENT INIT: 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0  
 EVENT COND: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 DNYMC FLGS: B00000000000000000  
 INPUT OPTIONS: B00000001001000000  
 TRANSACTION HISTORY INFO: TIMESTAMP OPER ID INITIALS TERM ID  
 RECEIVE: 01/23/17 16:36  
 ENTRY: 01/23/17 16:36 AUTOPOST \*AP \*\*\*  
 INCOMING: 01/23/17 16:36 AUTOPOST \*AP \*\*\*  
 TRANSMIT TIMESTAMP: RETURN TIMESTAMP:  
 170123005211

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 WITNESS Goodspeed  
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 BEHMK REPORTING AND VIDEO SERVICES, INC.

Exhibit 9

DATE: 02/08/17 MONEYNET DAILY TRANSACTION LOG. REPORT 120 TIME: 20:22  
 SEQUENCE NUMBER: 170208004587 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE SOURCE:  
 OWNING RBU: TEXAS \* ROUTING INFORMATION \*  
 ABA NAME ABA NAME  
 SOURCE BANK: 121000248 WELLS FARGO SF TARGET BANK: 111000753 COMERICA DALLAS  
 WIRE-KEY: FWIF013632 COMMLOG KEY: FWIF 1702081556526100 TESTCODE STATUS: 00  
 TRAN TYPE: INCOMING WIRE TRANSFER INTERNAL TRAN CODE: 0670001000 TRAN CODE:  
 TRAN STATUS: DRCR HOST  
 DR AFFILIATE CODE: 043 CR AFFILIATE CODE: 043  
 REPEAT CODE: CALLER NAME:  
 NOTIFY:  
 WAIVE FEES: N  
 PROBLEMS: RESOLUTIONS: EXCEPTION REASON: 28- ADDRESS VERIFICATION  
 \* FINANCIAL INFORMATION \*  
 CREDIT ACCT: 6232 CARLOS GOODSPEED DBA CREDIT INTEREST ACCT:  
 DEBIT ACCT: 3305 FEDERAL RESERVE BANK OF DALLAS DEBIT INTEREST ACCT:  
 AMOUNT SENT: \$ .00 AMOUNT RECEIVED: \$ 620,000.00 PRINCIPAL: \$ 620,000.00 INTEREST: \$ .00  
 RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DATE: 02/08/17  
 \* FEDWIRE MESSAGE FORMAT \*  
 BUSINESS FUNCTION CODE: CTF  
 ORIGINATOR: 9692  
 BRYANT UNITED CAPITAL FUNDING INC  
 24044 CINCO RANCH BLVD  
 STE 100  
 KATY, TX 77494  
 SENDING BANK REFERENCE: 2017020800128351  
 BENEFICIARY: AC-1881906232  
 TOP AGENT ENTERTAINMENT  
 REFERENCE FOR BENEFICIARY: 0070911039388491  
 ORIG. TO BENE. INFO: DIFFERENCES 850 FOR DRAKE FORTUNE  
 MONEYNET FLAGS: E R T P I V N U C Z F D \* \* \* X  
 EVENT INIT: 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0  
 EVENT COND: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 DNYMC FLGS: B00000000000000000  
 INPUT OPTIONS: B00000001001000000  
 TRANSACTION HISTORY INFO: TIMESTAMP OPER ID INITIALS TERM ID  
 RECEIVE: 02/08/17 15:56  
 ENTRY: 02/08/17 16:22 411 LEITITISA LJ 137  
 EXCEPTION: 02/08/17 16:22 411 LEITITISA LJ 137  
 INCOMING: 02/08/17 15:56 AUTOPOST \*AP \*\*\*  
 TRANSMIT TIMESTAMP: RETURN TIMESTAMP:  
 170208004588

EXHIBIT 9 PLTF.  
 WITNESS Goodspeed DEFT.  
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 DATE 11-27-17  
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Exhibit 14

DATE: 03/09/17 MONEYNET DAILY TRANSACTION LOG, REPORT 120 TIME: 20:24  
 SEQUENCE NUMBER: 170309004133 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE SOURCE:  
 OWNING RBU: TEXAS \* ROUTING INFORMATION \*  
 ABA NAME ABA NAME  
 SOURCE BANK: 121000248 WELLS FARGO SF TARGET BANK: 111000753 COMERICA DALLAS  
 WIRE-KEY: FWIF011638 COMMLOG KEY: FWIF 1703091435253200 TESTCODE STATUS: 00  
 TRAN TYPE: INCOMING WIRE TRANSFER INTERNAL TRAN CODE: 0671000000 TRAN CODE:  
 TRAN STATUS: DRCR HOST  
 DR AFFILIATE CODE: 043 CR AFFILIATE CODE: 043  
 REPEAT CODE: CALLER NAME:  
 NOTIFY:  
 WAIVE FEES: N  
 PROBLEMS: RESOLUTIONS: EXCEPTION REASON: NONE  
 \* FINANCIAL INFORMATION \*  
 CREDIT ACCT: 232 CARLOS GOODSPEED DBA CREDIT INTEREST ACCT:  
 DEBIT ACCT: 305 FEDERAL RESERVE BANK OF DALLAS DEBIT INTEREST ACCT:  
 AMOUNT SENT: \$ .00 AMOUNT RECEIVED: \$ 200,000.00 PRINCIPAL: \$ 200,000.00 INTEREST: \$ .00  
 RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DATE: 03/09/17  
 \* FEDWIRE MESSAGE FORMAT \*  
 BUSINESS FUNCTION CODE: CTF  
 ORIGINATOR: 9692  
 BRYANT UNITED CAPITAL FUNDING INC  
 24044 CINCO RANCH BLVD  
 STE 100  
 KATY, TX 77494  
 SENDING BANK REFERENCE: 2017030900109555  
 BENEFICIARY: AC-1881906232  
 TOP AGENT ENTERTAINMENT  
 REFERENCE FOR BENEFICIARY: 0070911068903634  
 ORIG. TO BENE. INFO: TAYLOR SWIFT  
 TAYLOR SWIFT  
 MONEYNET FLAGS: E R T P I V N U C E F D \* \* \* X  
 EVENT INIT: 0 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0 0  
 EVENT COND: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 DNYMC FLGS: B00000000000000000  
 INPUT OPTIONS: B00000001001000000  
 TRANSACTION HISTORY INFO: TIMESTAMP OPER ID INITIALS TERM ID  
 RECEIVE: 03/09/17 14:35  
 ENTRY: 03/09/17 14:35 AUTOPOST \*AP \*\*\*  
 INCOMING: 03/09/17 14:35 AUTOPOST \*AP \*\*\*  
 TRANSMIT TIMESTAMP: RETURN TIMESTAMP:  
 170309004134

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 EXHIBIT 14  
 WITNESS Goodspeed  
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 DATE 11-27-17  
 BEHMK REPORTING AND VIDEO SERVICES, INC.

Exhibit 15

DATE: 03/13/17 MONEYNET DAILY TRANSACTION LOG. REPORT 120 TIME: 20:23  
 SEQUENCE NUMBER: 170313003967 ASSOC. SEQ. NUM.: MATCH SEQ. NUM.: MESSAGE SOURCE:  
 OWNING RBU: TEXAS \* ROUTING INFORMATION \*  
 ABA NAME ABA NAME  
 SOURCE BANK: 121000248 WELLS FARGO SF TARGET BANK: 111000753 COMERICA DALLAS  
 WIRE-KEY: FWIF011119 COMMLOG KEY: FWIF 1703131439090100 TESTCODE STATUS: 00  
 TRAN TYPE: INCOMING WIRE TRANSFER INTERNAL TRAN CODE: 0671000000 TRAN CODE:  
 TRAN STATUS: DRCR HOST  
 DR AFFILIATE CODE: 043 CR AFFILIATE CODE: 043  
 REPEAT CODE: CALLER NAME:  
 NOTIFY:  
 WAIVE FEES: N  
 PROBLEMS: RESOLUTIONS: EXCEPTION REASON: NONE  
 \* FINANCIAL INFORMATION \*  
 CREDIT ACCT: 6222 CARLOS GOODSPEED DBA CREDIT INTEREST ACCT:  
 DEBIT ACCT: 3305 FEDERAL RESERVE BANK OF DALLAS DEBIT INTEREST ACCT:  
 AMOUNT SENT: \$ .00 AMOUNT RECEIVED: \$ 400,000.00 PRINCIPAL: \$ 400,000.00 INTEREST: \$ .00  
 RATE: / RATE FLAG: LOAN TERM: DAYS: 000 AVAILABLE: SAME COLLATERAL: VALUE DATE: 03/13/17  
 \* FEDWIRE MESSAGE FORMAT \*  
 BUSINESS FUNCTION CODE: CTF  
 ORIGINATOR: 9692  
 BRYANT UNITED CAPITAL FUNDING INC  
 24044 CINCO RANCH BLVD  
 STE 100  
 KATY, TX 77494  
 SENDING BANK REFERENCE: 2017031300104880  
 BENEFICIARY: AC-1881906232  
 TOP AGENT ENTERTAINMENT  
 REFERENCE FOR BENEFICIARY: 0070911072723064  
 ORIG. TO BENE. INFO: TAYLOR SWIFT DIFFERENCE ON 600K  
 TAYLOR SWIFT DIFFERENCE ON 600K  
 MONEYNET FLAGS: E R T P I V N U C Z F D \* \* \* X  
 EVENT INIT: 0 0 0 0 0 0 0 0 0 1 0 0 0 0 0 0  
 EVENT COND: 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  
 TRANSACTION HISTORY INFO: DRYMC FLGS: B00000000000000000  
 INPUT OPTIONS: B00000001001000000  
 INITIALS TERM ID  
 RECEIVE: 03/13/17 14:39 AUTOPOST \*AP \*\*\*  
 ENTRY: 03/13/17 14:39 AUTOPOST \*AP \*\*\*  
 INCOMING: 03/13/17 14:39 RETURN TIMESTAMP:  
 TRANSMIT TIMESTAMP:  
 170313003968

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 EXHIBIT 15  
 WITNESS Goodspeed  
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 DATE 11-27-17  
 BEHMK REPORTING AND VIDEO SERVICES, INC.

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

SECURITIES AND EXCHANGE )  
COMMISSION, )  
Plaintiff, ) CASE NO.  
v. ) 4:17-CV-00336-ALM  
THURMAN P. BRYANT, III, and )  
BRYANT UNITED CAPITAL FUNDING, )  
INC., )  
Defendants, )  
ARTHUR F. WAMMEL, WAMMEL GROUP, )  
LLC, THURMAN P. BRYANT JR., ET AL. )  
Relief Defendants. )

VIDEOTAPED DEPOSITION OF CARLOS GOODSPEED

a/k/a SEAN PHILLIPS

MONDAY, NOVEMBER 27, 2017

PAGES 1 - 274; VOLUME 1

BEHMKKE REPORTING AND VIDEO SERVICES, INC.

BY: LESLIE McDONALD WILKINS, RPR NO. 029319

160 SPEAR STREET, SUITE 300

SAN FRANCISCO, CALIFORNIA 94105

(415) 597-5600



1 time he needed some of the money back. And he couldn't  
2 wait because he had some other stuff he was trying to  
3 do. I think it was like half of it, 150,000 of it,  
4 100,000 of it or something like that.

5 Q. He needed some of the money back?

6 A. Yeah. And we gave some of it to him.

7 Q. Who prepared this contract?

8 A. I did, not that good.

9 Q. Is that your standard contract form then?

10 A. Yeah, pretty much, I'm not too good with the  
11 contract thing.

12 Q. A lot of lawyers aren't either.

13 So is this a contract, the form you had used  
14 before for other deals?

15 A. Yeah.

16 Q. So what was your understanding of what the  
17 \$300,000 would be used for?

18 A. Would be going into Chris event, like, going into  
19 those shows for those markets.

20 Q. But what would the actual use of the money be?  
21 What's your understanding of that?

22 A. Well, it just goes -- each show is like maybe  
23 cost like 650, 700,000. It was only 100,000 on each  
24 one.

25 Q. So and that's the pay, like the AAC?

1 your introduction to Trey Bryant. And as I understood  
2 it, you let Mr. Mackey know when different investment  
3 opportunities were coming down the line.

4 The specific ones you mentioned were Drake,  
5 Taylor Swift and Justin Bieber. So what did Mr. Bryant,  
6 and when I say Mr. Bryant, I'm talking Mr. Bryant  
7 generally, both himself individually or on behalf of his  
8 company Bryant United.

9 What was Bryant's first investment with you?

10 A. It was supposed to be dealing with a Lil Wayne  
11 party, a party with Lil Wayne.

12 Q. When was that party supposed to happen?

13 A. Was that February? I think that was February.

14 Q. How do you know? You mentioned Lil Wayne  
15 earlier, do you know Lil Wayne?

16 A. Yes.

17 Q. And so he would be your relationship again to be  
18 able to facilitate that party?

19 A. I wouldn't talk to him, that was just a  
20 friendship thing. I'm saying business-wise, I'm saying  
21 it's a lot of different people you can talk to. You can  
22 talk to the agents, it just depends on the situation.

23 Because you-all always try to go get the best  
24 deal, that's the thing, you try to go get the best deal  
25 so you talk to different people to try to figure out the



1 when you talked to him in December of 2016?

2 A. Right. I knew it was an event they were working,  
3 considering doing, something they were trying to  
4 consider doing.

5 Q. And you used the word "they", who is "they"? The  
6 promoters?

7 A. Well, he was saying he deals with promoters. He  
8 deals with a lot of different guys. When people put on  
9 events like this, most of the time it's not just one  
10 guy. It's going to be a group. It might be, like, 20  
11 guys, maybe like 15 guys. It would be a group of  
12 people.

13 Q. And so and this -- and I don't want to talk about  
14 "mights" and that sort of thing. For this specific  
15 event, do you know who the promoters were?

16 A. No. I told you that I don't never know too much  
17 who the promoters are.

18 Q. I know. But we're talking --

19 A. But this one, no, I don't know.

20 Q. Okay. So Mr. Smith was another agent working  
21 with the promoters?

22 A. Right, I guess, yeah.

23 Q. So then, when did you first talk with Mr. Bryant  
24 about the Lil Wayne after-party?

25 A. Had to be January.

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 not 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?

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.



1 A. However we had to do it.

2 Q. And so, but then you and Mr. Bryant, it appears  
3 come to an arrangement where you would keep that  
4 \$230,000 for the next investment, correct?

5 A. Right.

6 Q. Now, what was that next investment?

7 A. We talked about Taylor Swift stuff, we talked  
8 about Drake stuff, we talked about a lot of different  
9 stuff.

10 Q. In this particular instance, what was the  
11 \$230,000 rolled over to?

12 A. I believe in Drake and Taylor Swift. We were  
13 doing both at the same time. We started talking about  
14 those deals at the same time.

15 Q. How do you know Drake?

16 A. How I do know him?

17 Q. Uh-huh.

18 A. I'm saying me and him don't have a relationship,  
19 I know his manager.

20 Q. Who is his manager?

21 A. Cortez Bryant.

22 Q. Does he go by Tez Bryant?

23 A. Yeah. I know everybody in his camp, people in  
24 his camp.

25 Q. But he goes by Tez Bryant, right?

1 A. Tez, yeah.

2 Q. Did you and Mr. Tez, pardon me, you and Mr.  
3 Bryant have a falling out?

4 A. No, never fell out with him.

5 Q. You're still -- you still have a positive  
6 relationship?

7 A. I have no problem with him.

8 Q. So Tez Bryant, which agent is he for Drake?

9 A. I'm saying Tez handles a lot of his business for  
10 him. There's a lot of people that handles business for  
11 him.

12 You come to those type of artists, there's a lot  
13 of people that's involved with you. You only got to  
14 talk to one of the people. You get contact with one of  
15 them, a lot of them can all make the same stuff happen.

16 Q. So in this particular instance, who were you  
17 coordinating an investment with for the Drake tour?

18 A. Oh, just was a number of guys, just with a number  
19 of guys.

20 Q. Okay, let's start with No. 1?

21 A. Like, I don't know, are you saying who am I  
22 dealing with, with it?

23 Q. Yeah.

24 A. On the deal, I'm dealing with this dude named  
25 Chauncey.

1 Q. Chauncey?

2 A. Yeah.

3 Q. What's Chauncey's last name?

4 A. I know that's a nickname.

5 Q. How do you spell Chauncey, like Chauncey Billups?

6 A. Yeah, like Chauncey Billups.

7 Q. So C-H-A-U-N-C-E-Y?

8 A. I guess.

9 Q. So what is Chauncey's role with Drake?

10 A. He's dealing with whoever he's dealing with, that  
11 I don't know. Like, he deals with whoever he's dealing  
12 with to work the deal, to work the situation out.

13 Q. What did Chauncey tell you about the Drake tour?

14 A. He was talking about the date. I can get you in  
15 on these days for this amount, just gave me different  
16 options.

17 Q. And so what -- again, we need more precision.  
18 What did Chauncey actually tell you about the tour  
19 dates?

20 A. Just that you can invest in them, that's it, that  
21 I can try to work something out for you to be able to  
22 invest in it.

