

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

SECURITIES AND EXCHANGE	§	
COMMISSION	§	
Plaintiff,	§	
	§	
	§	
v.	§	Case 04:17-CV-00336-ALM
	§	
THURMAN P. BRYANT, III and	§	
BRYANT UNITED CAPITAL FUNDING,	§	
INC., ARTHUR F. WAMMEL,	§	
WAMMEL GROUP, LLC, CARLOS	§	
GOODSPEED a/k/a SEAN PHILLIPS	§	
a/k/a GC d/b/a TOP AGENT	§	
ENTERTAINMENT d/b/a/ MR. TOP	§	
AGENT ENTERTAINMENT,	§	
	§	
Defendants,	§	
	§	
and	§	
	§	
THURMAN P. BRYANT, JR.,	§	
	§	
Relief Defendant.	§	

**REQUEST FOR ORDER APPROVING RECEIVER’S EMPLOYMENT OF
HEDRICK KRING, PLLC AS LIMITED COUNSEL TO RECEIVER IN THE
SPECIAL RECEIVERSHIP ACTION EFFECTIVE AS OF AUGUST 10, 2019**

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

Employment of Hedrick Kring, PLLC as Limited Counsel to Receiver in the Special Receivership Action Effective as of August 10, 2019 (the “**Request**”), pursuant to this Court’s *Order Appointing Receiver* and the Local Rules for the United States District Court for the Eastern District of Texas, requesting approval of employment of Hedrick Kring, PLLC (“**Hedrick Kring**”) as limited counsel to the Receiver in the Special Receivership Action (defined below). In support of this Request, the Receiver respectfully represents the following:

I.
BACKGROUND

1. On May 15, 2017, Plaintiff, the Securities and Exchange Commission (“**SEC**”), filed its Complaint [Dkt. No. 1] (the “**Complaint**”) against the Bryant Defendants. Arthur F. Wammel (“**Wammel**”), Wammel Group, Inc. (“**Wammel Group**”), Carlos Goodspeed a/k/a Sean Phillips d/b/a Top Agent Entertainment d/b/a Mr. Top Agent Entertainment (“**Goodspeed**”), and Thurman P. Bryant, Jr. (“**Bryant Jr.**,” and collectively with Wammel, Wammel Group, and Goodspeed, the “**Relief Defendants**”) were named as relief defendants. The Complaint alleges the Bryant Defendants violated federal securities laws, by, among other things, engaging in fraudulent activities and misrepresentations to investors regarding guaranteed returns on “risk-free investments.” On January 26, 2018, the SEC filed its First Amended Complaint, naming Wammel, Wammel Group, and Goodspeed as Defendants.

2. On May 15, 2017, the SEC filed its application for the appointment of a receiver for the Bryant Defendants [Dkt. No. 4] (the “**SEC Application**”).

3. On May 15, 2017, after the Court’s review of the SEC Application and upon the Court’s conclusion that the Court has subject matter jurisdiction over the Bryant Defendants, the Court determined that entry of an order appointing a receiver over the Bryant Defendants was both necessary and appropriate to marshal, conserve, hold and operate all of the Bryant Defendants’

assets, pending further order of the Court. Accordingly, the Court entered its Order Appointing Receiver [Dkt. No. 17] on May 15, 2017, naming Jennifer R. Ecklund as the Receiver for the Receivership Estate. The Court entered its Amended Order Appointing Receiver [Dkt. No. 48] (the “**Receivership Order**”) on July 19, 2017, which also named Jennifer R. Ecklund as Receiver over Wammel, Wammel Group, and Wammel Group Holdings Partnership.

4. The same day on May 15, 2017, the Court entered the *Ex Parte* Order Granting Motion for Temporary Restraining Order [Dkt. No. 16].

5. Pursuant to the Receivership Order, the Receiver is charged with marshaling and preserving all the assets of the Receivership Defendants (the “**Receivership Assets**”).

6. Since the Receiver’s appointment by the Court on May 15, 2017, the Receiver and her team have seized certain Receivership Assets. As of the date of this Motion, the Receiver’s investigation, location, seizure, and analysis of the Receivership Assets is active and on-going.

