

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

JENNIFER ECKLUND, RECEIVER,  
Plaintiff,

v.

Ancillary Civil Action No. 4:17-cv-00856

THURMAN P. BRYANT, JR., and  
CARLOS GOODSPEED a/k/a SEAN PHILLIPS  
d/b/a TOP AGENT ENTERTAINMENT d/b/a  
MR. TOP AGENT ENTERTAINMENT  
Defendants.

**DEFENDANT'S ORIGINAL ANSWER**

NOW COMES THURMAN P. BRYANT, JR. ("BRYANT, JR.") named Defendant in the above-entitled and numbered cause, and files this, its Original Answer to the Complaint of JENNIFER ECKLUND, RECEIVER, and in support thereof would show the following:

**Admissions and Denials**

1. Bryant, Jr. admits that this complaint is related to the lawsuit styled SEC v. Thurman P. Bryant, III, et al. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 1 of the Complaint.
2. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 2 of the Complaint.
3. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 3 of the Complaint.

4. As to paragraph 4 of the Complaint, Bryant, Jr. filed his Answer in response to the SEC's Complaint which is on file with this court and is incorporated herein.

5. Bryant, Jr. received a quite small amount in comparison to the sums stated in this paragraph; the exact amounts received by Bryant, Jr. are described in the next paragraph and subsequent paragraphs. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 5 of the Complaint.

6. Bryant, Jr. admits that he is the father of Bryant. Bryant, Jr. admits that he invested \$550,000 of his personal retirement funds with BUCF and received approximately \$378,500 from BUCF over and above his investment with BUCF. From the \$378,500, \$342,500 was a return on the investment of his retirement funds and \$36,000 was for referral fees. Bryant, Jr. did not induce any investors or potential investors, see paragraph 28. Exhibit A to the Complaint shows two transfers to Bryant, Jr for \$20,000 and \$100,000 on April 4, 2017. To the best of Bryant, Jr's information and belief, these funds were not BUCF funds but were personal funds of Bryant. Bryant, Jr held those funds and disbursed those funds back to Bryant or to third parties for Bryant's benefit. The remainder of those funds being \$29,871.26 were turned over to the Receiver. This is all further explained at paragraph 55 and Exhibits B and C of Bryant, Jr's Answer to the SEC Complaint which is incorporated herein. Therefore, Bryant, Jr did not use or benefit from any of the \$120,000 and those funds are not a return on his investments. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 6 of the Complaint.

7. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7 of the Complaint.

8. Bryant, Jr. did not have and does not now have access to these BUCF records. Bryant, Jr. admits that he did receive some funds from BUCF, see paragraph 6. Bryant, Jr. had no knowledge that any profits were fictitious. Bryant, Jr. denies that he received \$1.8 million from anyone as alleged. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 8 of the Complaint.

9. Bryant, Jr. admits that he was repaid by BUCF on his personal retirement investment. Bryant, Jr. denies that he had any knowledge regarding any alleged Ponzi scheme or about the allegation that the monies were misappropriated from any investors. Bryant, Jr. denies the allegation that he has no legitimate claims to the funds transferred to him and that the funds should be rescinded. Bryant, Jr. denies the allegation as to no reasonable equivalent valuation. Bryant, Jr. denies that he has any of such money in his possession as this was a major portion his personal retirement funds on which he has been paying his living expenses. Bryant, Jr. denies the remaining allegation of paragraph 9 of the Complaint as they refer to him. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 9 of the Complaint.

10. Bryant, Jr. admits the allegations in paragraph 10 of the Complaint.

11. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 11 of the Complaint.

12. As to paragraph 12 of the Complaint, Bryant, Jr. admits that he temporarily resides at 9501 W CR 60, Site K-1, Midland, TX 79707. Bryant, Jr.'s permanent residence is 2 Dogwood Lane, Hilltop Lakes, Texas 77871.

13. Bryant, Jr. admits allegations as to sentence one of paragraph 13 of the Complaint. Bryant, Jr. denies that the money transferred to him is a Receivership Asset. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in this paragraph.

14. Bryant, Jr. admits the allegations in paragraph 14 of the Complaint.

15. In response to the allegations of paragraph 15 of the Complaint, Bryant, Jr. filed his Answer in response to the SEC's Complaint which is on file with this court and is incorporated herein.

16. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 16 of the Complaint.

17. Bryant, Jr. has information and knowledge about what was told to him. Bryant, Jr. admits that he was told about the monthly and annual rates of return. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 17 of the Complaint.

18. Bryant, Jr. denies that 1.8 million was transferred to him by anyone. Bryant, Jr. admits that funds were transferred to him from BUCF which represented his investment and approximately \$342,500 as return on investments and \$36,000 in referral fees. Bryant, Jr. had no knowledge that his funds came from other investors. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 18 of the Complaint.