23 Q. And what was your understanding from Chauncey how  
24 your investment money would be used?

25 A. It's just going to the stuff with the dates, that



1 Q. And you don't know exactly how the money would be  
2 used --

3 A. I just know it goes into the tour. I had a guy  
4 before that that dealt with him before and it wasn't  
5 good.

6 Q. What was -- what did Chauncey tell you could be  
7 the return on any investment?

8 A. He had some high numbers, it was a lot, high  
9 numbers. I know that the returns can be good on stuff  
10 like that. I know for a fact. I done seen it happen.

11 Q. So what was, again, specific, what did  
12 Mr. Chauncey tell you about the return on the  
13 investment? Did he give you numbers?

14 A. Yeah, he gave me numbers at the time, different  
15 numbers. He gave my around like what we could make by  
16 doing different amounts.

17 Q. And so what did he tell you? What were those  
18 numbers?

19 A. I don't remember the exact numbers, we were just  
20 talking in general.

21 Q. Did Chauncey tell you that this Drake tour was  
22 actually happening?

23 A. What did you say?

24 Q. That there was actually a Drake tour and the  
25 dates were booked?

1 A. Yeah, it was the Drake tour happening. We was  
2 trying to get it off the ground like get it situated and  
3 get it going. I was in negotiation and this is what  
4 they were trying to do. On his people on his end, they  
5 were trying to work a certain situation out and I could  
6 come in on this.

7 When we're coming in on this deal, the deal is  
8 not all the way fully done yet, it's an idea, something  
9 that is there that can happen. And we can all work and  
10 be on the same page.

11 Q. So when you spoke -- we're going to get to  
12 Mr. Bryant's communications in a second -- strike that.

13 When did you first talk with Mr. Bryant about  
14 this Drake concert? We just looked at an e-mail.

15 A. Sometime in February.

16 Q. I stepped on myself even. So when did you, to  
17 the best of your recollection, first talk to Mr. Bryant  
18 about the Drake concert tour?

19 A. Sometime in February, I believe, end of January.

20 Q. Because we just looked at Exhibit 8, the e-mail,  
21 and it seemed in that first e-mail communication there  
22 was, or at least in your response, on the second page of  
23 Exhibit 8, you reference the Drake and Future 5 show?

24 A. Right. So that's February.

25 Q. So as far as the status of the Drake tour, you



1 Q. Did you -- what did Mr. -- strike that.

2 What was Mr. Bryant and Bryant United's  
3 obligation to you, apart from giving you the investment  
4 money?

5 A. What you mean?

6 Q. I mean, aside from giving you money, was  
7 Mr. Bryant and Bryant United supposed to do anything?

8 A. No, no.

9 Q. They give you money and they get a profit --

10 A. Right, we work to set up to get a profit, that's  
11 it. We negotiate whatever deals we can. We can sit up  
12 here and try to work Taylor Swift and we can try to work  
13 Drake or it doesn't work out and we go try to figure out  
14 whatever.

15 Q. And so Mr. Bryant, in fact, sent you the  
16 equivalent of \$850,000, right?

17 A. What did you say?

18 Q. So Mr. Bryant in fact sent you the equivalent of  
19 -- strike that.

20 Mr. Bryant sent you an additional \$620,000,  
21 correct?

22 A. Yes, I believe so.

23 Q. He wired it to you, correct?

24 A. Yes.

25 (Deposition Exhibit No. 9 marked for identification.)

1 approximately five business days following the final  
2 concert date before July 1st, 2017.

3 A. Uh-huh.

4 Q. Okay, so that \$850,000 was going to return a  
5 \$900,000 profit, correct.

6 A. Uh-huh.

7 Q. And that was your contract?

8 A. Uh-huh.

9 Q. Now, on the first page of Exhibit 10, there are  
10 some specific locations; TWC Arena in Charlotte, North  
11 Carolina; Quicken Loans Arena, Cleveland; PNC Arena in  
12 Raleigh, North Carolina; FedEx Forum in Memphis,  
13 Tennessee; and Verizon Arena in Little Rock, Arkansas.

14 Where did you get the names of those venues from?

15 A. That was from Chauncey.

16 Q. Chauncey gave you those?

17 A. That's from Chauncey.

18 Q. Where did -- how did Chauncey communicate those  
19 to you?

20 A. He told me about them.

21 Q. What's Chauncey's -- do you have his phone  
22 number?

23 A. No, I'm not, no.

24 Q. Yes, you do have it, or, no, you don't have it.

25 A. No, I don't.

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



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.

1 thing that gets shows in those markets, like any  
2 concerts in those markets.

3 Q. So your sworn testimony is that you and Chauncey  
4 and the promoters were actively working to schedule five  
5 concerts at the locations on Exhibit 10 to be played --  
6 to be conducted in March and no later than June of 2017?

7 A. Right, that's what we was trying to do.

8 Q. And that was your contract with Bryant United?

9 A. Right.

10 Q. And as you sit here today, isn't it true that  
11 there was no concert that took place between March and  
12 June of 2017 with Drake at those five different  
13 locations?

14 A. Right.

15 Q. And is also your testimony correct that you  
16 received \$850,000 from Bryant United, correct?

17 A. Yes, sir.

18 Q. And isn't it also your testimony earlier that you  
19 were personally obligated to pay back that \$850,000?

20 A. Yes.

21 Q. And why have you not done so?

22 A. Because we're working on the situations to try to  
23 make us money.

24 Q. Who is "we"?

25 A. I've talked to my investor, to Trey and other

1 investors, people who are involved, to him involved.

2 Q. On Exhibit 10, on Exhibit 10 on that paragraph  
3 11, top of the page, investor understands that their  
4 agreement in this concert series will involve no risk.  
5 The promoter personally guarantees the return of the  
6 entire \$850,000 investment as stated in paragraph 5,  
7 section A?

8 A. Right.

9 Q. So you and Mr. Bryant have been in discussions  
10 about how to further investments of that \$850,000?

11 A. Yes.

12 Q. When did you last speak about this?

13 A. Speak all the time about it.

14 Q. When was the last time you spoke about this?

15 A. Recently, we talk about it regularly.

16 Q. So was your last discussion about this within the  
17 last week?

18 A. Yeah.

19 Q. It was?

20 Q. So you talked this week?

21 A. Last week I guess.

22 Q. So what did you and Mr. Bryant talk about with  
23 regards to investing that \$850,000 that you still hold?

24 A. It's involved in different situations, just  
25 whatever, anything that we can try to work to make



1 money. Because the thing is, that's it, anything that  
2 we can work to make money.

3 Q. Have you guys discussed any specific investment  
4 opportunities?

5 A. Different stuff, yeah, a lot of show stuff I told  
6 him about, different stuff, different tours that's  
7 coming up, different stuff.

8 Q. Give me some examples?

9 A. Talk about some Taylor Swift stuff, talked about  
10 different stuff, a lot of parties come up. You've got  
11 New Year's Eve events, you got Super Bowl coming up, a  
12 lot of big events that we can be involved in.

13 Q. So your testimony is that in the last two years  
14 you and Mr. Bryant have been discussing additional  
15 investment opportunities for that \$850,000?

16 A. Yes.

17 MR. BRYANT: No.

18 MR. REINSCH: Whoa, whoa, whoa, this is not  
19 -- I'm asking him questions.

20 A. I'm saying I'm trying to get what you're getting  
21 at. I'm not getting what you're saying to make sure I'm  
22 answering this right.

23 Q. We'll just move on from that.

24 So and also your testimony is that you're aware  
25 of the Drake tour in 2017?

1 (Deposition Exhibit No. 11 marked for identification.)

2 Q. I'm showing you what's being marked as Deposition  
3 Exhibit 11.

4 MR. REINSCH: Here you go, Trey.

5 Q. Deposition Exhibit 11 purports to be your  
6 Comerica bank account statement from February 1st, 2017,  
7 to February 28th, 2017. It's Bates labeled  
8 SEC/Comerica-00031 through 00035.

9 So Mr. Goodspeed, I'm going to give you a blue  
10 pen, can you look on -- what I'd like you to do is  
11 anywhere on Exhibit 11 if you see any use of funds in  
12 that account in furtherance of this Drake concert tour  
13 agreement?

14 A. No, I don't.

15 Q. So you had a beginning balance that month of  
16 negative \$578 as shown on the first page. You received  
17 \$620,000 in a wire, and the balance at the end of the  
18 month was \$13,000. So where did Mr. Bryant's money go?

19 A. That's what I said, we pay stuff with cash. We  
20 pay the stuff with cash.

21 Q. So you're saying you took out cash?

22 A. No. I paid stuff with cash with the money I had  
23 coming in.

24 Q. Okay, so --

25 A. That's not the only money that I had, just his



1 A. From closing on this rental property.

2 Q. So to move into your new rental house; is that  
3 correct?

4 A. Yeah. It was to close on the rental property,  
5 yeah.

6 Q. So this was the -- you paid Mr. Govender this  
7 money, this is your house on Cottonwood?

8 A. Yes.

9 Q. I think it was, what, 1300 Cottonwood Valley?

10 A. Yes.

11 Q. What's your monthly rent for that house?

12 A. The mortgage, we did a rent-to-own thing. It's  
13 mortgage thing.

14 Q. How much did you pay a month?

15 A. 6,000.

16 Q. 6,000. So why did you pay Mr. Govender 43,000?

17 A. To the deal that we did, I agreed to pay him up  
18 for six months.

19 Q. So that's a payment of six months' advance on  
20 that?

21 A. I believe so.

22 Q. Have any of the expenses we've looked at so far  
23 been in furtherance of the Drake concert promotion?

24 A. No, no, sir, which I already know that.

25 Q. And the Drake concert promotion, again, was not

1 concerning Taylor Swift?

2 A. A number of people, people call me all the time.

3 Q. So start with the first person, who is the first  
4 person that called you about Taylor Swift?

5 A. Are you talking about now, recently?

6 Q. I'm talking period.

7 A. Period. Shoot, I wouldn't even know.

8 Q. First, let's take it one bite at a time. In  
9 2017, did anyone approach you about investments in  
10 Taylor Swift concerts?

11 A. Yeah, I know a couple of guys that did.

12 Q. What are their names?

13 A. I don't know. Well, Mike is one guy, Mike is the  
14 main guy.

15 Q. What's Mike's last name?

16 A. Mike Touchins, Michael Touchins.

17 Q. How do you spell that?

18 A. Touchins.

19 Q. T-O-T -- do your best to -- where would we be  
20 able to find his name?

21 A. I don't know, he's just a guy, he's just a guy  
22 that has connections, man.

23 Q. He's a guy that has connections with Taylor  
24 Swift?

25 A. He has connections with a lot of people.

1 Q. Where does Mike live? I'll call him Mike?

2 A. He lives in Miami.

3 Q. How do you know Mike?

4 A. Just through mutual friends.

5 Q. And that is? What are those mutual friends?

6 A. Some people in Miami.

7 Q. Do you have Mike's telephone number?

8 A. No.

9 Q. You don't?

10 A. No.

11 Q. So if you wanted to call or communicate with

12 Mike, how would you find his phone number?

13 A. I got ways to get in touch with him. I wouldn't

14 talk to him on the phone.

15 Q. If you want to speak with Mr. Touchins right now,

16 how would you contact him?

17 A. I got somebody that would call him and get in

18 touch with him for me.

19 Q. Who is that?

20 A. A friend.

21 Q. Okay. Who is that?

22 A. It's a friend. So a friend, that's something I

23 shouldn't have to reveal.

24 Q. No, it is because we need to understand.

25 A. I can't involve these people, they don't have



1 A. Maybe December.

2 Q. December?

3 A. When we first started talking about it.

4 Q. December of 2016?

5 A. Yes.

6 Q. When did you bring that opportunity to  
7 Mr. Bryant's attention?

8 A. I'm definitely going to go in a minute.

9 Had to have been like January or February. I  
10 started talking to him about a lot of stuff, just  
11 different stuff that was going on that could be a  
12 possibility.

13 Q. My question is different. When did you bring up  
14 the opportunity to invest in the Taylor Swift concert  
15 with Mr. Bryant for the first time?

16 A. I said that, January or February.

17 Q. Just to close the loop, actually, back up for a  
18 second. On Exhibit 11 I had previously asked you to use  
19 the blue pen to mark any expenses that were in  
20 furtherance of the Drake tour investment.

21 Did you have an opportunity to mark --

22 A. Yeah, I had an opportunity to. I told you there  
23 wasn't anything for me to mark there.

24 Q. So let the record reflect that on Exhibit 11  
25 Mr. Goodspeed made no blue marks.

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.

1 A. I answered it already.

2 Q. Mr. Goodspeed, as you sit here today, we talked  
3 about Mr. Touchins when you brought the opportunity. We  
4 have not discussed who the actual alleged or hopeful  
5 promoters are for the Taylor Swift concert in 2017.

6 A. Depends on who you choose to go with. It could  
7 be a number of people. It depends on who you choose to  
8 go with, whatever is the best deal, whatever works the  
9 best situation for me and my people involved.

10 Q. So who as you sit here today is working to  
11 promote Taylor Swift concerts in those five locations on  
12 Exhibit 13?

13 A. Myself, nobody, nobody, I already told you.

14 Q. Anyone besides you?

15 A. What did you say?

16 Q. Anyone other than you that is trying to  
17 coordinate this?

18 A. No.

19 Q. Who are you working with?

20 A. I'm working with myself right now. That's who  
21 I'm working with.

22 Q. But who are you -- obviously, you're not going to  
23 -- you'll have to speak with somebody, a representative  
24 of Taylor Swift to make that concert happen, correct?

25 A. The people that need to take care of that.



1 Q. And who are those people?

2 A. That's irrelevant.

3 Q. Mr. Goodspeed, I'll tell you right now,  
4 especially if you want to leave here very soon --

5 A. We already talked about. I've been very  
6 respectful --

7 Q. Stop, stop. You're going to have to answer those  
8 questions. We're talking about Bryant United gave you  
9 \$600,000 to fund in part Taylor Swift concerts in June  
10 2017, correct?

11 A. Uh-huh.

12 Q. Those concerts did not happen?

13 A. Right.

14 Q. You still have Mr. Bryant's \$600,000, correct?

15 A. Right. All that will be -- everything will come  
16 back. That's the thing, everything will come back.

17 Q. Where is that \$600,000 right now?

18 A. It's moved where it needs to be. We're working  
19 on it to make money.

20 Q. So your sworn testimony is that --

21 A. So we're waiting for it to come back.

22 Q. But you got to wait for my question.

23 So your sworn testimony is that you took that  
24 \$600,000 that Bryant United gave you and you moved it,  
25 in your words, to where it needs to be to help promote

1 agreement with an investor like I do any other time.

2 I'm responsible for that money. I look to try to  
3 make money off the situation. We try to make everybody  
4 money involved. And if we can't come to something where  
5 we can all make money, then we just refund that money,  
6 that money goes back, that's it.

7 MR. REINSCH: Objection; nonresponsive.

8 Q. My question, G.C., is on Exhibit 16, can you  
9 point to any transaction that was made in furtherance of  
10 the Taylor Swift concert investment. And the answer is  
11 no?

12 A. Yeah, I already said no.

13 Q. If you look at the top of page 4 of 5 on  
14 Exhibit 16 on the bank account statement, the top of  
15 page 4 of 5 has electronic withdrawals, this statement  
16 period.

17 You'll see the first item dated March 14th,  
18 there's a \$200,000 payment to Rutt Capital; do you see  
19 that?

20 A. Yeah.

21 Q. Now, that's the day that's immediately after,  
22 pardon me, it's the day after you received the \$400,000  
23 wire from Bryant United.

24 What was that \$200,000 payment to Rutt Capital  
25 for?



1 Q. What was Bryant United obligated to do for you  
2 with regard to the Taylor Swift investment?

3 A. Nothing, we just going to invest what they want  
4 to invest to try to make money.

5 Q. Were there any other legwork or support --

6 A. No.

7 Q. And again, what was to be the source of any sort  
8 of profits or distributions to Bryant United at the  
9 conclusion of those Taylor Swift concerts?

10 A. We try to make profit in the situation. Those  
11 deals, if they don't happen, we can't make nothing  
12 happen, we refund the money, like I said.

13 Q. Did you prepare the Taylor Swift concert, I think  
14 that was exhibit -- Exhibit 13, did you prepare that  
15 contract?

16 A. Yes.

17 Q. Now, that was -- the format of this contract is  
18 very different than the format of the contract for the  
19 Lil Wayne investment, correct?

20 A. Uh-huh.

21 Q. So did you prepare Exhibit 13?

22 A. Yes.

23 Q. Why the change in format?

24 A. This is different, it was more shows, it's just  
25 different.

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

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 you?

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

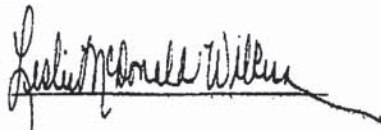


1       STATE OF TEXAS                                 )  
2   ) ss.  
3       COUNTY OF TARRANT                         )

4               I hereby certify that the witness in the  
5       foregoing deposition, CARLOS GOODSPEED, was by me duly  
6       sworn to testify to the truth, the whole truth, and  
7       nothing but the truth, in the within-entitled cause;  
8       that said deposition was taken at the time and place  
9       herein named; and that the deposition is a true record  
10      of the witness's testimony as reported by me, a duly  
11      registered professional shorthand reporter and a  
12      disinterested person, and was thereafter transcribed  
13      into typewriting by computer.