7. Pursuant to Paragraph 7.F of the Receivership Order, the Receiver has the express discretion to engage and employ attorneys to assist the Receiver in carrying out her duties and responsibilities set forth in the Receivership Order. Further, pursuant to Paragraph 56, the Receiver is authorized to solicit persons and entities (“**Retained Personnel**”) to assist her in carrying out the Receiver’s duties and responsibilities described in the Order. However, the Receiver is required to obtain an order from the Court authorizing such engagement. [*See* Receivership Order, ¶ 56 at p. 17].

8. On June 2, 2017, the Court entered its Agreed Order Granting Preliminary Injunction and Other Relief [Dkt. No. 27], granting an injunction in this case that enjoins Mr. Bryant and Bryant United Capital Funding, Inc. from violating Section 17(a) of the Securities Act or Section 10(b) of the Exchange Act and Rule 10b-5.

9. On June 30, 2017, the Court granted the Receiver's Request for Order Approving Receiver's Employment Thompson & Knight LLP as Counsel to Receiver Effective May 15, 2017 [Dkt. No. 38] authorizing the Receiver's engagement of Tim Hudson and his law firm, Thompson and Knight LLP ("**T&K**") as the Receiver's counsel.

10. On June 22, 2018, the Receiver filed her Request for Order Approving Receiver's Employment of Potts Law Firm as Limited Counsel to Receiver Effective as of June 22, 2018 [Dkt. No. 258], seeking authorization for the Receiver to retain Potts Law Firm on a contingency fee to pursue certain claims on behalf of the Receivership Estate.

11. On June 26, 2018, Potts Law Firm filed suit in the Eastern District of Texas, on the Receiver's behalf, against Wells Fargo Bank, N.A. (Case No. 4:18-cv-00452) (the "**Special Receivership Action**"). On August 6, 2018, this Court entered its Order Appointing Special Receiver [Dkt. No. 274], in which Timothy Micah Dortch (the "**Special Receiver**") of Potts Law Firm was appointed as Special Receiver for the limited purpose of overseeing the Receivership Estate's pursuit of claims and defenses against Wells Fargo Bank, N.A. ("**Wells Fargo**") in the Special Receivership Action.

12. T&K has not represented the Receiver in the litigation against Wells Fargo. Rather, the Potts Law Firm has pursued the litigation at the direction of the Special Receiver. T&K has represented and represents Wells Fargo in certain unrelated matters, and T&K does not represent Wells Fargo in this matter. Nor does it represent the Receiver in the Special Receivership Action. As a result, the Receiver does not have a legal or ethical conflict discharging her duties to this Court or pursuing the case against Wells Fargo. However, T&K's representation of Wells Fargo in unrelated matters was identified as a potential business conflict that necessitated the appointment of the Special Receiver. *See* Dkt. No. 263 at paras. 6-8.

13. In 2019, Wells Fargo began pursuing discovery from the Receiver in connection with the Special Receivership Action, including by way of written discovery and a subpoena for the Receiver's oral deposition, which pursuit required the Receiver to engage counsel other than T&K for the limited purpose of representing the Receiver in connection with the Special Receiver Action.

14. The Receiver now seeks this Court's approval for the employment of Hedrick Kring as limited counsel to Receiver in the Special Receivership Action.

II. **RELIEF REQUESTED**

15. The Receiver seeks entry of an order authorizing the employment and retention of Hedrick Kring as one of her Retained Personnel (limited counsel to the Receiver), as of August 10, 2019, for the limited representation of the Receiver in the Special Receivership Action, as permitted in the Receivership Order.

16. Hedrick Kring has considerable experience in matters of this character and is a firm well-qualified to represent the Receiver in connection with the Special Receivership Action due to the firm's expertise in the field of plaintiff's claims, including fraudulent transfer and debtor-creditor rights actions. *See* Declaration of Katharine Battaia Clark (the "**Clark Declaration**"), filed contemporaneously herewith.

17. Further, Hedrick Kring shall seek approval for compensation of its fees and expenses in accordance with the engagement agreement attached to the Clark Declaration, the Receivership Order, the local rules of this Court, the Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission, and any other applicable orders of the Court.

18. To the best of the Receiver's knowledge, and except as disclosed in the Clark Declaration, Hedrick Kring does not hold or represent any interest adverse to the Estate. The Receiver believes that Hedrick Kring is a disinterested person qualified to represent the Receiver in connection with the Special Receivership Action. The Receiver submits that Hedrick Kring's employment for a limited purpose in connection with the Special Receivership Action would be in the best interests of the Estate and the parties-in-interest thereof.