19. Bryant, Jr. had no knowledge of the real relationship between BUCF and Wammel Group and no knowledge that any funds were used in high-risk options trading. Bryant, Jr. was told and he believed that his retirement funds were invested in mortgage related securities investments and he was being repaid from those investments. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 19 of the Complaint.

20. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 20 of the Complaint.

21. Bryant, Jr. had no knowledge of the details of the transactions as alleged in paragraph 21 of the Complaint. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21 of the Complaint.

22. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 22 of the Complaint.

23. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 23 of the Complaint.

24. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 24 of the Complaint.

25. Bryant, Jr. was told and he believed that his retirement funds were invested in mortgage related securities investments and he was being repaid from those investments. Bryant, Jr. had no knowledge of the alleged Ponzi scheme. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 25 of the Complaint.

26. Bryant, Jr. admits that he received approximately \$342,500 from BUCF as a return on his investment for his personal retirement funds. Bryant, Jr. also, received \$36,000 from BUCF which he was told and he believed was for referral fees. Bryant, Jr. had no knowledge as to the allegation that the funds were fictitious. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 26 of the Complaint.

27. Bryant, Jr. denies any knowledge as to the “interlocking business relationship between the Wammel Group and BUCF”. Bryant, Jr. was told that Wammel was the investment consultant or advisor who made the decisions on how to buy and sell the mortgage securities. Bryant, Jr. admits

that he invested \$550,000 of his retirement funds with BUCF and that those funds were paid back to Bryant, Jr. See paragraph 26 of this Answer for other amounts received. Bryant, Jr. denies the other allegations in paragraph 27 of the Complaint.

28. Bryant, Jr. did not “encourage them to invest significant funds with BUCF”. Bryant, Jr. did not solicit or market the BUCF investments. Bryant only spoke or communicated with a few potential investors, most of whom were family members or close friends. Most times, family or friends would ask about how he was doing with his retirement investments. Bryant, Jr. would tell them of his experience with BUCF. Bryant, Jr. always told investors that they needed to speak to Bryant regarding any questions or issues they might have about BUCF. As to Exhibit D, Darlene Barnes was Bryant, Jr.’s supervisor and good friend. She never invested with BUCF. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 28 of the Complaint.

29. Bryant, Jr. denies that he misrepresented significant details to entice investors. Bryant, Jr. denies having any knowledge that investments in the BUCF was a scheme. Bryant, Jr. denies that he “participated in the inducement of the Defrauded Investors.” As to the net profits allegations, see paragraphs 26 and 27. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 29 of the Complaint.

30. Bryant, Jr. denies any knowledge that there was a “Ponzi scheme”. Bryant, Jr. never provided “services” in furtherance of the Ponzi scheme. Bryant, Jr. admits that he did receive approximately \$342,500 that was a return on his investment from his retirement funds. Bryant, Jr. was told and believed that all investors were receiving the same rate of return. Bryant, Jr. did receive approximately \$36,000 as referral fees. Bryant, Jr. was told that other investors were receiving referral fees and that many of them were receiving much larger referral fees. Bryant, Jr.

denies lack of reasonably equivalent value. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 30 of the Complaint.

31. Bryant, Jr. denies that the funds he received should be rescinded. To his knowledge, Bryant, Jr. was not being treated any different than any other investor. The Exhibit H email does not support allegations in paragraph 31 of the Complaint. This email was dated October 20, 2008 which was several years before Bryant, Jr. began investing in BUCF. This email pertains to “pictures of the car” and not to any investments. Bryant, Jr. denies that he ever worked for or considered working for Bryant, BUCF or any related entity. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 31 of the Complaint.

32. Bryant, Jr. admits that he received payments in excess of principal, see paragraph 26. Bryant, Jr. had no knowledge that funds paid to him came directly from commingled funds with other BUCF investor and Wammel Group investor’s monies. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 32 of the Complaint.

33. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 33 of the Complaint.

34. Bryant, Jr. was never involved in any of the transactions referred to in paragraph 34. Bryant, Jr. never invested any monies and never participated in any of the contracts or transactions referred to in paragraph 34. Bryant, Jr. never signed any contracts including the ones referenced in paragraph 34. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 34 of the Complaint.

35. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 35 of the Complaint.

36. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 36 of the Complaint.

37. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 37 of the Complaint.

38. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 38 of the Complaint.

39. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 39 of the Complaint.

40. Bryant, Jr. does not understand the allegation of “Bryant’s representations regarding Bryant, Jr.’s success” as counsel attempts to connect it to the Goodspeed transactions and the alleged Ponzi scheme. Bryant, Jr. denies that he had any involvement or connections with or made any representations as to the Goodspeed transactions and investments. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 40 of the Complaint.

41. Bryant, Jr. denies any knowledge of Bryant Defendants’ alleged fraud. Bryant, Jr. denies that such knowledge is immaterial. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 41 of the Complaint.

42. Bryant, Jr. lacks knowledge or information in regards to allegations related to Goodspeed. Bryant, Jr. denies lack of reasonably equivalent value. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 42 of the Complaint.



43. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 43 of the Complaint.

44. Bryant, Jr. incorporates his answers in preceding paragraphs in response to Receiver's allegations in paragraph 44 of the Complaint.

45. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 45 of the Complaint.

46. Bryant, Jr. admits to receiving approximately \$378,500 from BUCF. Bryant, Jr. denies that he had any knowledge that the transfers did not come from any legitimate source or that they were obtained fraudulently. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 46 of the Complaint.

47. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 47 of the Complaint.

48. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 48 of the Complaint.

49. Bryant, Jr. lacks knowledge or information in regards to allegations related to Goodspeed. Bryant, Jr. denies lack of reasonably equivalent value. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 49 of the Complaint.

50. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 50 of the Complaint.

51. Bryant, Jr. denies that the transfers should be avoided pursuant to paragraph 51 of the Complaint.

52. Bryant, Jr. incorporates his answers in preceding paragraphs in response to Receiver's allegations in paragraph 52 of the Complaint.

53. In response to paragraph 53, Bryant, Jr. admits that he received approximately \$129,500 from May 2013 to April 2017 as a return on his invested funds and \$36,000 for referral fees. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations regarding Goodspeed.

54. Bryant, Jr. lacks knowledge or information in regards to allegations related to Goodspeed. Bryant, Jr. denies lack of reasonably equivalent value. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 54 of the Complaint.

55. Bryant, Jr. denies the allegations of paragraph 55 of the Complaint as they refer to him. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 55 of the Complaint.

56. Bryant, Jr. denies the allegations of paragraph 56 of the Complaint as they refer to him. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 56 of the Complaint.

57. Bryant, Jr. denies the allegations of paragraph 57 of the Complaint as they refer to him. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of allegations in paragraph 57 of the Complaint.

58. Bryant, Jr. denies that the transfer to him should be avoided pursuant to the allegations in paragraph 58 of the Complaint.

59. Bryant, Jr. incorporates his answers in preceding paragraphs in response to Receiver's allegations in paragraph 59 of the Complaint.

60. Bryant, Jr. denies the allegations of paragraph 60 of the Complaint as they refer to him. Bryant, Jr. denies that he was unjustly enriched. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 60 of the Complaint.

61. Bryant, Jr. denies the allegations of paragraph 61 of the Complaint as they refer to him. Bryant, Jr. denies that he had any knowledge of any actual fraud or that the funds came from such fraud. Bryant, Jr. denies that he was unjustly enriched and not entitled to retain the funds. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 61 of the Complaint.

62. Bryant, Jr. denies the allegations of paragraph 62 of the Complaint as they refer to him. Bryant, Jr. denies that the funds he received should be impressed with a constructive trust or that they should be disgorged. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 62 of the Complaint.

63. Bryant, Jr. denies the allegations of paragraph 63 of the Complaint as they refer to him. Bryant, Jr. denies that the Receiver has a superior equitable interest. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in paragraph 63 of the Complaint.

64. Bryant, Jr. denies that a constructive trust should be asserted against his property including the property at 2 Dogwood Lane, Hilltop Lakes, Texas 77871. Bryant, Jr. further asserts that the Dogwood Lane property is homestead and is protected from debts, judgments and the constructive trust alleged in this paragraph 64. Bryant, Jr. never used any funds received from BUCF for the purchase of the property or any mortgage payments. The Dogwood Lane property was owned by his mother and father. Bryant, Jr. lacks knowledge or information sufficient to form a belief about the truth of the other allegations in this paragraph.

65. Bryant, Jr. denies that the Receivership should obtain a money judgment against him. Bryant, Jr. has none of the funds and is unable to return any funds sought by the Receiver. Bryant, Jr. is filing this answer pro se because he is unable to afford legal representation. Bryant, Jr. is not

represented by counsel in the primary action filed by the Securities and Exchange Commission or in this ancillary action by the Receiver.

66. Bryant, Jr. denies that the Receiver is entitled to attorney's fees.

**AFFIRMATIVE DEFENSES**

67. The Receiver's claims are barred by the applicable four-year or one-year statute of limitations.

WHEREFORE, PREMISES CONSIDERED, Defendant, THURMAN P. BRYANT, JR. prays that Plaintiff, JENNIFER ECKLUND, RECEIVER take nothing by reason of this suit and be denied all of her requests, and for such and other relief as he may be entitled.

Respectfully submitted,



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**THURMAN P. BRYANT, JR.**

**DEFENDANT, Pro Se**

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 11 day of January, 2018, the foregoing was served on Plaintiff, Jennifer Ecklund, Receiver, by and through its attorney of record, Timothy E. Hudson at 1722 Routh Street, Suite 1500, Dallas, Texas 75201-2533 via certified mail, return receipt requested and Defendant, Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment at 1300 Cottonwood Valley Cir. S., Irving, Texas 79707 via certified mail, return receipt requested.



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**THURMAN P. BRYANT, JR.**

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