14             I further certify that I am not interested in the  
15      outcome of the said action, not connected with nor  
16      related to any of the parties in said action, nor to  
17      their respective counsel.

18             IN WITNESS WHEREOF, I have hereunto set my hand  
19      this 28th day of November, 2017.  
20      Reading and Signing was requested.

21  
22               
23

24      LESLIE McDONALD WILKINS, RPR NO. 029319  
25

Exhibit 8

To: Trey Bryant, CEO [REDACTED]  
From: G C  
Sent: Tue 2/7/2017 3:36:22 PM  
Importance: Normal  
Subject: Re: Signed 850k Agreement

We will not do this in the future just ask for this 1 time exception thanks

Sent from Yahoo Mail on Android

On Tue, Feb 7, 2017 at 3:34 PM, Trey Bryant, CEO

[REDACTED] wrote:

In the future- I will have to realize return and profits before sending new money.  
For good relationship purposes and timing, I am making an exception on this deal.

Thanks,

Trey Bryant, CEO  
[REDACTED]

Sent from my Bryant United iPhone

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

On Feb 7, 2017, at 2:56 PM, G C <[REDACTED]> wrote:

Perfect

Sent from Yahoo Mail on Android

On Tue, Feb 7, 2017 at 2:55 PM, Trey Bryant, CEO

[REDACTED] wrote:

Confirmed and agreed.

Thanks,

Trey Bryant, CEO  
[REDACTED]

Sent from my Bryant United iPhone

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

EXHIBIT 8 PLTF.  
WITNESS Goodspeed DEFT.  
CONSISTING OF 2 PAGES  
DATE 11-27-17  
BEHMKER REPORTING AND VIDEO SERVICES, INC.

On Feb 7, 2017, at 2:53 PM, G C  
[REDACTED] wrote:

This email is being sent to confirm that Bryant United will be sending a wire for \$620k on Wednesday morning February 8th 2017 off of the 850k investment deal for the Drake and Future 5 show dates due to the fact of the \$230k amount due by Top Agent Entertainment from the Lil Wayne Superbowl party deal. This will make that deal whole. So when the wire for the Superbowl party comes in no money will be owed to Bryant United. The only wire due to Bryant United will be the 1,750,000.00 due before July 1st 2017.  
Thanks

Sent from Yahoo Mail on Android

On Tue, Feb 7, 2017  
at 1:59 PM, Trey  
Bryant, CEO  
[REDACTED]@bryantunite  
[REDACTED] wrote:

See signed  
agreements. I will  
send the funds as soon  
as the \$230k post per  
other agreement.:)

**TOP AGENT ENTERTAINMENT**  
**3990 VITRUVIAN WAY ADDISON, TX 75001**  
**PHONE:** [REDACTED]  
**CELL:** [REDACTED]  
**EMAIL:** [REDACTED]

**Investment/Partner Agreement**

This agreement is made between Sean Phillips of Top Agent Entertainment ("Agent/Partner") and Trey Bryant of Bryant United ("Partner") on January 22nd, 2017 as follows:

**PURPOSE:** Agent/Partner engages Bryant United to provide and perform certain financing and services described and defined as follows: Bryant United shall immediately remit to Agent/Partner initial financing in the amount of \$150,000.00 for Agent/Partner's Lil Wayne Super Bowl Party Event in Houston Tx on February 4th, 2017.

**TERM AND FEES:**

HOUSTON TX AT AYVA CENTER ON FEBRUARY 4TH, 2017  
ARTIST: LIL WAYNE & FRIENDS  
INVESTMENT: \$150,000.00 USD

FOR INVESTMENT Bryant United SHALL RECEIVE A FULL 100% RETURN OF THE \$150,000.00 INVESTMENT PLUS A PROFIT AMOUNT OF \$80,000.00 THAT WILL TOTAL A FULL AMOUNT OF \$230,000.00. THE MONEY WILL BE PAID TO Bryant United ON FEBRUARY 6TH, 2017.

NOTE: NO MATTER THE OUTCOME OF THE LIL WAYNE SUPER BOWL PARTY EVENT FOR THIS INVESTMENT BY Bryant United THE \$150,000.00 WILL BE FULLY REFUNDED TO Bryant United NO LATER THAN 48 hours if the party is canceled or postponed.

**LIQUIDATED DAMAGES:** In the event that Agent/Partner fails to remit all payout by February 6th, 2017 Agent/Partner shall owe to Bryant United a liquidated damages amount equal to \$50.00 for each day that Agent/Partner fails to remit payout.

**PAYMENT INSTRUCTIONS TO AGENT/PARTNER:** \$150,000.00 shall be paid to and in the name of the Agent/Partner TOP AGENT ENTERTAINMENT and should be paid by Monday January 23rd, 2017 via Bank Wire to:

COMERICA BANK  
NAME ON ACCT: TOP AGENT ENTERTAINMENT  
ACCT#1 [REDACTED] 6232  
ROUT# 111000753  
AMOUNT: \$150,000.00 (\$100,000.00 Already Paid)  
DUE DATE: 1-23-17



**PAYMENT INSTRUCTIONS TO Bryant United:** \$230,000.00 will be paid to and in the name of Bryant United and will be paid on February 6th, 2017 via Bank Wire to:

**(Bryant United or TBA)**

**MISCELLANEOUS:** This Agreement represents the entire Agreement between Top Agent Entertainment and Bryant United and supersedes, nullifies and amends all prior agreements or other correspondence between the parties with respect to the Picture. Any amendments to this Agreement must be in writing and executed by the parties hereto. Headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof. The parties acknowledge that certain provisions of this Agreement may be modified by provisions of written agreements between Top Agent Entertainment and Bryant United if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions will be severable from the rest of this Agreement and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. The representations and warranties contained herein and in any documents delivered pursuant to this Agreement will survive the date of execution of this Agreement and will continue until the full and final payment and performance of all obligations under this Agreement. This Agreement is binding on all successors of the parties. This agreement is governed by Texas law. The Forum will be Dallas County, Texas, and the state or federal courts located in Dallas County, Texas. In any proceeding brought to enforce this Agreement or by reason of any claimed default in the performance hereof by any party, the prevailing party in such suit shall be awarded reasonable outside attorneys' fees, costs and expenses in the defense or prosecution thereof as part of the judgment terminating such proceeding. This Agreement may be executed in counterparts, each of which together shall constitute one and the same instrument. The signatures below confirm that both parties have read and approved each provision set forth.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above.

**AGENT/PARTNER**

\_\_\_\_\_  
Top Agent Entertainment Rep.

\_\_\_\_\_  
Date

**PARTNER**

\_\_\_\_\_  
Bryant United (Investor)

\_\_\_\_\_  
Date



Exhibit 11

80744

|||||  
CARLOS GOODSPEED DBA  
MR TOP AGENT ENTERTAINMENT  
[REDACTED]

### Basic Business Checking statement

February 1, 2017 to February 28, 2017  
Account number [REDACTED] 8232

### Account summary

Beginning balance on February 1, 2017	\$-578.61
Plus deposits	
Electronic deposits	\$620,000.00
Paper deposits	\$18,000.00
Less withdrawals	
ATM/Debit Card withdrawals	-\$28,687.37
Electronic (EFT) withdrawals	-\$266,478.06
Other withdrawals	-\$328,694.88
Fees and service charges	-\$322.00
<b>Ending balance on February 28, 2017</b>	<b>\$13,239.08</b>

### To contact us

Call  
(800) 925-2160  
Hearing impaired (TDD 800 822-6546)

Visit our web site  
[www.comerica.com](http://www.comerica.com)

Write to us  
COMERICA BANK  
P.O. BOX 660282  
DALLAS, TX 75265-0282

### Important information

The Account Balance Fee for this statement  
period for this account is \$0.00/\$1,000.

**Thank you.**

EXHIBIT 11 PLTF.  
WITNESS Goodspeed DEF.  
CONSISTING OF 5 PAGES  
DATE 11-27-17  
BEHMKER REPORTING AND VIDEO SERVICES, INC.

Page 1 of 5

SEC-COMERICA-E-0000031

APP. 000049

Basic Business Checking statement  
February 1, 2017 to February 28, 2017

Basic Business Checking account details: [REDACTED] 6232

### Electronic deposits this statement period

Date	Amount	Activity	Reference numbers	
			Customer	Bank
Feb 08	620,000.00	Wire # 004587 Org Bryant United Fed # 013632		[REDACTED] 0518
Total Electronic Deposits: \$620,000.00				
Total Number of Electronic Deposits: 1				

### Paper deposits this statement period

Date	Amount (\$)	Reference numbers		Date	Amount (\$)	Reference numbers	
		Customer	Bank			Customer	Bank
Feb 17	10,000.00		0430496848	Feb 24	8,000.00		0430487738
Total Paper Deposits: \$18,000.00							
Total Number of Paper Deposits: 2							

### ATM/Debit Card transactions this statement period

Date	Amount (\$)	Activity	Bank reference number
Feb01	-272.10	VISA The Ritz Carlton South Miami FL	0F42774487
Feb01	-235.82	VISA The Ritz Carlton South Miami FL	0F43742541
Feb01	-75.00	VISA American Air0010644518327 Fort Worth TX	0F47351793
Feb08	-698.21	Pur Neiman Mar Neiman Marcus 1 Dallas TX	0P62003010
Feb09	-916.81	VISA Vivid Seats The Comed 866-848-8499 IL	0F41541960
Feb10	-165.92	VISA Vivid Seats Ro James 866-848-8499 IL	0F41382009
Feb10	-286.83	Pur Nst Best B 4255 Lyndon B J Farmer Branch TX	0P62606859
Feb10	-644.09	Pur Nnt S Ferr 8687 N Central Dallas TX	0P66002225
Feb13	-356.51	VISA Sprint *wireless 800-639-6111 KS	0F47500801
Feb13	-41.32	VISA Ntta Cust Svc Ge 972-818-6882 TX	0F41267681
Feb13	-270.63	VISA Reuniontower.com 214-712-7060 TX	0F45335142
Feb13	-450.00	VISA Elegant Furniture Dallas TX	0F41955653
Feb13	-75.46	VISA Zara USA 3486 Dallas TX	0F46321284
Feb13	-89.52	VISA Zara USA 3486 Dallas TX	0F49322412
Feb13	-300.00	W/D At 4100 Spring Valley Rd	0A35005791
Feb13	-17.32	VISA Happiest Hour Dallas TX	0F41963254
Feb13	-306.04	Pur Petsmart # Petsmart # 2414 Dallas TX	0P63641067
Feb13	-433.00	VISA Gctocentrecom Arlington TX	0F45135384
Feb13	-2,000.00	VISA Bed Bath & Beyond #341 Southlake TX	0F42570059
Feb13	-380.00	W/D At 13995 Midway Rd Dallas TX	0A32818157
Feb13	-2.50	Other Bank ATM Fee	0A32818157
Feb13	-2.00	Non-comerica ATM Usage Fee - W/D	0A32818157
Feb13	-346.26	Pur Target T-1 7845 N Macarthur Irving TX	0P66081589
Feb14	-237.62	VISA Zara USA 3486 Dallas TX	0F40360841
Feb14	-119.06	VISA Journeys #0191 Irving TX	0F46124703
Feb15	-675.72	VISA Ticketmaster 800-653-8000 CA	0F43188768
Feb15	-1,036.60	VISA Lowes #01811* Irving TX	0F47290523
Feb15	-152.60	VISA Shoe Palace #40 Irving TX	0F46580996
Feb15	-337.85	VISA Fsi*atmos Energy 866-405-1926 TX	0F40010754
Feb15	-206.00	VISA Fsi*atmos Energy 866-405-1926 TX	0F48769672
Feb15	-476.24	Pur Nst Best B 1900 Market Pla Irving TX	0P61604197
Feb15	-200.00	W/D At 2200 N Lamar Street Dallas TX	0A32003593
Feb15	-3.99	Other Bank ATM Fee	0A32003593
Feb15	-2.00	Non-comerica ATM Usage Fee - W/D	0A32003593
Feb15	-200.00	W/D At 2200 N Lamar Street Dallas TX	0A39003594
Feb15	-3.99	Other Bank ATM Fee	0A39003594
Feb15	-2.00	Non-comerica ATM Usage Fee - W/D	0A39003594
Feb15	-1,240.95	Pmt Wu Santand 8585 Stemmons F Dallas TX	0P68904834
Feb16	-122.97	VISA Bounce Energy Inc 888-452-6862 TX	0F41320067

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SEC-COMERICA-E-0000032

APP. 000050

Basic Business Checking statement  
February 1, 2017 to February 28, 2017

## Basic Business Checking: ██████████6232

### ATM/Debit Card transactions this statement period (continued)

Date	Amount (\$)	Activity	Bank reference number
Feb16	-206.87	VISA Zara USA 3486 Dallas TX	0F49392028
Feb16	-300.00	W/D At 1050 W John Carpenter Fw	0A34003163
Feb17	-224.30	VISA Zara USA 6477 Dallas TX	0F43852888
Feb17	-200.81	VISA Zara USA 6477 Dallas TX	0F40910271
Feb17	-450.00	VISA My Bike And Parts 972-484-7869 TX	0F46495829
Feb21	-333.98	VISA Two*time Warner Cable 888-twcable TX	0F49476807
Feb21	-73.72	VISA The Shell Shack - TX Dallas TX	0F42924027
Feb21	-32.01	VISA Barcadia Dallas TX	0F44295860
Feb21	-105.00	VISA Irving Cust Service Irving TX	0F46362489
Feb21	-514.17	VISA Foot Locker 07121 Mesquite TX	0F49220883
Feb21	-329.08	VISA Jimmy Jazz #1108 Mesquite TX	0F42510248
Feb21	-691.25	VISA Sprint Retail #218007 Dallas TX	0F41297034
Feb21	-193.50	VISA Nordstrom #0723 Dallas TX	0F42827901
Feb21	-378.86	VISA Rescue Cell Phone Dallas TX	0F45351991
Feb21	-1,050.00	Pur My Bike An My Bike And Par Dallas TX	0P67449070
Feb21	-300.00	W/D At 1050 W John Carpenter Fw	0A39003257
Feb22	-68.15	VISA Sprint Retail #218007 Dallas TX	0F48667922
Feb23	-2,400.00	VISA Ozone Billiards 770-874-6181 GA	0F48550536
Feb24	-2,000.00	VISA Elegant Furniture Dallas TX	0F46893419
Feb27	-217.00	VISA Bed Bath & Beyond #341 Southlake TX	0F41381767
Feb27	-140.69	VISA Dick's Clothing&sporting Dallas TX	0F48501180
Feb27	-700.00	VISA Discount Glass Inc-dgi Dallas TX	0F49648838
Feb27	-300.00	W/D At 5646 E Mockingbird Ln Dallas TX	0A35422290
Feb27	-3.00	Other Bank ATM Fee	0A35422290
Feb27	-2.00	Non-comerica ATM Usage Fee - W/D	0A35422290
Feb27	-259.79	Pur Foot Locke Foot Locker 250 Dallas TX	0P61858645
Feb27	-1,198.04	VISA Ticketmaster 800-653-8000 CA	0F46622625
Feb27	-300.00	W/D At 1050 W John Carpenter Fw	0A38003372
Feb27	-104.14	VISA Benihana Dallas Dallas TX	0F45332086
Feb27	-533.56	Pur Ua Bh Nort 8687 North Cent Dallas TX	0P60705300
Feb28	-1,500.00	VISA Elegant Furniture Dallas TX	0F41668324
Feb28	-194.52	VISA Zara USA 3486 Dallas TX	0F43912967

Total ATM/Debit Card Withdrawals: -\$28,687.37

Total Number of ATM/Debit Card Withdrawals: 71

### Electronic withdrawals this statement period

Date	Amount (\$)	Activity	Reference numbers	
			Customer	Bank
Feb 08	-40,000.00	Wire # 102971 Bnf Alandria Baccu Fed # 000574		9485001137
Feb 08	-35,000.00	Wire # 102898 Bnf Teri Makarian Fed # 000557		9485001136
Feb 08	-10,000.00	Wire # 102928 Bnf Serge Francois Fed # 000564		9485001135
Feb 09	-70,000.00	Wire # 103004 Bnf Eric Johnson Fed # 000126		9485001158
Feb 09	-25,000.00	Wire # 103099 Bnf Bernard James Fed # 000063		9485001157
Feb 09	-16,400.00	Wire # 103029 Bnf Victoria Tsali Fed # 000051		9485001156
Feb 09	-11,500.00	Wire # 103035 Bnf Lauren Tillis Fed # 000055		9485001155
Feb 09	-10,000.00	Wire # 102995 Bnf Keith Wilkerson Fed # 000062		9485001152
Feb 09	-10,000.00	Wire # 103044 Bnf Rutl Capitol L Fed # 000053		9485001153
Feb 09	-10,000.00	Wire # 103068 Bnf Joseph Mackey Fed # 000061		9485001154
Feb 09	-6,000.00	Wire # 103107 Bnf Tiffany Ewell Fed # 000060		9485001151
Feb 09	-2,500.00	Wire # 103060 Bnf Anthony Jackso Fed # 000056		9485001150
Feb 17	-78.06	Dallas Water Util Dwu IVR		9488141331
Feb 23	-10,000.00	Wire # 101851 Bnf Rutl Capitol L Fed # 000291		9485001319
Feb 24	-10,000.00	Wire # 101241 Bnf Rutl Capitol L Fed # 000399		9485001806

Total Electronic Withdrawals: -\$266,478.06

Total Number of Electronic Withdrawals: 15

**Basic Business Checking statement**  
**February 1, 2017 to February 28, 2017**

**Basic Business Checking:** ██████████ 6232

**Other withdrawals this statement period**

<b>Date</b>	<b>Amount (\$)</b>	<b>Activity</b>	<b>Bank reference number</b>
Feb08	-85,186.00	Withdrawal	0430336244
Feb08	-5,000.00	Withdrawal	0430336243
Feb09	-189,658.00	Withdrawal	0430382737
Feb09	-5,000.00	Withdrawal	0430382736
Feb10	-14,000.00	Withdrawal	0430531058
Feb13	-6,500.00	Withdrawal	0430905770
Feb15	-11,125.88	Withdrawal	0430235630
Feb17	-4,725.00	Withdrawal	0430524089
Feb22	-3,000.00	Withdrawal	0430518092
Feb23	-2,000.00	Withdrawal	0430422487
Feb27	-2,500.00	Withdrawal	0430630599

**Total Other Withdrawals: -\$328,694.88**

**Total Number of Other Withdrawals: 11**

**Fees and service charges this statement period**

<b>Date</b>	<b>Amount (\$)</b>	<b>Activity</b>	<b>Bank reference number</b>
Feb 02	-37.00	Fee - Overdraft	0F42774487
Feb 02	-37.00	Fee - Overdraft	0F43742541
Feb 02	-37.00	Fee - Overdraft	0F47351793
Feb 14	-211.00	Service Charge	0001451872

**Total Fees and Service Charges: -\$322.00**

**Total Number of Fees and Service Charges: 4**

**\$ Lowest daily balance**

Your lowest daily balance this statement period was **\$-1,272.53**  
on February 2, 2017.