WHEREFORE, the Receiver respectfully requests that this Court enter an Order (a) authorizing the employment of Hedrick Kring as limited counsel for the Receiver in the Special Receivership Action effective as of August 10, 2019; (b) authorizing Hedrick Kring to be compensated as set forth herein; and (c) awarding the Receiver such other and further relief that this Court deems just and proper.

Dated: February 26, 2020.

Respectfully submitted,

THOMPSON & KNIGHT LLP

By: /s/ Timothy E. Hudson

Timothy E. Hudson
State Bar No. 24046120
Tim.Hudson@tklaw.com

Mackenzie S. Wallace
State Bar No. 24079535
Mackenzie.Wallace@tklaw.com

Mackenzie M. Salenger
State Bar No. 24102451
Mackenzie.Salenger@tklaw.com

THOMPSON & KNIGHT LLP
One Arts Plaza
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Telephone: (214) 969-1700
Facsimile: (214) 969-1751

COUNSEL TO RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2020, I electronically filed the foregoing document with the Clerk for the United States District Court, Eastern District of Texas. The electronic case filing system (ECF) will send a Notice of Electronic Filing (NEF) to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means. The foregoing document will also be sent to all counsel of record via the method identified below.

/s/ Timothy E. Hudson
Timothy E. Hudson

Via Electronic Mail:

COUNSEL FOR PLAINTIFF:

Jason P. Reinsch
U.S. SECURITIES AND EXCHANGE COMMISSION
Fort Worth Regional Office
Burnett Plaza, Suite 1900
801 Cherry Street, Unit #18
Fort Worth, TX 76102-6882
Telephone: (817) 900-2601
Facsimile: (917) 978-4927
reinschj@sec.gov

PRO SE

By Electronic Mail and by Certified Mail, Return Receipt Requested at both known addresses:

Thurman P. Bryant, III
Treybryant03@gmail.com

1535 Sun Mountain, San Antonio, TX 78258

2054 Hidalgo Lane, Frisco, TX 75034

Via Certified Mail, Return Receipt Requested:

James Ardoin
JIMMY ARDOIN & ASSOCIATES, PLLC
4900 Fournace Place, Suite 550
Houston, Texas 77401
Phone: (713) 574-8900

COUNSEL FOR WAMMEL DEFENDANTS

PRO SE

By Electronic Mail and by Certified Mail, Return Receipt Requested:

Thurman P. Bryant, Jr.
sonny_103@hotmail.com

2 Dogwood Lane, Hilltop Lakes, TX 77871

Via Electronic Mail:

Mark L. Hill
Anna S. Brooks
SCHEEF & STONE, L.L.P.
2600 Network Blvd., Suite 400
Frisco, Texas 75034
Phone: (214) 472-2100
Fax: (214) 472-2150
Mark.Hill@solidcounsel.com
Anna.Brooks@solidcounsel.com

COUNSEL FOR CARLOS GOODSPEED

CERTIFICATE OF CONFERENCE

Mackenzie M. Salenger, counsel for the Receiver, and counsel for Plaintiff, conferred on February 25, 2020, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for Plaintiff is unopposed to the relief sought in this Motion.

Mackenzie M. Salenger, counsel for the Receiver, attempted to confer with counsel for the Wammel Defendants on February 25-26, 2020, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for the Wammel Defendants did not respond regarding whether he is opposed or unopposed to the relief sought in this Motion.

Mackenzie M. Salenger, counsel for the Receiver, attempted to confer with counsel for for Carlos Goodspeed on February 25-26, 2020, in compliance with the meet and confer requirement in Local Rule CV-7(h). Counsel for Carlos Goodspeed did not respond regarding whether he is opposed or unopposed to the relief sought in this Motion.