**Basic Business Checking statement**  
**February 1, 2017 to February 28, 2017**

## Basic Business Checking: [REDACTED] 6232

### PLEASE EXAMINE THIS STATEMENT PROMPTLY

#### Reporting Errors and Unauthorized Transactions

**Personal Accounts: Electronic Funds Transfers:** In Case of Errors (including unauthorized electronic transactions) or Questions About Your Electronic Transfers: Call us at the telephone number printed on the first page of this statement or write us at the address printed on the first page of this statement as soon as you can, if you think this statement or your receipt is wrong or if you need more information about a transfer on the statement or receipt. For pre-authorized transfers (e.g., insurance payments, etc.), call us at the telephone number printed on the first page or write us at Comerica Bank – Electronic Services Department, Attn: Research, P.O. Box 75000, Detroit, Michigan 48275-7570. For Comerica ATM Card or Comerica Check Card transactions, call us at the telephone number printed on the first page or write us at Comerica Bank – Electronic Processing, P.O. Box 75000, Detroit, Michigan 48275-7584. We must hear from you no later than 60 days after we sent you the FIRST statement on which the Error or problem appeared.

When reporting the Error: (1) tell us your name and account number (if any); (2) describe the Error (an Error includes an unauthorized electronic funds transfer) or the electronic transfer you are unsure about, and explain as clearly as you can why you believe it is an Error or why you need more information; and (3) tell us the dollar amount of the suspected Error or the transaction you question.

We will investigate your complaint and will correct any Error promptly. If we take more than 10 business days (20 business days for new accounts) to do this, we will credit your account for the amount you think is in Error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provide provisional credit to your account.

**Comerica Check Card Transactions:** Notwithstanding the above information, if your account was debited for a transaction resulting from the use of your Comerica Check Card or Check Card number (does not apply to ATM Cards or Comerica Check Cards that are not activated), you may have additional rights and protections. See the Comerica Business and Personal Deposit Account Contract for specific information.

**Checks and Other Non-Electronic Funds Transfer Transactions:** If you need a copy of a check or additional information about a transaction, you can call us at the telephone number on the first page of this statement. State law and the terms of the Business and Personal Deposit Contract govern your liability and the Bank's for fraudulent checks and non electronic funds transfer transactions. The best way to limit your possible loss is to report any unauthorized activity involving your account as soon as possible but always within 30 days of when we sent the statement to you or otherwise made the information available to you. See the Comerica Business and Personal Deposit Contract for further details.

**Business Accounts: Electronic Transactions:** If you think this statement shows an Error (an Error includes an unauthorized electronic transaction) or an ATM receipt you received is wrong or if you need more information about an electronic transaction listed on the statement, call or write us as soon as possible at the telephone number or address printed on the first page but always within 30 days of when we first made the information available to you regarding the transaction. For pre-authorized transfers (e.g., insurance payment, etc.), call us at the telephone number printed on the first page or write us at Comerica Bank – Electronic Services Department, Attn: Research, P.O. Box 75000, Detroit, Michigan 48275-7570. For Comerica ATM Card or Comerica Business Check Card transactions, call us at the telephone number printed on the first page or write us at Comerica Bank – Electronic Processing, P.O. Box 75000, Detroit, Michigan 48275-7584. For all claims related to an electronic transaction, we must hear from you no later than 30 days after we first made the information available to you regarding the transaction otherwise you may waive your right to recover for the loss you incurred. Call or write us as soon as possible at the telephone number or address printed on the first page and (1) tell us your name and account number; (2) describe the Error or transaction you are unsure about, and explain as clearly as you can why you believe it is an Error or why you need more information; and (3) tell us the dollar amount of the suspected Error. We reserve the right to require that you complete an affidavit regarding claims of unauthorized transactions. If we timely receive your claim, we will investigate your claim and correct any Errors within the time frame required by law. If the claim is for an unauthorized electronic transaction and we find your claim genuine, we will process your claim in accordance with ACH rules or other applicable electronic clearinghouse rules. To the extent we recover we will refund to you the recovery. If an electronic transaction, including wire transfer was conducted in accordance with the terms of an electronic service you agreed to obtain from us, the terms of that agreement will govern whether the transaction in question is authorized or not.

**Comerica Business Check Card Transactions:** If your account was debited for a transaction resulting from the use of your Comerica Business Check Card or Check Card number (does not apply to ATM Cards or Comerica Check Cards that are not activated) or if your claim is related to an electronic debit transaction resulting from the use of your Comerica Check Card or Check Card number, you may have rights and protections in addition to those described above. See the Comerica Business and Personal Deposit Account Contract for specific information.

**Checks and Other Non-Electronic Transactions:** If you need a copy of a check or additional information about a non-electronic transaction, you can call us at the telephone number on the first page of this statement. State law and the terms of the Business and Personal Deposit Contract govern your liability and the Bank's for fraudulent checks and non electronic transactions. The best way to limit your possible loss is to report any unauthorized activity involving your account as soon as possible but always within 30 days of when we sent the statement to you or otherwise made the information available to you. See the Business and Personal Deposit Contract for further details. You should keep this statement for your records.

**Balancing Your Account:** For assistance on how to balance your account, please call us at the phone number listed on your account statement or visit your local Comerica banking center.



Equal Opportunity Lender Rev. 07-05



www.comerica.com

MEMBER FDIC

Page 5 of 5

SEC-COMERICA-E-0000035

APP. 000053

Exhibit 10

To: CEO Trey Bryant [REDACTED]  
From: G C  
Sent: Tue 2/7/2017 1:33:12 PM  
Importance: Normal  
Subject: Signed Agreement 850k

Sign and email back text me in the morning after you send wire buddy thanks. Also send me your kids sizes on the Under Amour.

God Bless Our Business Always.....

EXHIBIT 10 PLTF.  
WITNESS Goodspeed DEFT.  
CONSISTING OF 7 PAGES  
DATE 11-27-17  
BEHMKKE REPORTING AND VIDEO SERVICES, INC.

FW4150-DEPO-GOODSPEED 0019

APP. 000054



## TOP AGENT ENTERTAINMENT

### INVESTOR AGREEMENT AGRMT #0357-28-0511-242-16

This AGREEMENT, entered into and fully executed this 7th day February, 2017, by and between Top Agent Entertainment, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and Bryant United (hereinafter referred to as "Investor").

WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "Drake & Future" for the following concert series to take place in March no later than June of 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of \$850,000.00 USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$850,000.00 USD to Promoter and the payment shall be due on or before Wednesday, February 8, 2017 which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Drake & Future Shows".

TOP AGENT ENTERTAINMENT 3990 Virtruvian Way, Addison, TX 75001 Phone: (682) 561-8900

1

**TOP AGENT  
ENTERTAINMENT**

Comerica Bank  
4100 Spring Valley Road  
Dallas, TX 75244

Account Owner: Top Agent Entertainment  
3990 Virtruvian Way, Addison, TX 75001

Routing # 1881906232  
Account # [REDACTED] 0753

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
- a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
  - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
- a. Investor shall recoup the total investment of \$850,000.00 USD (Before July 1<sup>st</sup> 2017) from the ticket account ticket sales and;
  - b. Investor shall recoup (\$900,000.00 USD) of the net profit from the event ticket sales and any additional revenue streams of all five (5) concerts within approximately five (5) business days following the final concert date (Before July 1<sup>st</sup> 2017).
  - c. ~~Investor shall receive five percent (5%) of the merchandising sales proceeds from each event (Before July 1<sup>st</sup> 2017).~~
  - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

*J.P.*

TOP AGENT ENTERTAINMENT 3990 Virtruvian Way, Addison, TX 75001 Phone: (682) 561-8900

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**TOP AGENT  
ENTERTAINMENT**

7. **FORCE MAJEURE:** For the purpose of this Agreement, an "Event of Force Majeure" is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.

- a. In the event of an act of "Force Majeure" or full cancellation of the concerts for any reason, the initial investment of \$850,000.00 shall be reimbursed within five (5) business days of cancellation announcement.

8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the "secrecy undertaking").

Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.

The matters referred to in the clause include, without limitation, the names of any of the Investor's customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates.

This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor's business, and its goodwill.

9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.

10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.



TOP AGENT ENTERTAINMENT 3990 Virtruvion Way, Addison, TX 75001 Phone: (682) 561-8900

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**TOP AGENT  
ENTERTAINMENT**

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$850,000.00 USD investment funds as stated in paragraph 5 section a.

12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.

15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

TOP AGENT ENTERTAINMENT 3990 Vitruvian Way, Addison, TX 75001 Phone: (682) 561-8900

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## TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.
19. **EXPENSES FOR FIVE CONCERT EVENTS:** Below is a list of concert expenses for each five markets. These expenses are estimated costs as taxes and certain venue expenses can not be projected. For the purposes of the Investor, the Promoter agrees that any additional expenses that may occur which are not listed below, will be his sole responsibility for paying. The Investor shall not be responsible for any expenses above those listed below.

### P&L Projections



	Charlotte, NC	Raleigh, NC	Cleveland, Ohio	Memphis, TN	Little Rock, AR
Venue	TRC Arena	PNC Arena	Quicken Loans Arena	FedEx Forum	Verizon Arena
Artist, Travel, Hotel, Ground, Production, Catering	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Venue	75,000.00	75,000.00	75,000.00	75,000.00	75,000.00
Marketing/Promotion	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
ASCAP/BMI (Approx)	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00
Credit Card Fee (Approx)	29,600.00	29,600.00	29,600.00	29,600.00	29,600.00
Sales Tax (Approx)	103,600.00	103,600.00	103,600.00	103,600.00	103,600.00
Insurance	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
<b>TOTAL EXPENSE</b>	<b>1,067,430.00</b>	<b>1,067,430.00</b>	<b>1,067,430.00</b>	<b>1,067,430.00</b>	<b>1,067,430.00</b>

TOP AGENT ENTERTAINMENT 3990 Virtruvian Way, Addison, TX 75001 Phone: (682) 561-8900

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**TOP AGENT  
ENTERTAINMENT**

IT IS SO AGREED & ACCEPTED:

BY: *San Phil*  
Top Agent Entertainment  
(Promoter)

2-7-17  
Date

By: \_\_\_\_\_  
Bryant United  
(Investor)

\_\_\_\_\_  
Date

TOP AGENT ENTERTAINMENT 3990 Virtruian Way, Addison, TX 75001 Phone: (682) 561-8900

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Exhibit 13

From: G C <[REDACTED]>  
To: CEO Trey Bryant <[REDACTED]>  
Date: Tue, 07 Mar 2017 10:45:49 -0600  
Subject: Fw: Trey Taylor Deal


GOD BLESS OUR BUSINESS ALWAYS.... 

EXHIBIT 13 PLTF.  
WITNESS Goodspeed DEFT.  
CONSISTING OF 6 PAGES  
DATE 11-27-17  
BEHMKER REPORTING AND VIDEO SERVICES, INC.

FW4150-DEPO-GOODSPEED 0028

APP. 000061

# TOP AGENT ENTERTAINMENT

## INVESTOR AGREEMENT AGRMT #0357-28-0511-242-19

This AGREEMENT, entered into and fully executed this 7th day March, 2017, by and between **Top Agent Entertainment**, located at 3990 Virtruvian Way, Addison, TX 75001 (hereinafter referred to as "Promoter") and **Bryant United** (hereinafter referred to as "Investor"). WHEREAS, Promoter desires to obtain funding for five (5) one off concerts with "**Taylor Swift**" for the following concert series to take place in June 2017:

TWC Arena,	Charlotte, NC
Quickens Loans Arena,	Cleveland, OH
PNC Arena,	Raleigh, NC
FedEx Forum,	Memphis, TN
Verizon Arena,	Little Rock, AR

WHEREAS, Investor desires to lend a percentage of the funds necessary to produce, promote and operate the events.

NOW, THEREFORE, for good and valuable consideration herein acknowledged, it is hereby acknowledged and agreed that the Investor shall fund the events in accordance with the following terms:

1. **INVESTMENT:** Investor shall provide to Promoter the amount of **\$600,000.00** USD (hereinafter "Investment") which is a portion of the total cost to produce, promote and operate the events.
2. **TIME OF INVESTMENT:** Investor shall be responsible for total payment of \$600,000.00 USD to Promoter and the payment shall be due on or before **Friday, March 10, 2017** which will be immediately used for the initial deposit for the concert events.
3. **WIRE INSTRUCTIONS:** Investor shall wire funds directly to Top Agent Entertainment specifically dedicated to the funding of the "Taylor Swift Shows".

## TOP AGENT ENTERTAINMENT

Comerica Bank  
4100 Spring Valley Road  
Dallas, TX 75244

Account Owner: Top Agent Entertainment  
3990 Virtruvian Way, Addison, TX 75001

Routing # 1881906232  
Account # [REDACTED] 0753

4. **ACCOUNTING AND DISBURSEMENTS:** All accounting and disbursements of funds will be managed by Top Agent Entertainment.
- a. Investor shall have access to the specified Ticketmaster account for purpose of tracking ticket sales.
  - b. Promoter shall provide Investor with copies of all financial transactions related to the investment.
5. **COMPENSATION PACKAGE FOR INVESTOR:** After all costs and expenses incurred in connection with the concerts are paid:
- a. Investor shall recoup the total investment of \$600,000.00 USD from the ticket account ticket sales on or before July 1<sup>st</sup>, 2017.
  - b. Investor shall recoup \$400,000.00 of the net profit from the event ticket sales and any additional revenue streams of all five (5) concerts on or before July 1<sup>st</sup>, 2017.
  - c. ~~Investor shall receive five percent (5%) of the merchandising sales proceeds from each event.~~
  - d. Investor shall provide Top Agent Entertainment with a letter of direction for distribution of the proceeds.
6. **LOCAL, STATE AND FEDERAL TAXES:** Investor and Promoter agree that they have the sole responsibility for the payment of any local, state or federal taxes arising from the profits paid from the events.

## TOP AGENT ENTERTAINMENT

7. **FORCE MAJEURE:** For the purpose of this Agreement, an "Event of Force Majeure" is defined as any circumstance not within reasonable control of the party affected. Both parties shall be released from their respective obligations in the event of a national emergency, war, prohibitive governmental regulation or other natural calamities and acts of God which may render the performance of this Agreement impossible.
- a. In the event of an act of "Force Majeure" or full cancellation of the concerts for any reason, the initial investment of \$600,000.00 shall be reimbursed within five (5) business days of cancellation announcement.
8. **NON-DISCLOSURE AND PRIVACY CLAUSE:** The Promoter agrees that not at any time during or after the term of this Agreement to disclose or allow to be disclosed whether directly or indirectly to any person or entity any information of any kind, nature, or description concerning any matters affecting or relating to the business of the Investor other than to persons who have signed a secrecy undertaking in the form contained in the Schedule to this Agreement (the "secrecy undertaking").
- Parties shall not permit any person to assist in the provision of the services unless such person has signed the secrecy undertaking.
- The matters referred to in the clause include, without limitation, the names of any of the Investor's customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of the Investor, its manner of operation, or its plans, processes, or other dates. This disclosure of the foregoing matters may gravely affect the effective and successful conduct of the Investor's business, and its goodwill.
9. **WARRANTY:** Each of the parties warrants its power to enter into this Agreement, that it has the legal power and authority to enter into this Agreement, that it has the power to execute its obligations herein, and that the undersigned are duly authorized to execute this Agreement and bind the parties hereto.
10. **SEVERANCE:** If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties may amend that provision in such reasonable manner as achieves the intention of each party.

## TOP AGENT ENTERTAINMENT

11. **INVESTMENT GUARANTEE:** Investor understands that their investment in this concert series will involve no risk. The promoter personally guarantees the return of the entire \$600,000.00 USD investment funds as stated in paragraph 5 section a.

12. **INTEGRATION:** The parties hereto understand this Agreement to be the final expression of all of the parties, intentions and understandings with respect to this Agreement, and that this Agreement replaces and supplants all other Agreements with respect to issues addressed herein whether oral or written.

Parties agree that they have not relied upon any oral or written representation made by either of them or their employees, servants or agents and have made their own independent investigations into all relevant matters. One copy of the herein instrument shall be delivered to each party hereto which shall be treated, and have the same validity and effect, as the original regardless of which party retains the actual original.

13. **WAIVER OR MODIFICATION:** NO WAIVER OR MODIFICATION OF THIS AGREEMENT OR OF ANY COVENANT, CONDITION OR LIMITATION HEREIN CONTAINED SHALL BE VALID UNLESS IN WRITING AND DULY EXECUTED BY THE PARTY TO BE CHARGED THEREWITH.

Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any part hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

The provisions of the above paragraph may not be waived except as herein set forth.

14. **ENFORCEMENT:** This Agreement and performance hereunder shall be construed in accordance with and governed by the laws of the State of Texas and the venue for any proceeding held will be in the state and for the federal courts of Dallas, Texas.

15. **RESOLVING DISPUTES:** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in Dallas, Texas. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.



## TOP AGENT ENTERTAINMENT

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed upon arbitrator in Dallas, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Cost of arbitration, including attorney fees, will be allocated by the arbitrator.

16. **LIMITED LIABILITY:** Neither party to this Agreement shall be liable for the other's lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.
17. **SCOPE:** This Agreement shall be binding upon all parties hereto, as well as their agents, servants, licensees and transferees. This Agreement does not and shall not be constructed to create a partnership or joint venture between the parties hereto.
18. **AFTER PARTY EVENTS:** Investor shall have the first rights of refusal for any concert after party for Drake with a 50/50% partnership on any dates the Investor and Promoter choose to do together. If the Promoter chooses not to do a market, then the Investor is entitled to 100% equity in that case.

IT IS SO AGREED & ACCEPTED:

BY: \_\_\_\_\_  
Top Agent Entertainment  
(Promoter)

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Bryant United  
(Investor)

\_\_\_\_\_  
Date

**DECLARATION OF JESSE P. SCHAUDIES, JR.**

I, Jesse P. Schaudies, Jr., hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the General Counsel of and Senior Management Team member for 13 Management LLC ("13 Management") and by reason of my position am authorized and qualified to make this declaration.

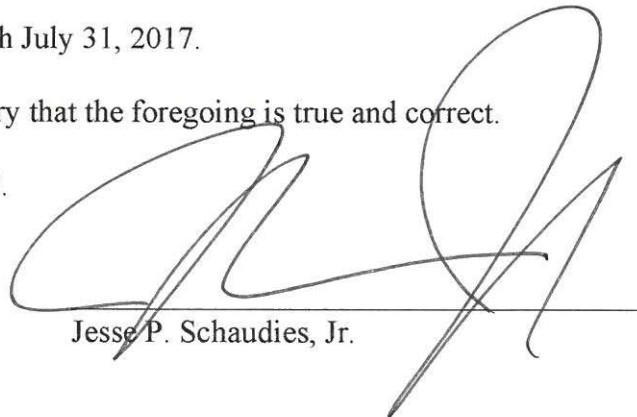
2. 13 Management is the exclusive manager for Taylor Swift ("Talent").

3. 13 Management has had no contact with, nor has it accepted any investment from Thurman (Trey) P. Bryant, III ("Bryant") or Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment ("Goodspeed"), directly or indirectly, related to any concerts, tours, or other events in and at which Talent might appear or perform.

4. As of the date of this declaration, there are no currently scheduled concerts, tours, or other events in and at which Talent might perform or appear and for which tickets will be sold from the date of this declaration through July 31, 2017.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 20<sup>th</sup> day of June, 2017.



Jesse P. Schaudies, Jr.

**DECLARATION OF BRENT SMITH**

I, Brent Smith, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner with WME IMG, LLC ("WME") and by reason of my position am authorized and qualified to make this declaration.
2. WME is the exclusive booking agent for Aubrey Drake Graham a/k/a Drake ("Drake").
3. WME has not accepted and would not accept any investment from Thurman (Trey) P. Bryant, III ("Bryant") or Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment ("Goodspeed") related to any concerts, tours, or other events in and at which Drake might appear or perform.
4. As of the date of this declaration, there are no currently scheduled concerts, tours, or other events in and at which Drake might perform or appear and for which tickets will be sold from the date of this declaration through July 31, 2017.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 12 day of June, 2017.

  
Brent Smith



Bank of America Legal Order Processing  
 Regarding reference number: D031518000605  
 Court case number: 4:17-CV-00336-ALM  
 Court or issuer: U.S SECURITIES AND EXCHANGE COMMISSION  
 Court case name: TOP AGENT ENTERTAINMENT

**AFFIDAVIT OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS**

Before me, the undersigned authority, personally appeared,  
 Allison Ramos

Who, being duly sworn by me, deposes and says as follows:

1.) **Authority.** I, Allison Ramos, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this affidavit and certify to the authenticity and accuracy of the records produced with this affidavit.

2.) **Records.** The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:

- a.) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
- b.) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
- c.) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

**Additional Comments:**

Account title:	Account number ending in:	Document type:	Timeframe:
CARLOS D GOODSPEED SOLE PROP DBA MR TOP AGENT ENTERTAINMENT	7560	SIGNATURE CARD, STATEMENTS, TRANSACTION HISTORY, DEBITS, CREDITS	AUGUST 2017 - MARCH 2018

3.) **Production.**

The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 3/16/2018 Signature: [Signature]

The above named Bank of America N.A. bank officer and/or custodian of records is known to me (or satisfactorily proven) to be the person who subscribed the within document and acknowledged to me that he/she executed the same for the purposes stated there in.

☒ Signer is personally known to me.

☐ Signer has produced the following identification: \_\_\_\_\_

Sworn to and subscribed before me this 16 day of March 2018. In witness thereof I have set my hand and official seal.

[Signature]  
 Signature of Notary Public in and for  
 State of Delaware  
 City/County of Newark/New Castle

**WILLIAM CURTIS EDGE**  
 NOTARY PUBLIC  
 STATE OF DELAWARE  
 My Commission Expires Nov. 7, 2019



P.O. Box 15284  
Wilmington, DE 19850

CARLOS D GOODSPEED SOLE PROP  
DBA MR TOP AGENT ENTERTAINMENT  
[REDACTED]  
[REDACTED]

## Bus Platinum Privileges

### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Fundamentals Checking Bus Platinum Privileges

for February 1, 2018 to February 28, 2018

Account number: [REDACTED] 7560

CARLOS D GOODSPEED SOLE PROP DBA MR TOP AGENT ENTERTAINMENT

### Account summary

Beginning balance on February 1, 2018	\$181.41	# of deposits/credits: 14
Deposits and other credits	57,619.03	# of withdrawals/debits: 54
Withdrawals and other debits	-57,390.07	# of items-previous cycle <sup>1</sup> : 0
Checks	-0.00	# of days in cycle: 28
Service fees	-485.00	Average ledger balance: \$351.86
Ending balance on February 28, 2018	-\$74.63	<sup>1</sup> Includes checks paid, deposited items & other debits

How can we  
improve your  
business banking?

Join the **Bank of America<sup>®</sup> Advisory Panel**. You can help us learn what we're doing right and what we can do better.

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Inclusion on the Advisory Panel subject to qualifications.  
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SSM-06-17-0635.A1 | AR687WH3



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

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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## Your checking account

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

## Deposits and other credits

Date	Description	Amount
02/02/18	RETURN OF POSTED CHECK / ITEM (RECEIVED ON 02-01)	702.78
02/05/18	Online Banking transfer from CHK 8006 Confirmation# 2367504805	40.00
02/08/18	BKOFAMERICA ATM 02/07 #000009440 DEPOSIT LAS COLINAS PARK IRVING TX	2,500.00
02/09/18	Counter Credit	38,000.00
02/12/18	Online Banking transfer from CHK 8006 Confirmation# 1225257461	700.00
02/13/18	CHECKCARD 0210 AMERICAN 08004337300 TX 5531020804397800009	555.30
02/14/18	Online Banking transfer from CHK 8006 Confirmation# 3464500576	140.00
02/21/18	CREDIT	600.00
02/21/18	REFUND NSF/OD FEE 02-20	35.00
02/21/18	REFUND NSF/OD FEE 02-20	35.00
02/22/18	BKOFAMERICA ATM 02/22 #000008759 DEPOSIT PARKWAY TOWNE CE FRISCO TX	9,000.00
02/22/18	Counter Credit	3,800.00
02/27/18	RETURN OF POSTED CHECK / ITEM (RECEIVED ON 02-26)	1,210.95
02/27/18	Zelle Transfer Conf# 9db3e56c1; IVERY, LAMONICAL	300.00
<b>Total deposits and other credits</b>		<b>\$57,619.03</b>

## Withdrawals and other debits

Date	Description	Amount
02/01/18	Charter-Spectrum DES:RETRY PYMT ID:9999-A:21349F88 INDN:GOODSPEED CARLOS CO ID:3621867918 TEL	-702.78
02/01/18	Charter-Spectrum DES:RETURN FEE ID:9999 INDN:GOODSPEED CARLOS CO ID:3621867918 PPD	-25.00
02/09/18	Online Banking transfer to CHK 8006 Confirmation# 3518238778	-1,300.00
02/09/18	WIRE TYPE:WIRE OUT DATE:180209 TIME:1626 ET TRN:2018020900387265 SERVICE REF:013436 BNF:BRANDI BRYANT ID:36033141209 BNF BK:CAPITAL ON E, NA ID:031176110 PMT DET:QSA6D8EE3 Services	-35,000.00
02/09/18	Charter-Spectrum DES:RETRY PYMT ID:9999-A:21349F88 INDN:GOODSPEED CARLOS CO ID:3621867918 TEL	-702.78

continued on the next page

## Bank of America Business Advantage



## Banking at your fingertips

Mobile Banking<sup>1</sup> allows you to manage your business account on the go.Download our free Mobile Banking app at [bankofamerica.com/getmobileapp](http://bankofamerica.com/getmobileapp).

Online Banking

TIP OF  
THE MONTH

<sup>1</sup> Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. View the Online Banking Service Agreement at [bankofamerica.com/serviceagreement](http://bankofamerica.com/serviceagreement) for more information. Data connection required. Wireless carrier fees may apply. ©2017 Bank of America Corporation. | ART3K7YD | SSM-04-17-00428

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

## Withdrawals and other debits - continued

Date	Description	Amount
02/13/18	Online Banking transfer to CHK 8006 Confirmation# 5256385976	-80.00
02/14/18	Online Banking transfer to CHK 8006 Confirmation# 2461477519	-500.00
02/20/18	Online Banking transfer to CHK 8006 Confirmation# 2489126445	-100.00
02/20/18	Online Banking transfer to CHK 8006 Confirmation# 3314555548	-240.00
02/22/18	TX TLR transfer to CHK 6629	-10,000.00
02/22/18	Online Banking transfer to CHK 8006 Confirmation# 3435073421	-2,200.00
02/26/18	WU SANTANDER CSM DES:8882224227 ID:3632127 INDN:FELICIA N GOODSPEED CO ID:9125484204 TEL	-1,210.95
Card account # XXXX XXXX XXXX 3333		
02/01/18	CHECKCARD 0131 YMCA DALLAS DRAFT 214-880-9622 TX 15274208032241070018617 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
02/01/18	CHECKCARD 0131 YMCA DALLAS DRAFT 214-880-9622 TX 15274208032241070018641 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
02/08/18	CHECKCARD 0207 YMCA DALLAS DRAFT 214-880-9622 TX 15274208039275110015871 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
02/08/18	CHECKCARD 0207 YMCA DALLAS DRAFT 214-880-9622 TX 15274208039275110015905 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
02/09/18	CHECKCARD 0208 CENTRE DALLAS TX 55480778039200571100051 CKCD 5999 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-216.50
02/09/18	APPLE STORE # 02/09 #000789469 PURCHASE APPLE STORE #R14 DALLAS TX	-484.96
02/12/18	CHECKCARD 0210 Ticketmaster 800-653-8000 CA 55432868041200299941889 CKCD 7922 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-292.74
02/12/18	CHECKCARD 0210 Ticketmaster 800-653-8000 CA 55432868041200299941897 CKCD 7922 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-304.64
02/12/18	CHECKCARD 0211 GOOGLE *NBA Digit 855-836-3987 CA 55432868042200499847349 RECURRING CKCD 5968 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-28.99
02/12/18	CHECKCARD 0210 AMERICAN 08004337300 TX 55310208042978000209689 CKCD 3001 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-555.30
02/12/18	CHECKCARD 0211 Ticketmaster 800-653-8000 CA 55432868042200459188726 CKCD 7922 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-1,680.28
02/12/18	CHECKCARD 0211 TM *DALLAS MAVERI 800-653-8000 CA 55432868042200457877270 CKCD 7922 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-308.34
02/13/18	ZARA USA 3486 02/13 #000039608 PURCHASE ZARA USA 3486 DALLAS TX	-31.17
02/14/18	CHECKCARD 0213 LEGACY HALL LLC DALLAS TX 75504998045900019482963 CKCD 5812 XXXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-40.05
02/15/18	CHECKCARD 0214 YMCA DALLAS DRAFT 214-880-9622 TX 15274208046010090019135 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
02/15/18	CHECKCARD 0214 YMCA DALLAS DRAFT 214-880-9622 TX 15274208046010090019101 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
02/20/18	CHECKCARD 0217 009BOX STUDIO MOV DALLAS TX 05123488049500237143680 CKCD 7832 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-31.40
02/20/18	CHECKCARD 0219 9640 AMC ONLINE 08884404262 KS 55310208050602792726283 CKCD 7832 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-43.88
02/20/18	PETCO 2406 02/19 #000855300 PURCHASE 4030 N MACARTHUR IRVING TX	-33.43
02/20/18	7-ELEVEN 35403 02/19 #000493986 PURCHASE 7-ELEVEN 35403 DALLAS TX	-35.00
02/21/18	CHECKCARD 0219 AMC NORTH PARK 15 DALLAS TX 55541868051004031825011 CKCD 7832 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-31.05
02/21/18	CHECKCARD 0220 CITY-OF-IRVING-UT 972-721-2411 TX 55432868051200105488593 CKCD 4900 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-110.00

continued on the next page





## Your checking account

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

## Withdrawals and other debits - continued

Date	Description	Amount
02/22/18	CHECKCARD 0222 SPRINT *WIRELESS 800-639-6111 KS 55432868053200334675745 CKCD 4814 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-200.00
02/22/18	CHECKCARD 0221 YMCA DALLAS DRAFT 214-880-9622 TX 15274208053049320011298 CKCD 8641 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
02/22/18	CHECKCARD 0221 YMCA DALLAS DRAFT 214-880-9622 TX 15274208053049320011322 CKCD 8641 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
02/23/18	CHECKCARD 0223 LTF*LIFE TIME MO 888-430-6432 MN 55432868054200572530387 RECURRING CKCD 7997 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-167.83
02/23/18	CHECKCARD 0223 LIFE TIME PROD & 888-430-6432 MN 55432868054200576392818 RECURRING CKCD 7997 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-89.00
02/26/18	CHECKCARD 0224 NTTA AUTOCHARGE 972-818-6882 TX 55432868055200732464229 CKCD 4784 XXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-40.00
<b>Subtotal for card account # XXXX XXXX XXXX 3333</b>		<b>-\$5,328.56</b>
<b>Total withdrawals and other debits</b>		<b>-\$57,390.07</b>

## Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date
Total Overdraft fees	\$385.00	\$560.00
Total NSF: Returned Item fees	\$70.00	\$175.00

We refunded to you a total of \$70.00 in fees for Overdraft and/or NSF: Returned Items this statement period and a total of \$70.00 in fees for Overdraft and/or NSF: Returned Items this year.

**Attention: You have 20 or more overdraft and returned item fees on your account this year.**

We are here to help – talk with us about ways you can help avoid fees, keep better track of your account activity, and make sure you have the account that is right for you.

Please call the number on this statement, or go to [bankofamerica.com/appointments](http://bankofamerica.com/appointments) to schedule an appointment with us at a time that works for you.