/s/ Timothy E. Hudson

Timothy E. Hudson

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

SECURITIES AND EXCHANGE	§	
COMMISSION	§	
Plaintiff,	§	
	§	
	§	
v.	§	Case 04:17-CV-00336-ALM
	§	
THURMAN P. BRYANT, III and	§	
BRYANT UNITED CAPITAL FUNDING,	§	
INC., ARTHUR F. WAMMEL,	§	
WAMMEL GROUP, LLC, CARLOS	§	
GOODSPEED a/k/a SEAN PHILLIPS	§	
a/k/a GC d/b/a TOP AGENT	§	
ENTERTAINMENT d/b/a/ MR. TOP	§	
AGENT ENTERTAINMENT,	§	
	§	
Defendants,	§	
	§	
and	§	
	§	
THURMAN P. BRYANT, JR.,	§	
	§	
Relief Defendant.	§	

**DECLARATION OF KATHARINE BATTIAIA CLARK IN SUPPORT OF
EMPLOYMENT OF HEDRICK KRING, PLLC AS LIMITED COUNSEL TO THE
RECEIVER IN THE SPECIAL RECEIVERSHIP ACTION AS OF AUGUST 10, 2019**

I, Katharine Battaia Clark, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a Partner with Hedrick Kring, PLLC (“**Hedrick Kring**”) in Dallas, Texas. I am a member in good standing of the bar of the State of Texas, and am admitted to practice in the United States Districts Courts for all Districts of Texas. There are no disciplinary proceedings pending against me. I am an attorney employed by Hedrick Kring and Hedrick Kring has been hired to assist Jennifer Ecklund, the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant

and BUCF, collectively, the “**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “Estate”) for a limited purpose in connection with the Special Receivership Action , and I submit this Declaration in support of the *Request for Order Approving Employment of Hedrick Kring, PLLC as Limited Counsel to Receiver in the Special Receivership Action Effective as of August 10, 2019.*

2. Hedrick Kring has considerable experience in matters of this character and is a firm well-qualified to act as limited counsel to the Receiver in connection with the Special Receivership Action (as defined in the application) against certain financial institutions due to Hedrick Kring’s expertise.

3. The Receiver seeks entry of an order authorizing the employment and retention of Hedrick Kring as of August 10, 2019, as limited counsel to the Receiver in the Special Receivership Action. The Receiver and Hedrick Kring have entered into the attached engagement letter, and Hedrick Kring has agreed to perform services for the Receiver in accordance with the same, which I incorporate fully herein.

4. Hedrick Kring shall seek approval for compensation of its fees and expenses in accordance with the Engagement Letter, Receivership Order, the local rules of this Court, the Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission, and any other applicable orders of the Court. Subject to this Court’s approval of Hedrick Kring’s engagement and approval of Hedrick Kring’s fee applications, the Receiver shall compensate Hedrick Kring’s professionals in accordance with the engagement letter.

5. In connection with its acceptance of this matter, Hedrick Kring researched its client database and performed reasonable due diligence to determine whether it has any relationships with the parties in this case or the Special Receiver Action. To my knowledge, based on reasonable inquiry, (a) Hedrick Kring does not hold or represent any interest adverse to the Estate; (b) to the best of my knowledge, information, and belief, Hedrick Kring has no relationship to any of the Estate's significant creditors or equity interest owners in the case; and (c) to the best of my knowledge, information, and belief, the personnel anticipated to provide the services to the Estate in connection herewith are not related to the any member of the United States Securities & Exchange Commission, or the United States District Court Judge presiding over the case.

6. Hedrick Kring has made an effort, and will continue to make an effort, to set materiality thresholds with respect to its due diligence search with respect to any connections Hedrick Kring may have with the creditors and with parties-in-interest in this case. Hedrick Kring will periodically review its files during the pendency of this case to ensure that no conflict or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Hedrick Kring will promptly file a supplemental declaration.

7. By reason of the foregoing, I believe Hedrick Kring is eligible for employment and retention by the Receiver in this case as Retained Personnel (as that term is defined in the Receivership Order) for the limited purpose set out in the Engagement Letter.

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

Executed on February 21, 2020 at Dallas, Texas.


Katharine Battaia Clark



1700 Pacific Avenue
Suite 4650
Dallas, Texas 75201
P: 214.880.9600
F: 214.481.1844
www.HedrickKring.com

August 10, 2019

VIA ELECTRONIC MAIL

Jennifer Rudenick Ecklund, Receiver
Thompson & Knight, LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Jennifer.Ecklund@tklaw.com

Re: Legal Services Agreement regarding discovery propounded on Ms. Ecklund, Receiver, in the matter of *Dortch v. Wells Fargo Bank, N.A.* Cause No. 4:18-cv-00452-ALM; United States District Court for the Eastern District of Texas, Sherman Division (the "Special Receiver Discovery Matter").

Dear Ms. Ecklund:

I am pleased that you have chosen Hedrick Kring to represent you in connection with the referenced Special Receiver Discovery Matter. The purpose of this letter is to establish the agreement between **Hedrick Kring, PLLC** (the "Firm"), on the one hand, and **Jennifer Rudenick Ecklund, Receiver to the estates described in the matter of *SEC vs. Bryant, et al*, Case No. 4:17-cv-00336-alm (the "Main Receivership") pending in United States District Court for the Eastern District of Texas, Sherman Division** (the "Client" or "you") on the other, regarding the Firm's legal representation of the Client in the above-referenced Special Receiver Discovery Matter.

To avoid confusion, this letter sets forth the scope of the legal services the Firm will provide to the Client and the manner in which the Firm will be compensated for such services. Upon execution, this letter constitutes the Client's agreement with the Firm regarding the Client's engagement of the Firm in the Special Receiver Discovery Matter (the "Agreement") and supersedes any prior written or oral agreements between the Client and the Firm in connection with the Special Receiver Discovery Matter. Please review this letter carefully, contact me with respect to any questions prior to signing this Agreement, and note that no revision or supplement to this Agreement will be effective unless and until it is included in a signed, written agreement.

I. Scope of Services

The Firm will serve as special counsel to Jennifer Rudenick Ecklund, Receiver in the Main Receivership. The Firm's representation of the Client will be limited to **responding to discovery requests, defending deposition testimony, and defending potential future testimony**, which

Jennifer Rudenick Ecklund
August 10, 2019
Page 2

representation may include providing legal advice; investigating facts; developing strategies to protect and advance the Client's interests; preparing legal pleadings and memoranda; engaging in discovery; communicating with you, attorneys, court personnel, the Special Receiver, the Special Receiver's counsel, experts, consultants, witnesses, and others in connection with the Special Receiver Discovery Matter; representing you in court; negotiating settlements and other matters of compromise with opposing parties; and other activities that the Firm determines to be reasonably necessary or beneficial to this legal representation.

By signing below, Ms. Ecklund acknowledges and affirms that she has reviewed this Agreement. As demonstrated by Ms. Ecklund's signature below, the Client agrees to fully cooperate with the Firm so that its claims and defenses can be investigated and developed; to disclose to the Firm all facts relevant to any such claims or defenses; to preserve all discoverable documents (including electronically stored information) and things in your possession, custody, or control and to make them available to the Firm; and to be reasonably available to attend hearings, meetings, mediations, depositions, or preparation sessions as advised by the Firm.

The Client further agrees that (i) the Firm's representation of the Client is limited to the scope described herein and (ii) the Firm does not represent any of the Client's individual owners, managers, shareholders, officers, or agents in connection with the Special Receiver Discovery Matter. In particular, the Firm does not provide business, investment, accounting, or other advisory services, and does not provide tax advice or related services. Nothing in this Agreement shall be construed as advice or counsel regarding any taxes that may be owed to or assessed by any taxing authority.¹

II. Fees and Expenses

The Client agrees to pay for the Firm's legal services and reimburse the Firm's expenses incurred in connection with the Special Receiver Discovery Matter in the manner set forth in this section. Payment of the Firm's monthly invoice is due upon receipt of the invoice.

Firm partner Katharine Battaia Clark will be primarily handling the Special Receiver Discovery Matter for you on behalf of the Firm. Because the Firm is committed to providing the highest quality legal services in a cost-efficient manner, the Firm, in its sole discretion, may ask other partners or non-partner attorneys within the Firm to assist in the representation where appropriate. In some instances, some tasks may be performed by staff members of the Firm who are not licensed to practice law but are capable of performing law-related tasks under the supervision of a licensed attorney.

The Firm computes its fees by recording the time spent by each professional (in tenth-of-an-hour minimum units) and charging such time at the applicable hourly rate. The Firm will submit invoices to the Client on a monthly basis for all fees incurred, with such invoices itemized by day to reflect the name of and time spent by each professional working on the matter, along with a

¹ Please consult a tax professional as to any tax consequences regarding the Special Receiver Discovery Matter or this representation, including but not limited to any proceeds, costs, or expenses that you may receive or incur.