The Monthly Fee on your Business Fundamentals Checking account was waived for the statement period ending 01/31/18. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ☒ \$250+ in new net purchases on a linked Business debit card
- ☐ \$250+ in new net purchases on a linked Business credit card
- ☐ \$3,000+ minimum daily balance in primary checking account
- ☐ \$5,000+ average monthly balance in primary checking account
- ☐ \$15,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

continued on the next page

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

**Service fees - continued**

Date	Transaction description	Amount
02/01/18	NSF: RETURNED ITEM FEE FOR ACTIVITY OF 02-01	-35.00
02/09/18	Wire Transfer Fee	-30.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/20/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-20	-35.00
02/21/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-21	-35.00
02/21/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-21	-35.00
02/23/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-23	-35.00
02/23/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-23	-35.00
02/26/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 02-26	-35.00
02/26/18	NSF: RETURNED ITEM FEE FOR ACTIVITY OF 02-26	-35.00
<b>Total service fees</b>		<b>-\$485.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

**Daily ledger balances**

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
02/01	-732.37	02/12	154.88	02/21	-186.80
02/02	-29.59	02/13	599.01	02/22	62.20
02/05	10.41	02/14	198.96	02/23	-264.63
02/08	2,359.41	02/15	47.96	02/26	-1,585.58
02/09	2,625.17	02/20	-645.75	02/27	-74.63





P.O. Box 15284  
Wilmington, DE 19850

CARLOS D GOODSPEED SOLE PROP  
DBA MR TOP AGENT ENTERTAINMENT  
[REDACTED]  
[REDACTED]

## Bus Platinum Privileges

### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Fundamentals Checking Bus Platinum Privileges

for December 1, 2017 to December 31, 2017

Account number: [REDACTED] 7560

CARLOS D GOODSPEED SOLE PROP DBA MR TOP AGENT ENTERTAINMENT

### Account summary

Beginning balance on December 1, 2017	-5213.55
Deposits and other credits	87,490.00
Withdrawals and other debits	-85,422.08
Checks	-0.00
Service fees	-389.50
Ending balance on December 31, 2017	\$1,464.87

# of deposits/credits: 10

# of withdrawals/debits: 83

# of items-previous cycle<sup>1</sup>: 0

# of days in cycle: 31

Average ledger balance: \$6,701.74

<sup>1</sup>Includes checks paid, deposited items & other debits

### Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

## Dreading the shredding?

Go paperless and make a statement.

- Eliminate storing and shredding
- Get email reminders that link to your statements
- View and download business statements anytime

Just log in to Online Banking, and click on **Profiles & Settings** (in the upper right, next to **Sign Out**).  
To enroll in Online Banking, visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

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

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

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For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

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## Your checking account

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

## Deposits and other credits


Date	Description	Amount
12/01/17	Counter Credit	45,000.00
12/01/17	BKOFAMERICA ATM 12/01 #000001281 DEPOSIT LEMMON AND INWOO DALLAS TX	600.00
12/04/17	BKOFAMERICA ATM 12/04 #000002459 DEPOSIT BELTLINE - TOLLW DALLAS TX	11,000.00
12/04/17	BKOFAMERICA ATM 12/04 #000002456 DEPOSIT BELTLINE - TOLLW DALLAS TX	6,000.00
12/04/17	BKOFAMERICA ATM 12/04 #000002453 DEPOSIT BELTLINE - TOLLW DALLAS TX	1,500.00
12/11/17	WIRE TYPE:BOOK IN DATE:171211 TIME:0522 ET TRN:2017120800394014 SNDR REF:218209192 ORIG:ANDRE L EMMETT ID:488027206629	10,000.00
12/11/17	BKOFAMERICA ATM 12/10 #000005370 DEPOSIT LEMMON AND INWOO DALLAS TX	300.00
12/20/17	BKOFAMERICA ATM 12/20 #000001435 DEPOSIT MACARTHUR IRVING TX	3,000.00
12/22/17	Online Banking transfer from CHK 8006 Confirmation# 5597580467	90.00
12/26/17	WIRE TYPE:WIRE IN DATE: 171226 TIME:1511 ET TRN:2017122600348605 SEQ:2017122600122338/013792 ORIG:KIMBERLY NICHOLSON ID:XXXXXXXXXX58399 SND BK: WELLS FARGO BANK, NA ID:121000248 PMT DET:00072143 60101929BUSINESS PLEASE CONFIRM RECEIPT VIA EMAIL	10,000.00
Total deposits and other credits		\$87,490.00

## Withdrawals and other debits

Date	Description	Amount
12/01/17	Online Banking transfer to CHK 8006 Confirmation# 7115453044	-100.00
12/04/17	RETURN ITEM CHARGEBACK	-45,000.00
12/04/17	SANTANDER DES:CONSUMER ID:3632127 INDN:FELICIA N GOODSPEED CO ID:2752892696 TEL	-600.00
12/05/17	Online Banking transfer to CHK 8006 Confirmation# 6450247750	-300.00
12/05/17	TIME WARNER CABL DES:TW CABLE ID:0340620718 SPA INDN:GOODSPEED, CARLOS CO ID:CXXXXXXXXX TEL	-360.06
12/06/17	RETURN ITEM CHARGEBACK	-11,000.00
12/06/17	TX TLR cash withdrawal from CHK 7560	-1,500.00
12/11/17	Online Banking transfer to CHK 8006 Confirmation# 5587127610	-70.00
12/11/17	Online Banking transfer to CHK 8006 Confirmation# 6492654870	-30.00

continued on the next page

Bank of America Business Advantage



Thank you for your business.  
Here's to your continued success.

We're committed to finding the smartest path to long-term growth for your business.  
Our small business specialists will work to help you strengthen your business and plan for the future. Please visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness) to learn more.

ARLLD94V | SSM-02-17-0642B



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

## Withdrawals and other debits - continued

Date	Description	Amount
12/11/17	Online Banking transfer to CHK 8006 Confirmation# 5200276099	-75.00
12/11/17	OK TLR cash withdrawal from CHK 7560	-3,000.00
12/11/17	WIRE TYPE:WIRE OUT DATE:171211 TIME:1050 ET TRN:2017121100278387 SERVICE REF:006321 BNF:BRANDI BRYANT ID:36033141209 BNF BK:CAPITAL ON E, NA ID:031176110 PMT DET:94T6SVUAW Services	-4,500.00
12/12/17	Online Banking transfer to CHK 8006 Confirmation# 6111352623	-300.00
12/13/17	Online Banking transfer to CHK 8006 Confirmation# 6113960949	-50.00
12/20/17	Online Banking transfer to CHK 8006 Confirmation# 6478571249	-100.00
12/21/17	Online Banking transfer to CHK 8006 Confirmation# 5587081617	-1,090.00
12/26/17	TX TLR cash withdrawal from CHK 7560	-5,000.00
12/28/17	TX TLR cash withdrawal from CHK 7560	-1,600.00
Card account # XXXX XXXX XXXX 0675		
12/04/17	SNEAKER VILLA 12/02 #000000016 PURCHASE 1926 ARCH ST 3R PHILADELPHIA PA	-140.72
12/04/17	7-ELEVEN 35422 12/04 #000437500 PURCHASE 10120 E NORTHWEST DALLAS TX	-20.00
12/06/17	CHECKCARD 1205 BOUNCE ENERGY INC 08884526862 TX 55263527340286450029667 CKCD 4900 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-495.93
12/06/17	CHECKCARD 1205 CITY-OF-IRVING-UT 972-721-2411 TX 55432867339200492400132 CKCD 4900 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-76.51
12/06/17	CHECKCARD 1205 FSI*ATMOS ENERGY 866-405-1926 TX 55432867339200481319012 CKCD 4900 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-123.00
12/07/17	CHECKCARD 1205 AMERICAN 08004337300 TX 55310207340978000371548 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-282.40
12/07/17	CHECKCARD 1205 AMERICAN 08004337300 TX 55310207340978001253380 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-38.64
12/07/17	CHECKCARD 1206 YMCA DALLAS DRAFT 214-880-9622 TX 15274207341237980012656 CKCD 8641 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-78.00
12/07/17	CHECKCARD 1206 YMCA DALLAS DRAFT 214-880-9622 TX 15274207341237980018497 CKCD 8641 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-73.00
12/08/17	CHECKCARD 1207 THE SHELL SHACK - PLANO TX 05314617342500210230931 CKCD 5812 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-87.07
12/08/17	BKOFAMERICA ATM 12/08 #000006544 WITHDRWL MACARTHUR IRVING TX	-200.00
12/08/17	CAPITAL ONE 12/08 #000016214 WITHDRWL 4208 LEMMON AVE DALLAS TX	-203.00
12/11/17	CHECKCARD 1206 INT*IN *CEDARS TR 213-2721201 CA 55432867340200682798011 CKCD 4789 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-300.00
12/11/17	CHECKCARD 1209 SPRINT *WIRELESS 800-639-6111 KS 55432867343200223493814 CKCD 4814 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-573.67
12/11/17	CHECKCARD 1208 INT*IN *CEDARS TR 213-2721201 CA 55432867342200131383629 CKCD 4789 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-310.00
12/11/17	CHECKCARD 1208 ZARA USA 6477 DALLAS TX 55499677343400536000727 CKCD 5621 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-136.18
12/11/17	CHECKCARD 1208 AMC NORTH PARK 15 DALLAS TX 55541867344072000427977 CKCD 7832 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-73.65
12/11/17	FINISH LI 8687 12/08 #000328195 PURCHASE FINISH LI 8687 N DALLAS TX	-64.94
12/11/17	CHECKCARD 1209 SISU LP DALLAS TX 25247807343001534039369 CKCD 5812 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-370.63
12/11/17	CHECKCARD 1209 SQU*SQ *NORTH PARK Dallas TX 55432867343200227820624 CKCD 4121 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-207.00
12/11/17	BKOFAMERICA ATM 12/09 #000004873 WITHDRWL LAS COLINAS PARK IRVING TX	-300.00
12/11/17	FOOT LOCKER 25 12/09 #000851321 PURCHASE FOOT LOCKER 25017 DALLAS TX	-465.48

continued on the next page

**Bank of America****Your checking account**

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

**Withdrawals and other debits - continued**

<u>Date</u>	<u>Description</u>	<u>Amount</u>
12/11/17	CHECKCARD 1209 RAZZOO'S CAJUN CA DALLAS TX 55480777344206499000531 CKCD 5812 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-250.12
12/11/17	CHECKCARD 1211 GOOGLE *NBA Digit 855-836-3987 CA 55432867345200576014330 RECURRING CKCD 5968 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-28.99
12/12/17	CHECKCARD 1210 SOUTHWES 800-435-9792 TX 55432867345200682524826 CKCD 3066 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-180.98
12/12/17	CHECKCARD 1212 Ticketmaster 800-653-8000 CA 55432867346200836432131 CKCD 7922 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-454.08
12/12/17	CHECKCARD 1212 Ticketmaster 800-653-8000 CA 55432867346200836432115 CKCD 7922 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-248.44
12/12/17	CHECKCARD 1212 Ticketmaster 800-653-8000 CA 55432867346200836432123 CKCD 7922 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-268.72
12/13/17	CHECKCARD 1211 OKLAHOMA CITY THU OKLAHOMA CITYOK 05436847346300107876686 CKCD 5999 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-240.59
12/13/17	CHECKCARD 1213 TM *DALLAS MAVERI 800-653-8000 CA 55432867347200037217736 CKCD 7922 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-290.34
12/13/17	CHECKCARD 1213 Ticketmaster 800-653-8000 CA 55432867347200037310812 CKCD 7922 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-175.02
12/13/17	CHECKCARD 1212 CMSVEND*AMERITEX CEDAR HILL TX 05436847346300107876769 CKCD 5814 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-2.10
12/13/17	CHECKCARD 1212 COCA COLA FOSSIL FORT WORTH TX 55436877347153478208265 CKCD 5814 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-2.50
12/14/17	CHECKCARD 1212 AMERICAN 08004337300 TX 55310207347978000277615 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-180.20
12/14/17	CHECKCARD 1212 AMERICAN 08004337300 TX 55310207347978000286186 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-180.20
12/14/17	CHECKCARD 1213 YMCA DALLAS DRAFT 214-880-9622 TX 15274207348006080011006 CKCD 8641 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-73.00
12/14/17	CHECKCARD 1213 YMCA DALLAS DRAFT 214-880-9622 TX 15274207348006080010974 CKCD 8641 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-78.00
12/21/17	CHECKCARD 1220 TOWN OF HIGHLAND 214-5214161 TX 85141197355900018045036 CKCD 9399 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-882.30
12/21/17	CHECKCARD 1220 MUNICIPAL ONLINE 844-7244507 TX 55436877355643551866137 CKCD 7372 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-1.50
12/21/17	CHECKCARD 1220 WEB COURTS IRVING TX 55310207355206936100167 CKCD 4900 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-354.00
12/21/17	CHECKCARD 1220 MUNICIPAL ONLINE 844-7244507 TX 55436877355643551805366 CKCD 7372 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-2.50
12/21/17	TARGET T- 7845 12/20 #000322624 PURCHASE TARGET T- 7845 N Irving TX	-175.55
12/26/17	CHECKCARD 1223 NTTA CUST SVC GE 972-818-6882 TX 55432867357200013507396 CKCD 4784 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-83.00
12/26/17	CHECKCARD 1224 INT*IN *CEDARS TR 213-2721201 CA 55432867358200260198302 CKCD 4789 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-300.00
12/27/17	CHECKCARD 1226 Nike North Park 3 Dallas TX 15270217360000812450133 CKCD 5655 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-129.90
12/27/17	CHECKCARD 1227 HOTELS.COM1440843 HOTELS.COM WA 55432867361200538496129 CKCD 4722 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-328.23

continued on the next page



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

**Withdrawals and other debits - continued**

Date	Description	Amount
12/27/17	KROGER SOUTHWEST 12/27 #000129795 PURCHASE 3770 BELTLINE ROA ADDISON TX	-30.00
12/28/17	CHECKCARD 1226 AMERICAN 08004337300 TX 55310207361978000372813 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-891.40
12/28/17	CHECKCARD 1226 AMERICAN 08004337300 TX 55310207361978000991513 CKCD 3001 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-73.10
12/28/17	CHECKCARD 1227 571 - BOWLMOR DAL ADDISON TX 05314617362500189334529 CKCD 5812 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-46.83
12/29/17	CHECKCARD 1228 URBAN AIR N DALLA DALLAS TX 55500807363091001759171 CKCD 7996 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-92.04
12/29/17	CHECKCARD 1229 1-800-FLOWERS.COM 800-468-1141 NY 55432867363200908891832 CKCD 5992 XXXXXXXXXXXX0675 XXXX XXXX XXXX 0675	-83.57
<b>Subtotal for card account # XXXX XXXX XXXX 0675</b>		<b>-\$10,747.02</b>
<b>Total withdrawals and other debits</b>		<b>-\$85,422.08</b>

**Service fees****Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.**

	Total for this period	Total year-to-date
Total Overdraft fees	\$210.00	\$735.00
Total NSF: Returned Item fees	\$0.00	\$140.00

**To help avoid overdraft and returned item fees, you can set up:**

Customized alerts – get email or text message alerts (footnote 1) to let you know if your balance is low

Overdraft Protection – enroll to help protect yourself from overdrafts and declined transactions

To enroll, go to [bankofamerica.com/online](http://bankofamerica.com/online), call us at the number listed on this statement, or come see us at your nearest financial center.

(footnote 1) Alerts received as text messages on your mobile access device may incur a charge from your mobile access service provider. This feature is not available on the Mobile website. Wireless carrier fees may apply.

Based upon the activity below, the monthly fee on your Business Fundamentals checking account was waived for the statement period ending 11/30/17:

At least one of the following occurred

- ☒ \$250+ in new net purchases on a linked Business debit card
- ☐ \$250+ in new net purchases on a linked Business credit card
- ☐ \$3,000+ minimum daily balance in primary checking account
- ☐ \$5,000+ average monthly balance in primary checking account
- ☐ \$15,000+ combined average monthly balance in linked business accounts

A check mark indicates that you have qualified for a monthly fee waiver on the account based on your usage of these products or services. For information on how to open a new product or to link an existing service to your account please call 1-888-BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

Date	Transaction description	Amount
12/01/17	Cash Deposit Processing	-93.00
12/04/17	RETURNED ITEM CHARGEBACK FEE	-12.00
12/06/17	RETURNED ITEM CHARGEBACK FEE	-12.00

continued on the next page



## Your checking account

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

## Service fees - continued

Date	Transaction description	Amount
12/08/17	CAPITAL ONE 12/08 #000016214 WITHDRWL 4208 LEMMON AVE DALLAS TX FEE CKCD XXXXXXXXXXXXX0675	-2.50
12/11/17	Wire Transfer Fee	-30.00
12/12/17	Wire Transfer Fee	-15.00
12/13/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-13	-35.00
12/13/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-13	-35.00
12/13/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-13	-35.00
12/13/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-13	-35.00
12/14/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-14	-35.00
12/14/17	OVERDRAFT ITEM FEE FOR ACTIVITY OF 12-14	-35.00
12/27/17	Wire Transfer Fee	-15.00
<b>Total service fees</b>		<b>-\$389.50</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

## Daily ledger balances

Date	Balance (\$)	Date	Balance (\$)	Date	Balance (\$)
12/01	45,193.45	12/11	2,602.96	12/22	137.94
12/04	17,920.73	12/12	1,135.74	12/26	4,754.94
12/05	17,260.67	12/13	235.19	12/27	4,251.81
12/06	4,053.23	12/14	-346.21	12/28	1,640.48
12/07	3,581.19	12/20	2,553.79	12/29	1,464.87
12/08	3,088.62	12/21	47.94		

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

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Bank of America Legal Order Processing  
 Regarding reference number: D041818000636  
 Court case number: 4:17CV336  
 Court or issuer: U.S. SECURITIES & EXCHANGE COMMISSION  
 Court case name: THURMAN BRYANT

**AFFIDAVIT OF BANK OF AMERICA BANK OFFICER AND/OR CUSTODIAN OF RECORDS**

Before me, the undersigned authority, personally appeared,  
 Nneka Williams

Who, being duly sworn by me, deposes and says as follows:

- 1.) **Authority.** I, Nneka Williams, am a duly authorized bank officer and/or custodian of the records of Bank of America N.A with authority to execute this affidavit and certify to the authenticity and accuracy of the records produced with this affidavit.
- 2.) **Records.** The records produced herewith by Bank of America, N.A. are original documents or are true copies of records of a regularly conducted banking activity that:
- a.) Were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters;
  - b.) Were made and kept in the course of regularly conducted banking activity by Bank of America, N.A. personnel or by persons acting under their control; and
  - c.) Were made and kept by the regularly conducted activity of Bank of America N.A. as a regular practice, on or about the time of the act, condition, or event recorded.

**Additional Comments:**

Account title:	Account number ending in:	Document type:	Timeframe:
THURMAN PETTY BRYANT III BRANDI BROOKS BRYANT	1240	Statement Pages	03/2018 - 04/2018

3.) **Production.**

☒ The records produced herewith (together with any banking records produced by Bank of America N.A. previously in response to the subject request, order, or subpoena) constitute a complete production of bank records responsive to the subject request order or subpoena (or a complete production under the terms of a subject request, order, subpoena as subsequently limited by the issuer).

OR

☐ A thorough search has been conducted and no records could be located that are responsive to the subject request, order, or subpoena.

4.) I declare under penalty of perjury that the foregoing is true and correct.

Date: 4/19/18 Signature: Nneka Williams

The above named Bank of America N.A. bank officer and/or custodian of records is known to me (or satisfactorily proven) to be the person who subscribed the within document and acknowledged to me that he/she executed the same for the purposes stated there in.

☒ Signer is personally known to me.

☐ Signer has produced the following identification: \_\_\_\_\_

Sworn to and subscribed before me this 19<sup>th</sup> day of April 2018. In witness thereof I have set my hand and official seal.

Peter A. Luard  
 Signature of Notary Public in and for  
 State of DELAWARE  
 City/County of NEWARK, NEW CASTLE

**PETER A LUARD**  
 NOTARY PUBLIC  
 STATE OF DELAWARE  
 My Commission Expires Mar. 23, 2020



P.O. Box 15284  
Wilmington, DE 19850

THURMAN PETTY BRYANT III  
BRANDI BROOKS BRYANT  
[REDACTED]

#### Customer service information

- Customer service: 1.800.432.1000  
TDD/TTY users only: 1.800.288.4408  
En Español: 1.800.688.6086
- bankofamerica.com
- Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your BofA Core Checking

for March 22, 2018 to April 12, 2018

Account number: [REDACTED] 1240

THURMAN PETTY BRYANT III BRANDI BROOKS BRYANT

### Account summary

Beginning balance on March 22, 2018	\$0.00
Deposits and other additions	11,211.48
ATM and debit card subtractions	-3,695.84
Other subtractions	-7,289.63
Checks	-0.00
Service fees	-0.00
<b>Ending balance on April 12, 2018</b>	<b>\$226.01</b>

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us learn what we're doing right and what we can do better.

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**bankofamerica.com/advisorypanel**.

Inclusion on the Advisory Panel subject to qualifications.  
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SSM-06-17-0634A1 | AR687WH3



## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers**: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Equal Housing Lender



## Your checking account

THURMAN PETTY BRYANT III | Account # [REDACTED] 1240 | March 22, 2018 to April 12, 2018

## Deposits and other additions

Date	Description	Amount
03/26/18	TX TLR transfer	100.00
03/27/18	TX TLR transfer	10,000.00
04/02/18	BKOFAMERICA MOBILE 04/02 3669296359 DEPOSIT *MOBILE TX	1,086.20
04/04/18	CHECKCARD 0404 AmazonFresh www.AMZN/frshWA 5543286809420020022	1.30
04/10/18	PAYPAL DES:TRANSFER ID:44Q22AFHDTN9Y INDN:THURMAN BRYANR CO ID:PAYPALSD11 PPD	23.98
Total deposits and other additions		\$11,211.48

## Withdrawals and other subtractions

## ATM and debit card subtractions

Date	Description	Amount
03/28/18	CHECKCARD 0327 KROGER FUEL CTR # FRISCO TX 05436848086300106153493	-40.15
03/28/18	CHECKCARD 0327 JERSEY MIKE'S 150 FRISCO TX 55488728087091612000675	-20.44
03/28/18	CHECKCARD 0328 APL* ITUNES.COM/B 866-712-7753 CA 55432868087200863774737	-16.23
03/28/18	AMAZON.COM 03/27 #000WCA9W1 PURCHASE AMAZON.COM SEATTLE WA	-33.98
03/28/18	WAL Wal-Mart S 03/28 #000299913 PURCHASE 2463 WAL-SAMS FRISCO TX	-77.43
03/29/18	CHECKCARD 0327 PAYPAL *PINKPRINC 4029357733 CA 55429508087894595119885	-116.93
03/29/18	CHECKCARD 0328 VAKEROZ FRISCO TX 55310208088207588500086	-37.93
03/30/18	CHECKCARD 0329 WASABI -N- WOK THE COLONY TX 55421358089627112156857	-45.47
03/30/18	KROGER FUEL CT 03/30 #000120641 PURCHASE 4850 LEGACY DR FRISCO TX	-42.45
03/30/18	KROGER FUEL CT 03/30 #000124944 PURCHASE 4850 LEGACY DR FRISCO TX	-43.20
03/30/18	KROGER #0546 03/30 #000300306 PURCHASE 4850 LEGACY DR FRISCO TX	-36.26
03/30/18	WAL Wal-Mart S 03/30 #000815510 PURCHASE 2463 WAL-SAMS FRISCO TX	-105.55
03/30/18	KROGER #0546 03/30 #000009476 PURCHASE 4850 LEGACY DR FRISCO TX	-8.05

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THURMAN PETTY BRYANT III | Account # [REDACTED] 1240 | March 22, 2018 to April 12, 2018

## Withdrawals and other subtractions - continued

## ATM and debit card subtractions - continued

Date	Description	Amount
03/30/18	CVS/PHARMACY # 03/30 #000020681 PURCHASE 07825--5401 Leban Frisco TX	-27.03
04/02/18	CHECKCARD 0330 FEDEXOFFICE 000 PLANO TX 15410198089069700202867	-4.82
04/02/18	CHECKCARD 0331 PAPPADIAUX #58 DALLAS TX 55310208090400100004226	-129.22
04/02/18	CHECKCARD 0331 VUDU.COM 04084921010 CA 55500368090083013304099	-6.48
04/02/18	MCDONALD'S F58 03/31 #000933300 PURCHASE 1817 N BELT LINE MESQUITE TX	-34.27
04/02/18	CHECKCARD 0331 SQ *SQ *YESTERLAN Canton TX 55432868090200476431613	-12.75
04/02/18	CHECKCARD 0331 SQ *SQ *YESTERLAN Canton TX 55432868090200487244823	-8.50
04/02/18	CHECKCARD 0331 SQ *SQ *YESTERLAN Canton TX 55432868090200487260365	-2.00
04/02/18	CHECKCARD 0331 SQ *SQ *YESTERLAN Canton TX 55432868090200490251559	-14.82
04/02/18	CHECKCARD 0331 SQ *SQ *YESTERLAN Canton TX 55432868090200496008094	-22.95
04/02/18	CHECKCARD 0401 PAPPASITO'S CANTI RICHARDSON TX 55310208091400100002666	-171.65
04/02/18	TOM THUMB STOR 03/31 #000203246 PURCHASE TOM THUMB STORE FRISCO TX	-12.99
04/02/18	TARGET T- 4885 03/31 #000322056 PURCHASE TARGET T- 4885 El Frisco TX	-119.44
04/02/18	CHECKCARD 0401 LTF*LIFE TIME MO 888-430-6432 MN 55432868091200617228109 RECURRING	-182.94
04/02/18	CHECKCARD 0401 DEL FRISCO'S 8611 PLANO TX 55310208092207932000936	-206.16
04/02/18	CHECKCARD 0401 STARBUCKS STORE 4 PLANO TX 55432868092200751426484	-17.10
04/02/18	CHECKCARD 0402 SUBWAY 003 FRISCO TX 15410198092255011386508	-37.68
04/02/18	CHECKCARD 0402 VUDU.COM 04084921010 CA 55500368092083043194716	-6.48
04/02/18	PETSMART # 212 04/02 #000015654 PURCHASE 4854 HIGHWAY 121 LEWISVILLE TX	-30.09
04/02/18	KROGER #0546 04/02 #000300465 PURCHASE 4850 LEGACY DR FRISCO TX	-27.93
04/03/18	CHECKCARD 0402 PETSMART # 2128 LEWISVILLE TX 55263528093400011997018	-1.88
04/03/18	CHECKCARD 0402 BESTNEST PEDIATRI FRISCO TX 25536068093104008565918	-62.00
04/03/18	CHECKCARD 0402 UNION BEAR BREWIN PLANO TX 55432868093200941830552	-87.47
04/03/18	CHECKCARD 0402 SONIC DRIVE IN #5 FRISCO TX 05140488092720059528561	-17.40
04/03/18	WALGREENS STOR 04/02 #000021207 PURCHASE 5775 FM 423 FRISCO TX	-7.50
04/04/18	CHECKCARD 0403 LEGACY CAR WASH & FRISCO TX 85500598093012655976068	-49.00
04/04/18	CHECKCARD 0403 SONIC DRIVE IN #5 FRISCO TX 05140488093720059953412	-5.55
04/04/18	CHECKCARD 0403 SUN & SKI SPORTS FRISCO TX 25536068094104007405941	-146.13
04/04/18	CHECKCARD 0404 AmazonFresh www.AMZN/frshWA 55432868094200125706619	-57.12
04/04/18	CHECKCARD 0404 APL* ITUNES.COM/B 866-712-7753 CA 55432868094200174087937	-2.99
04/05/18	CHECKCARD 0403 TOM THUMB FUEL #2 FRISCO TX 55310208094975015210196	-43.28
04/05/18	CHECKCARD 0404 3 STACKS SMOKE AN FRISCO TX 85191168094900019531683	-100.49
04/05/18	CHECKCARD 0405 SQ *SQ *LASH Plano TX 55432868095200386419489	-90.00

continued on the next page





## Your checking account

THURMAN PETTY BRYANT III | Account # [REDACTED] 1240 | March 22, 2018 to April 12, 2018

## Withdrawals and other subtractions - continued

## ATM and debit card subtractions - continued

Date	Description	Amount
04/05/18	BUYBUYBAB 2930 04/05 #000027006 PURCHASE BUYBUYBAB 2930 PR FRISCO TX	-86.59
04/05/18	KROGER #0546 04/05 #000006697 PURCHASE 4850 LEGACY DR FRISCO TX	-23.92
04/06/18	CHECKCARD 0405 CANTINA LAREDO 30 FRISCO TX 55432868096200538185953	-107.61
04/06/18	CoServ 04/06 #000506587 PURCHASE CoServ/Billmatrix Dallas TX	-58.09
04/09/18	CHECKCARD 0406 Amazon Fresh Tips www.AMZN/frshWA 55432868096200562728249	-5.00
04/09/18	CHECKCARD 0406 WHATABURGER 1090 FRISCO TX 55432868097200667422044	-4.96
04/09/18	CHECKCARD 0406 BAHAMA BUCKS FRISCO TX 85410208098001352466119	-14.90
04/09/18	CHECKCARD 0406 CHICK-FIL-A #0375 FRISCO TX 05140488097710027782254	-37.28
04/09/18	TOM THUMB FUEL 04/07 #000297124 PURCHASE TOM THUMB FUEL Frisco TX	-30.23
04/09/18	CHECKCARD 0408 CHILI'S W. MCKINN MCKINNEY TX 55263528098081066770958	-99.52
04/09/18	CHECKCARD 0407 DAIRY QUEEN #4246 FRISCO TX 55263528098091100003308	-7.98
04/09/18	KROGER #0546 04/07 #000500715 PURCHASE 4850 LEGACY DR FRISCO TX	-37.51
04/09/18	CHECKCARD 0408 TAPER TAP PLANO TX 05314618099100067130764	-64.90
04/09/18	CHECKCARD 0408 TAPER TAP PLANO TX 05314618099100067130848	-20.00
04/09/18	CHECKCARD 0408 BENIHANA PLANO PLANO TX 55263528099837000382328	-138.31
04/09/18	CHECKCARD 0409 STRAIGHTTALK*AIR 877-430-2355 FL 55432868099200067654863	-39.12
04/09/18	LOWE'S #2567 04/09 #000867206 PURCHASE 2773 E. ELDORADO LITTLE ELM TX	-32.63
04/09/18	KROGER FUEL CT 04/09 #000122508 PURCHASE 4850 LEGACY DR FRISCO TX	-37.70
04/09/18	TOM THUMB STOR 04/09 #000167372 PURCHASE TOM THUMB STORE FRISCO TX	-57.52
04/10/18	CHECKCARD 0409 PET BUTLER STONE PLAINFIELD IL 25247808099001499042873	-83.35
04/10/18	CHECKCARD 0409 UNION BEAR BREWIN PLANO TX 55432868100200282523353	-48.37
04/10/18	KROGER #0546 04/10 #000300902 PURCHASE 4850 LEGACY DR FRISCO TX	-5.72
04/10/18	TOM THUMB STOR 04/10 #000339951 PURCHASE TOM THUMB STORE FRISCO TX	-52.98
04/10/18	LOWE'S #2567 04/10 #000683196 PURCHASE 2773 E. ELDORADO LITTLE ELM TX	-27.99
04/10/18	SHERWIN WILLIA 04/10 #000002594 PURCHASE 8075 FM 423 STE 1 FRISCO TX	-18.14
04/11/18	CHECKCARD 0409 GOIN POSTAL FRISCO TX 85347058100980001108508	-57.97
04/11/18	CHECKCARD 0410 APL* ITUNES.COM/B 866-712-7753 CA 55432868100200307638798	-2.99
04/11/18	CHECKCARD 0410 SMOOTHIE KING - 1 FRISCO TX 05314618101000398727591	-5.08
04/11/18	KROGER FUEL CT 04/11 #000122105 PURCHASE 4850 LEGACY DR FRISCO TX	-20.00
04/12/18	CHECKCARD 0410 CHICK-FIL-A #0375 FRISCO TX 05140488101710023364010	-2.00
04/12/18	CHECKCARD 0410 BAHAMA BUCKS FRISCO TX 85410208101001352502108	-3.24

continued on the next page

THURMAN PETTY BRYANT III | Account # [REDACTED] 1240 | March 22, 2018 to April 12, 2018

**Withdrawals and other subtractions - continued**

## ATM and debit card subtractions - continued

Date	Description	Amount
04/12/18	TARGET T- 4885 04/12 #000722079 PURCHASE TARGET T- 4885 El Frisco TX	-61.03
04/12/18	Print Parcel & 04/12 #000000018 PURCHASE 5570 FM 423 250 Frisco TX	-12.90
04/12/18	TOM THUMB FUEL 04/12 #000205229 PURCHASE TOM THUMB FUEL Frisco TX	-20.13
<b>Total ATM and debit card subtractions</b>		<b>-\$3,695.84</b>

## Other subtractions

Date	Description	Amount
03/26/18	TX TLR cash withdrawal from CHK 1240	-100.00
03/27/18	Online Banking Transfer Conf# 8e7e36555; Cummins	-4,500.00
03/27/18	Online Banking transfer to CHK 6740 Confirmation# 6217598197	-25.00
03/28/18	ALLY DES:ALLY PAYMT ID:611925181161035 INDN:BRANDI BRYANT CO ID:9833122002 WEB	-1,300.00
03/28/18	TD AUTO FINANCE DES:BILL PAY ID:19171328851 INDN:BRANDI BRYANT CO ID:7529150911 WEB	-935.84
03/28/18	MYKIDSSPENDING.C DES:WK444958 ID:LEGACYCA INDN:BRANDI BRYANT CO ID:1043073902 WEB	-127.00
03/29/18	ATT DES:Payment ID:XXXXXXXXXSMT2E INDN:Brandi Bryant CO ID:9864031005 WEB	-225.29
04/10/18	MYKIDSSPENDING.C DES:WK452981 ID:LEGACYCA INDN:BRANDI BRYANT CO ID:1043073902 WEB	-76.50
<b>Total other subtractions</b>		<b>-\$7,289.63</b>





**Bank of America**

BANK OF AMERICA, N.A. (THE "BANK")

Transaction  
History

THURMAN PETTY BRYANT III

BOFA CORE CHECKING

BRANDI BROOKS BRYANT

\*\*\*\* \* 1240

Last Posting Date 04/18/2018

Date/Time Printed 4/19/2018 11:18 AM EST

Since Last Statement Summary

Last Statement Date 04/12/2018

Balance Last Statement (\$) \$226.01

Deposits/Credits (+) # 5 \$11,211.48 Holds (-)

Withdrawals/Debits (-) # 88 \$11,520.26 Pending Credits (+)

Available Balance (\$) \$0.00

Some of the information was not available when this page was printed. Please ask your Bank of America banker to assist you  
Balance Last Statement, Deposits/Credits, Withdrawals/Debits may not total to Available Balance.