Jennifer Rudenick Ecklund
August 10, 2019
Page 3

description of the work performed. For the Special Receiver Discovery Matter, the Firm will charge a discounted rate of \$350.00 per hour for partner-level attorney services, \$350.00 per hour for senior counsel attorney services, \$275.00 per hour for non-partner attorney services, and \$100.00 per hour for paralegal services.

The Firm will also seek reimbursement from the Client for any expenses that the Firm incurs in the handling of the Special Receiver Discovery Matter, including but not limited to filing fees; local counsel fees; bonds; travel costs; expert witness and/or consultant fees; court reporter fees; printing costs; mailing expenses; and courier fees. These reimbursable expenses will be itemized on the Firm's monthly invoices.

The Firm does not require that the Client remit a retainer at this time.

The Firm shall apply to the Court in the Main Receivership for approval of its invoices.

Because of the nature of the services the Firm provides, the Firm cannot predict precisely what any matter may cost. Accordingly, to the extent the Firm provides you any estimate of fees or expenses during the term of this Agreement, the Client acknowledges such estimate will be for information purposes only, and agrees that any estimate has no impact on the terms of this Agreement and will not bind the Client or the Firm.

III. Conflicts of Interest

In order to avoid representing parties with conflicts of interest, the Firm maintains a conflict-of-interest index. In connection with the Special Receiver Discovery Matter, the Firm has indexed Jennifer Rudenick Ecklund, Receiver as the Firm's client; Thompson & Knight, LLP as lead counsel for the Client in the Receivership Matter; the defendants in the Receivership Matter as adverse; Wells Fargo Bank, N.A. as an adverse party in Cause No. 4:18-cv-00452-ALM; and Timothy "Micah" Dortch at the Potts Law Firm as the Special Receiver/plaintiff in Cause No. 4:18-cv-00452-ALM. Please notify the Firm of any additional adverse or potentially adverse parties of which you are aware or become aware, as the Firm will assume that the above listing is accurate and complete unless informed otherwise.

IV. Attorney-Client Considerations

The attorney-client relationship is privileged, and accordingly the Client's communications with the Firm with respect to the Special Receiver Discovery Matter are confidential. The Client agrees to protect the attorney-client privilege by (i) avoiding any communication of sensitive matters to others aside from the Firm and her lead counsel, (ii) ensuring that third parties are not copied or included in your communications with the Firm, and (iii) not sharing work product the Client receives from the Firm with third parties. The Client should avoid discussing the Special Receiver Discovery Matter with anyone other than the Firm and her lead counsel. This Agreement does not affect your relationship or the privileged nature of communications with lead counsel, Thompson & Knight, LLP, whom this Firm understands represents the Client as lead counsel in the Main Receivership.

Jennifer Rudenick Ecklund
August 10, 2019
Page 4

While certain communications may be handled through postal mail or courier services, the Firm will frequently use email to communicate with the Client regarding the Special Receiver Discovery Matter, unless the Client requests otherwise. The current postal address and email address the Firm has for the counsel are shown above; the Client agrees to notify the Firm, in writing, of any change in its or lead counsel's mailing address or email address during the term of this Agreement within seven (7) days of such change.

When the Special Receiver Discovery Matter has concluded or the Firm's representation has otherwise terminated pursuant to this Agreement, the attorney-client relationship will end unless the Client and the Firm have mutually and expressly agreed to a continuation with respect to other matters.

V. Termination of Representation

The Client may terminate the Firm's legal representation of it by providing the Firm written notice of such termination. Upon receipt of such notice, the Firm will use best efforts to promptly withdraw from any pending legal proceedings, and all fees for legal services rendered through the time of withdrawal and all expenses incurred prior to such time (whether or not already billed or invoiced by the Firm) shall be immediately due and payable. The Client agrees to promptly provide any assistance that may be required to facilitate such withdrawal.

Likewise, the Firm may terminate its representation of the Client by written notice sent to the mailing address then on file. In the unlikely event of such termination, the Firm will follow the requirements of the Texas Disciplinary Rules of Professional Conduct and take all steps reasonably practicable to protect your interests during the process of withdrawing from the matter.

If at any point during the engagement the Firm's invoices for the Special Receiver Discovery Matter are not timely paid ("Default"), the Firm may, in its sole discretion and with appropriate notice to the Client, (1) temporarily or permanently suspend any work in progress; (2) terminate its representation of the Client in the Special Receiver Discovery Matter; and/or (3) withdraw from representation of the Client in other matters. All fees for legal services rendered by the Firm through the time of such termination or withdrawal, and all expenses incurred prior to such time (whether or not already billed or invoiced by the Firm), shall be immediately due and payable upon Default.

The Firm will retain its client file on the Special Receiver Discovery Matter for a period of five (5) years from the conclusion of the Firm's representation of the Client in the Special Receiver Discovery Matter. If the Client does not make a request for its file during that period, the Firm may then destroy and/or delete the file.

Jennifer Rudenick Ecklund
August 10, 2019
Page 5

VI. No Guaranty of Outcome; Arbitration of Disputes

The Firm will strive to achieve a resolution of the Special Receiver Discovery Matter that furthers the Client's interests and aligns with the Client's goals for the representation. Nonetheless, **the Firm makes no warranty or representation about (i) the result(s) that may be obtained through its services, (ii) the services provided by others at the Firm's or your request, or (iii) the response and timeliness of any action by any governmental official or department, court of law, mediator, and/or arbitrator. The Client's claims and defenses may or may not prevail, and any decision of a court or other tribunal could be affirmed, reversed, or modified on appeal.** By signing this Agreement, the Client, through its authorized representative, acknowledges and agrees that the Firm cannot and does not guarantee a successful or satisfactory outcome of the Special Receiver Discovery Matter.

The Client further agrees that in the unlikely event of a dispute between the Client and the Firm or its personnel, any such dispute – including but not limited to claims, defenses, or counterclaims arising from or relating in any way to the Special Receiver Discovery Matter, any legal advice or legal services provided to the Client by the Firm, or regarding this Agreement (whether contractual, tortious, or otherwise in nature) – shall be exclusively resolved under the laws of the State of Texas through binding arbitration by a sole arbitrator in Dallas, Texas, in accordance with the rules of the American Arbitration Association. The arbitrator, who shall have the exclusive power to rule on his or her own jurisdiction, shall award the prevailing party its reasonable and necessary attorney's fees, costs and expenses in connection with the arbitration (including, if applicable, an expert witness), including but not limited to any appeal or enforcement proceedings. Prior to or in the absence of any such award, the costs and expenses associated with the arbitration shall be split equally amongst the parties.

This Agreement is governed by Texas law. If any provision or language in this Agreement is determined to be invalid, void, or illegal, then the remaining provisions and language shall be preserved and shall be interpreted to give full legal effect.

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES PROFESSIONAL MISCONDUCT COMMITTED BY TEXAS ATTORNEYS. ALTHOUGH NOT EVERY COMPLAINT AGAINST OR DISPUTE WITH A LAWYER INVOLVES PROFESSIONAL MISCONDUCT, THE STATE BAR'S OFFICE OF CHIEF DISCIPLINARY COUNSEL WILL PROVIDE YOU WITH INFORMATION ABOUT HOW TO FILE A COMPLAINT SHOULD YOU CHOOSE TO SEEK SUCH INFORMATION. YOU MAY CALL 1-800-932-1900 TOLL-FREE FOR MORE INFORMATION.

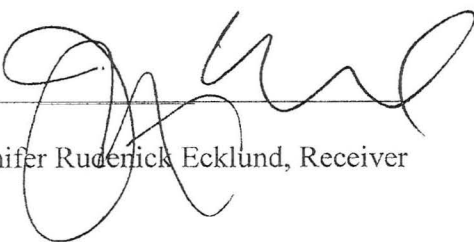
Jennifer Rudenick Ecklund
August 10, 2019
Page 6

Please indicate the Client's acceptance of the terms set out in this Agreement by signing where indicated below.