Date	Description	Type	Amount	Available Balance
03/30/2018	CVS/PHARMACY # 03/30 #000020681 PURCHASE	TX	-\$27.03	\$2,235.77
03/30/2018	KROGER #0546 03/30 #000009476 PURCHASE	TX	-\$8.05	\$2,262.80
03/30/2018	WAL Wal-Mart S 03/30 #000815510 PURCHASE	TX	-\$105.55	\$2,270.85
03/30/2018	KROGER #0546 03/30 #000300306 PURCHASE	TX	-\$36.26	\$2,376.40
03/30/2018	KROGER FUEL CT 03/30 #000124944 PURCHASE	TX	-\$43.20	\$2,412.66
03/30/2018	KROGER FUEL CT 03/30 #000120641 PURCHASE	TX	-\$42.45	\$2,455.86
03/30/2018	CHECKCARD 0329 WASABI -N- WOK THE COLONY TX 55421358089627112156857	Debit	-\$45.47	\$2,498.31

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

\* = Item(s) included in Previous Statement(s).

\*\*\*\* \* 1240

00-14-9036M 11-2010

NTX

APP. 00003 de 1

Date	Description	DES:Payment	ID:099121003SMT2E	INDN:Brandi Bryant	CO ID:9864031005 WEB	Type	Amount	Available Balance
03/29/2018	ATT					Other Payment	-\$225.29	\$2,543.78
03/29/2018	CHECKCARD	0328 VAKEROZ	FRISCO	TX 55310208088207588500086		Debit	-\$37.93	\$2,769.07
03/29/2018	CHECKCARD	0327 PAYPAL *PINKPRINC	4029357733	CA 55429508087894595119885		Debit	-\$116.93	\$2,807.00
03/28/2018	MYKIDSSPENDING.C ID:1043073902 WEB	DES:WK444958	ID:LEGACYCA	INDN:BRANDI BRYANT	CO	Other Payment	-\$127.00	\$2,923.93
03/28/2018	TD AUTO FINANCE WEB	DES:BILL PAY	ID:19171328851	INDN:BRANDI BRYANT	CO ID:7529150911	Other Payment	-\$935.84	\$3,050.93
03/28/2018	ALLY WEB	DES:ALLY PAYMT	ID:61192518116103S	INDN:BRANDI BRYANT	CO ID:9833122002	Other Payment	-\$1,300.00	\$3,986.77
03/28/2018	WAL Wal-Mart S	03/28 #000299913 PURCHASE	2463 WAL-SAMS	FRISCO TX		Debit	-\$77.43	\$5,286.77
03/28/2018	AMAZON.COM	03/27 #000WCA9W1 PURCHASE	AMAZON.COM	SEATTLE WA		Debit	-\$33.98	\$5,364.20
03/28/2018	CHECKCARD	0328 APL* ITUNES.COM/B	866-712-7753	CA 55432868087200863774737		Debit	-\$16.23	\$5,398.18
03/28/2018	CHECKCARD	0327 JERSEY MIKE'S 150	FRISCO	TX 55488728087091612000675		Debit	-\$20.44	\$5,414.41
03/28/2018	CHECKCARD	0327 KROGER FUEL CTR #	FRISCO	TX 05436848086300106153493		Debit	-\$40.15	\$5,434.85
03/27/2018	Online Banking transfer to CHK 6740	Confirmation# 6217598197				Fee	-\$25.00	\$5,475.00
03/27/2018	Online Banking Transfer Conf# 8e7e36555;	Cummins				Fee	-\$4,500.00	\$5,500.00
03/27/2018	TX TLR transfer Confirmation# 0617057804	Banking Ctr MACARTHUR BANKING CENTER	#0000089	TX		Credit	\$10,000.00	\$10,000.00
03/26/2018	TX TLR cash withdrawal from CHK 1240 Confirmation# 1508417442	Banking Ctr WEST FRISCO	#0000407	TX		Debit	-\$100.00	\$0.00

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

\* = Item(s) included in Previous Statement(s).

NTX

\*\*\*\* \* 1240

Date	Description	Banking Ctr	GREENVILLE/LOVERS	#0000415 TX	Type	Amount	Available Balance
03/26/2018	TX TLR transfer Confirmation#: 1590591195				Credit	\$100.00	\$100.00

\*\*\*No More Activity For This Account\*\*\*

For additional information or service, please contact the Customer Service Center at 1-800-432-1000

\* = Item(s) included in Previous Statement(s).

NTX

\*\*\*\* \* 1240



P.O. Box 15284  
Wilmington, DE 19850

CARLOS D GOODSPEED SOLE PROP  
DBA MR TOP AGENT ENTERTAINMENT  
[REDACTED]  
[REDACTED]

## Bus Platinum Privileges

### Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.  
P.O. Box 25118  
Tampa, FL 33622-5118

## Your Business Fundamentals Checking Bus Platinum Privileges

for March 1, 2018 to March 31, 2018

Account number: [REDACTED] 7560

CARLOS D GOODSPEED SOLE PROP DBA MR TOP AGENT ENTERTAINMENT

### Account summary

Beginning balance on March 1, 2018	-\$74.63	# of deposits/credits: 10
Deposits and other credits	54,970.98	# of withdrawals/debits: 52
Withdrawals and other debits	-52,878.74	# of items-previous cycle <sup>1</sup> : 0
Checks	-0.00	# of days in cycle: 31
Service fees	-150.00	Average ledger balance: \$464.69
Ending balance on March 31, 2018	\$1,867.61	<sup>1</sup> Includes checks paid, deposited items & other debits



CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | March 1, 2018 to March 31, 2018

## IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

**How to Contact Us** - You may call us at the telephone number listed on the front of this statement.

**Updating your contact information** - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

**Deposit agreement** - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

**Electronic transfers:** In case of errors or questions about your electronic transfers- If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

**Reporting other problems** - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

**Direct deposits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and  Equal Housing Lender





## Your checking account

CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | March 1, 2018 to March 31, 2018

## Deposits and other credits

Date	Description	Amount
03/05/18	RETURN OF POSTED CHECK / ITEM (RECEIVED ON 03-02)	1,210.95
03/08/18	RETURN OF POSTED CHECK / ITEM (RECEIVED ON 03-07)	347.35
03/16/18	CA TLR transfer	8,000.00
03/19/18	Counter Credit	600.00
03/19/18	BKOFAMERICA ATM 03/19 #000005579 DEPOSIT LAS COLINAS PARK IRVING TX	400.00
03/21/18	Online Banking transfer from CHK 8006 Confirmation# 2365522668	100.00
03/26/18	Counter Credit	100.00
03/26/18	Online Banking transfer from CHK 8006 Confirmation# 5509209113	7.00
03/27/18	WIRE TYPE:WIRE IN DATE: 180327 TIME:1236 ET TRN:2018032700299028 SEQ:2018032700081268/008383 ORIG:VARSITY NETWORKS INC ID:XXXXXXXXXX99529 SND BK:WELLS FARGO BANK, NA ID:121000248 PMT DET:0 072994085776507CHRIS BROWN DEPOSIT MAY 19TH 2018 T	44,000.00
03/30/18	CHECKCARD 0329 CENTRE 02148212028 TX 5548077808820057140	205.68
<b>Total deposits and other credits</b>		<b>\$54,970.98</b>

## Withdrawals and other debits

Date	Description	Amount
03/02/18	WU SANTANDER CSM DES:RETRY PYMT ID:3632127 INDN:FELICIA N GOODSPEED CO ID:9125484204 TEL	-1,210.95
03/07/18	TIME WARNER CABL DES:TW CABLE ID:0340620718 SPA INDN:GOODSPEED, CARLOS CO ID:XXXXXXXXXX TEL	-347.35
03/16/18	TX TLR cash withdrawal from CHK 7560	-4,500.00
03/16/18	Online Banking transfer to CHK 8006 Confirmation# 3523715718	-150.00
03/16/18	Charter-Spectrum DES:RETRY PYMT ID:9999-A:21349F90 INDN:GOODSPEED CARLOS CO ID:3621867918 TEL	-347.35
03/16/18	Charter-Spectrum DES:RETURN FEE ID:9999 INDN:GOODSPEED CARLOS CO ID:3621867918 PPD	-25.00
03/20/18	Online Banking transfer to CHK 8006 Confirmation# 1459495579	-400.00
03/26/18	TX TLR transfer to CHK 1240	-100.00

continued on the next page

## Bank of America Business Advantage



Online Banking  
TIP OF  
THE MONTH

## Dreading the shredding?

Go paperless and make a statement.

- Eliminate storing and shredding
- Get email reminders that link to your statements
- View and download business statements anytime

Just log in to Online Banking, and click on **Profiles & Settings** (in the upper right, next to **Sign Out**).  
To enroll in Online Banking, visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

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CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | March 1, 2018 to March 31, 2018

## Withdrawals and other debits - continued

Date	Description	Amount
03/27/18	WIRE TYPE:WIRE OUT DATE:180327 TIME:1257 ET TRN:2018032700307537 SERVICE REF:007629 BNF:YELLIN SOME PROFIT LLC ID:159005567 BNF BK:JPM ORGAN CHASE BANK, NA ID:111000614 PMT DET:UNCKC7PM 6 Other CB DEPOSIT	-20,000.00
03/27/18	TX TLR transfer to CHK 1240	-10,000.00
03/27/18	TX TLR cash withdrawal from CHK 7560	-6,500.00
03/27/18	Online Banking transfer to CHK 8006 Confirmation# 6517323990	-200.00
Card account # XXXX XXXX XXXX 3333		
03/01/18	CHECKCARD 0301 TM *DALLAS MAVERI 800-653-8000 CA 55432868060200740080150 CKCD 7922 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-454.76
03/16/18	WU SANTANDER C 03/16 #000368866 PURCHASE WU SANTANDER CNSM Dallas TX	-603.75
03/19/18	CHECKCARD 0317 SPRINT *WIRELESS 800-639-6111 KS 55432868076200785082378 CKCD 4814 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-636.35
03/19/18	CHECKCARD 0317 TM *ROMEO SANTOS 800-653-8000 CA 55432868076200844264314 CKCD 7922 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-359.74
03/19/18	CHECKCARD 0318 FEDEX 78012954394 MEMPHIS TN 15410198077741163756936 CKCD 4215 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-71.36
03/19/18	CHECKCARD 0318 FEDEX 91025565627 MEMPHIS TN 15410198077741163785760 CKCD 4215 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-2.98
03/19/18	ZARA USA 6477 03/17 #000087043 PURCHASE ZARA USA 6477 DALLAS TX	-162.91
03/19/18	CHECKCARD 0317 GONDOLA ADVENTURE 8778877815 CA 55429508077637899643080 CKCD 7991 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-388.45
03/19/18	CHECKCARD 0319 LTF*LIFE TIME MO 888-430-6432 MN 55432868078200183192926 RECURRING CKCD 7997 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-157.83
03/20/18	CHECKCARD 0319 YMCA DALLAS DRAFT 214-880-9622 TX 15274208079132030009933 CKCD 8641 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
03/20/18	CHECKCARD 0319 YMCA DALLAS DRAFT 214-880-9622 TX 15274208079132030009966 CKCD 8641 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
03/20/18	CHECKCARD 0320 TM *WWE WORLD WRE 800-653-8000 CA 55432868079200377476118 CKCD 7922 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-191.68
03/21/18	CHECKCARD 0320 FRG*NBASTORE.COM 866-746-7622 FL 55432868079200444413086 CKCD 5699 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-93.08
03/22/18	CHECKCARD 0321 YMCA DALLAS DRAFT 214-880-9622 TX 15274208081101180012886 CKCD 8641 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
03/22/18	CHECKCARD 0321 YMCA DALLAS DRAFT 214-880-9622 TX 15274208081101180012936 CKCD 8641 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
03/26/18	CHECKCARD 0324 PLUCKERS - DALLAS DALLAS TX 55500368084200088201699 CKCD 5812 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-49.93
03/26/18	BKOFAMERICA ATM 03/25 #000007843 WITHDRWL LAS COLINAS PARK IRVING TX	-20.00
03/27/18	CHECKCARD 0326 FEDEXOFFICE 000 IRVING TX 15410198085069168783642 CKCD 7338 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-7.33
03/27/18	7-ELEVEN 35379 03/26 #000283956 PURCHASE 7-ELEVEN 35379 IRVING TX	-34.82
03/27/18	WU SANTANDER C 03/27 #000691357 PURCHASE WU SANTANDER CNSM Dallas TX	-1,803.75
03/28/18	CHECKCARD 0327 HOTELS.COM1466624 HOTELS.COM WA 55432868086200721148695 CKCD 4722 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-250.42
03/28/18	CHECKCARD 0327 ZARA USA 6477 DALLAS TX 55499678087400614000126 CKCD 5621 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-306.34
03/28/18	ZARA USA 3486 03/28 #000031697 PURCHASE ZARA USA 3486 DALLAS TX	-179.36
03/29/18	CHECKCARD 0327 AMERICAN 08004337300 TX 55310208087978000414350 CKCD 3001 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-262.20

continued on the next page



## Your checking account

CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | March 1, 2018 to March 31, 2018

## Withdrawals and other debits - continued

Date	Description	Amount
03/29/18	CHECKCARD 0327 AMERICAN 08004337300 TX 55310208087978000414368 CKCD 3001 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-262.20
03/29/18	CHECKCARD 0327 AMERICAN 08004337300 TX 55310208087978000414376 CKCD 3001 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-262.20
03/29/18	CHECKCARD 0327 AMERICAN 08004337300 TX 55310208087978000414384 CKCD 3001 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-262.20
03/29/18	CHECKCARD 0328 CENTRE DALLAS TX 55480778087200571300033 CKCD 5999 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-205.68
03/29/18	CHECKCARD 0328 YMCA DALLAS DRAFT 214-880-9622 TX 15274208088119800021437 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-78.00
03/29/18	CHECKCARD 0328 YMCA DALLAS DRAFT 214-880-9622 TX 15274208088119800021460 CKCD 8641 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-73.00
03/29/18	CHECKCARD 0328 BENIHANA LAS COLI LAS COLINAS TX 55263528088837000056008 CKCD 5812 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-133.04
03/29/18	UA BH NORTH PA 03/29 #000628850 PURCHASE 8687 North Centra Dallas TX	-243.57
03/30/18	CHECKCARD 0328 NORTH TEXAS BASE FRISCO TX 85230498088980001091500 CKCD 5931 XXXXXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-433.00
03/30/18	CHECKCARD 0330 Ticketmaster 800-653-8000 CA 55432868089200243498518 CKCD 7922 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-268.72
03/30/18	CHECKCARD 0330 Ticketmaster 800-653-8000 CA 55432868089200243498526 CKCD 7922 XXXXXXXXXXXX3333 XXXX XXXX XXXX 3333	-537.44
<b>Subtotal for card account # XXXX XXXX XXXX 3333</b>		<b>- \$9,098.09</b>
<b>Total withdrawals and other debits</b>		<b>-\$52,878.74</b>

## Service fees

Your Overdraft and NSF: Returned Item fees for this statement period and year to date are shown below.

	Total for this period	Total year-to-date	We refunded to you a total of \$70.00 in fees for Overdraft and/or NSF: Returned Items this year.
Total Overdraft fees	\$35.00	\$595.00	
Total NSF: Returned Item fees	\$70.00	\$245.00	

**Attention: You have 20 or more overdraft and returned item fees on your account this year.**

We are here to help – talk with us about ways you can help avoid fees, keep better track of your account activity, and make sure you have the account that is right for you.

Please call the number on this statement, or go to [bankofamerica.com/appointments](http://bankofamerica.com/appointments) to schedule an appointment with us at a time that works for you.

continued on the next page

CARLOS D GOODSPEED SOLE PROP | Account # [REDACTED] 7560 | March 1, 2018 to March 31, 2018

**Service fees - continued**

The Monthly Fee on your Business Fundamentals Checking account was waived for the statement period ending 02/28/18. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ☒ \$250+ in new net purchases on a linked Business debit card
- ☐ \$250+ in new net purchases on a linked Business credit card
- ☐ \$3,000+ minimum daily balance in primary checking account
- ☐ \$5,000+ average monthly balance in primary checking account
- ☐ \$15,000+ combined average monthly balance in linked business accounts
- ☐ enrolled in Business Advantage Relationship Rewards

For information on how to open a new product, link an existing service to your account, or about Business Advantage Relationship Rewards please call 1.888.BUSINESS or visit [bankofamerica.com/smallbusiness](http://bankofamerica.com/smallbusiness).

Date	Transaction description	Amount
03/01/18	OVERDRAFT ITEM FEE FOR ACTIVITY OF 03-01	-35.00
03/02/18	NSF: RETURNED ITEM FEE FOR ACTIVITY OF 03-02	-35.00
03/07/18	NSF: RETURNED ITEM FEE FOR ACTIVITY OF 03-07	-35.00
03/27/18	Wire Transfer Fee	-30.00
03/28/18	Wire Transfer Fee	-15.00
<b>Total service fees</b>		<b>-\$150.00</b>

Note your Ending Balance already reflects the subtraction of Service Fees.

**Daily ledger balances**

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
03/01	-564.39	03/16	1,739.51	03/26	10.20
03/02	-1,810.34	03/19	959.89	03/27	5,434.30
03/05	-599.39	03/20	217.21	03/28	4,683.18
03/07	-981.74	03/21	224.13	03/29	2,901.09
03/08	-634.39	03/22	73.13	03/30	1,867.61