HEDRICK KRING, PLLC

By: 
Katharine Battaia Clark

AGREED AND ACCEPTED:

By: 
Jennifer Rudenick Ecklund, Receiver

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

SECURITIES AND EXCHANGE	§	
COMMISSION	§	
Plaintiff,	§	
	§	
	§	
v.	§	Case 04:17-CV-00336-ALM
	§	
THURMAN P. BRYANT, III and	§	
BRYANT UNITED CAPITAL FUNDING,	§	
INC., ARTHUR F. WAMMEL, WAMMEL	§	
GROUP, LLC, CARLOS GOODSPEED	§	
a/k/a SEAN PHILLIPS a/k/a GC d/b/a TOP	§	
AGENT ENTERTAINMENT d/b/a/ MR.	§	
TOP AGENT ENTERTAINMENT,	§	
	§	
Defendants,	§	
	§	
and	§	
	§	
THURMAN P. BRYANT, JR.,	§	
	§	
Relief Defendant.	§	

**ORDER APPROVING EMPLOYMENT OF HEDRICK KRING, PLLC
AS LIMITED COUNSEL TO RECEIVER IN THE SPECIAL RECEIVERSHIP ACTION
EFFECTIVE AS OF AUGUST 10, 2019**

Before the Court is the *Request for Order Approving Receiver’s Employment of Hedrick Kring, PLLC as Limited Counsel to Receiver in the Special Receivership Action Effective as of August 10, 2019* and the supporting declaration submitted by Katharine Battaia Clark of Hedrick Kring, PLLC (collectively, the “**Hedrick Kring Application**”),¹ filed by Jennifer Ecklund, the Court-appointed Receiver (the “**Receiver**”) for Defendants Thurman P. Bryant, III (“**Bryant**”) and Bryant United Capital Funding, Inc. (“**BUCF**”) (Bryant and BUCF, collectively, the

¹ All capitalized terms not defined herein shall be given the meanings ascribed to them in the Hedrick Kring Application.

“**Bryant Defendants**”) and Defendant Arthur F. Wammel (“**Wammel**”), Defendant Wammel Group, LLC (the “**Wammel Group**”), and Wammel Group Holdings Partnership (“**WGHP**”) (together Wammel, Wammel Group, and WGHP, the “**Wammel Defendants**”) receivership estates (together, the “**Receivership Estate**” or the “**Receivership**”), in the above-captioned case (the “**Case**”), and pursuant to the Court’s *Order Appointing Receiver*, entered on May 15, 2017, and *Amended Order Appointing Receiver*, entered July 19, 2017, in this Case, the Court finds that: (i) it has subject matter jurisdiction over the Hedrick Kring Application; (ii) it has personal jurisdiction over the Defendants; (iii) Hedrick Kring, PLLC (“**Hedrick Kring**”) (a) does not represent or hold any interest adverse to the Defendants or the Estate and (b) is disinterested and not otherwise disqualified from representing the Receiver; (iv) the Receiver’s employment of Hedrick Kring as a Retained Personnel under the terms outlined in the Hedrick Kring Application is in the best interests of the Estate; (v) proper and adequate notice of the Hedrick Kring Application under the circumstances has been given and no other or further notice is necessary; (vi) no objections to the Hedrick Kring Application were filed with this Court; (vii) (a) the Receiver engaged Hedrick Kring on August 10, 2019 for the limited purpose of representing the Receiver in the Special Receivership Action, and (b) the employment of Hedrick Kring should be effective as of that date; and (viii) the Receiver has shown good, sufficient, and sound business purpose and justification for the relief requested in the Hedrick Kring Application, and, after due deliberation thereon, good and sufficient cause exists for granting the relief requested therein; accordingly,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Hedrick Kring Application is **GRANTED**.

2. In accordance with the Receivership Order, the Receiver is authorized to employ and retain Hedrick Kring as limited counsel in accordance with the compensation terms in the Hedrick Kring Application and supporting Katharine Battaia Clark Declaration, effective as of August 10, 2019.

3. Hedrick Kring is authorized to provide professional services to the Receiver in the Special Receivership Action against financial institutions and to assist the Receiver to handle limited issues related to the Estate, as permitted in the Receivership Order, including without limitation, any issues ancillary and related thereto.

4. Hedrick Kring shall file applications for the approval of compensation of its fees and expenses in compliance with the Hedrick Kring Application, Court's Order, the local rules of this Court, and such other procedures that may be fixed by order of this Court.

IT IS SO ORDERED.