CAUSE NO. DC-16-07364

ROYCE B. WEST,	§	**IN THE DISTRICT COURT**
	§	
Plaintiff & Counter-Defendant,	§	
	§	
v.	§	**101st JUDICIAL DISTRICT**
	§	
DESMOND D. BRYANT,	§	
	§	
Defendant & Counter-Plaintiff.	§	**DALLAS COUNTY, TEXAS**

PLAINTIFF AND COUNTER-DEFENDANT ROYCE B. WEST'S MOTION FOR SANCTIONS

Plaintiff and Counter-Defendant Royce B. West ("West" or "Counter-Defendant") files this *Motion for Sanctions* under Texas Rule of Civil Procedure 13 and Chapter 10 of the Texas Civil Practice & Remedies Code and respectfully shows the Court as follows:

SUMMARY

Defendant and Counter-Plaintiff Desmond D. Bryant ("Bryant" or "Counter-Plaintiff") and his counsel have filed Bryant's Original Counterclaim ("Counterclaim") against West in this action in bad faith and without reasonable inquiry into (or with purposeful disregard of) the veracity of their claims. *Any* investigation of Bryant's claims would have revealed three facts:

- Bryant's relationship with David Wells ("Wells") *long* precedes any relationship between West and Bryant; and
- The $200,000 and $300,000 payments to West complained of as injuring Bryant, were received by West in trust to settle lawsuits at Bryant's request, and such settlement payments were in fact made to litigants against Bryant.
- There is no evidence that the acts that Bryant attributes directly to West in fact occurred, *because they did not.*

Ignoring these realities — and the complete lack of evidence supporting Bryant's allegations — Bryant and his counsel have now chosen to employ the Counterclaim as an improper means of defaming West and intimidating him into foregoing his legitimate claims against Bryant.

After Bryant filed the Counterclaim, West and his counsel immediately identified its legal and factual deficiencies to Bryant's counsel and demanded that the false and baseless pleading be withdrawn. Despite their inability to then provide a single piece of evidence to support the Counterclaim, Bryant and his counsel have since persisted in litigating those claims. Because Bryant's claims lack any basis in fact or reality and were brought in bad faith and for harassment and intimidation, the Court, under Rule 13, Chapter 10, or its inherent powers, should (1) dismiss Bryant's claims with prejudice, (2) grant West his reasonable expenses, including attorney's fees, and (3) order a monetary sanction of $500,000 to be assessed against Bryant and his counsel to be paid as a donation to the United Negro College Fund ("UNCF").

BACKGROUND

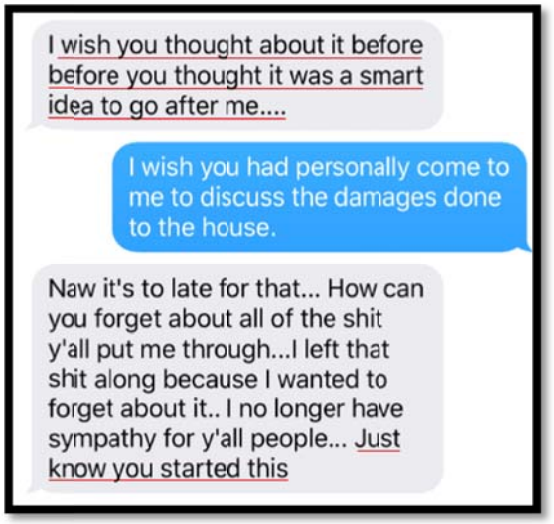
A. Bryant Responds to West's Requests for Redress with Threats.

West brought this lawsuit to recover the over $60,000 in damages that Bryant caused to West's DeSoto, Texas residence before returning the property to West in January 2016. In the weeks before filing, West contacted Bryant and his representatives in an attempt to resolve this matter without the need for judicial involvement. In doing so, West provided Bryant and his counsel with photographs depicting the damage done to the residence, as well as detailed invoices and receipts documenting the expenditures made by West in fixing the property. In response, Bryant, through his counsel, threatened:

> *In view of what we have learned about your long history of involvement with issues relating to Mr. Bryant, including David Wells, entities that you established, boards on which you served, and documents you possess, as well as other fiduciary responsibilities relating to Mr. Bryant known to you, we believe it is clearly in your best interests to resolve all issues between you and Mr. Bryant by a mutual walk away with mutual full universal releases*.[1]

[1] *See* Letter, Kenneth E. Broughton to Royce B. West (May 18, 2016), attached as Exhibit B-1.

These allegations had no merit or basis in fact, and West filed suit on June 17, 2016. On June 22, Bryant contacted West by text message:[2]



B. Bryant Files His Baseless Counterclaim and Attempts to Rewrite History.

On July 18, Bryant filed the Counterclaim. In the Counterclaim, Bryant alleges six causes of action against West: breach of fiduciary duty, negligence, gross negligence, negligent misrepresentation, fraud, and fraud by nondisclosure. Each claim centers on Bryant and Wells' relationship, which Bryant purports West induced in 2010 through (as of yet unidentified) misrepresentations and omissions. Bryant purports, among other things, that:

- "Bryant relied on Royce West's representations and recommendation about turning over his affairs to David Wells, as evidenced by, among other things, Bryant: (i) giving Wells a Power of Attorney; (ii) giving Wells signatory power on Bryant's bank accounts; and (iii) otherwise allowing Wells to act on Bryant's behalf."

- West "hand-picked" and "installed" Wells as Bryant's financial manager; and

- West helped form Dez I Enterprises, Inc. ("Dez Enterprises") and served as a director of the entity, which enabled Wells to profit.

[2] *See* Text Messages (June 22, 2016), attached as Exhibit B-2.

- "Wells . . . absconded with over $200,000 of money owed to Bryant under endorsements and other agreements. For his part, Royce West and his law firm, West & Associates, L.L.P., received over $300,000 in compensation from Bryant while Royce West simultaneously was breaching his fiduciary duties and other obligations to Bryant."

Throughout the Counterclaim, Bryant purports that his decision to retain Wells as a manager is attributable to West.

In support of these allegations, Bryant cites an August 7, 2009 article describing Wells as having a "shady history."[3] The article reports that Wells purportedly had a shady past, yet had also acted as an adviser to NFL players such as Michael Irvin and Michael Crabtree in the decade before meeting Bryant.[4]

The Wells-Bryant relationship itself is reported as a mentor-mentee relationship that began in December 2008.[5] It was not in fact West who introduced, or even acted as the primary link between, Bryant and Wells. As reported:[6]

- "David Wells and Dez Bryant were first introduced by Texas Tech receiver Michael Crabtree at a college football awards ceremony in Orlando, Fla., in December 2008."

- "'Mike [Crabtree, NFL player and friend to Bryant] knew a little about my background, he knew my issues,' Bryant said. […] 'He wanted me to get to know the man who was helping him'" (referring to Wells).

- "Bryant was happy for the introduction. **He liked Wells from their first conversation**. By the time Bryant left the awards ceremony in Orlando, **he believed he had found the man who would be his guide**. He decided Wells'

[3] *See* Def.'s Counterclaim ¶ 2 & n. 1; *see also* Barry Petchesky, *Michael Crabtree's Adviser Has Quite the Shady History*, DEADSPIN (Aug. 7, 2009), *available at* http://deadspin.com/5331938/michael-crabtrees-adviser-has-quite-the-shady-history (hereinafter "Petchesky Article").

[4] *See* Petchesky Article.

[5] *See, e.g.*, SportsDayDFW, *Who is David Wells? Meet the ex-bail bondsman who mentors Cowboys like Dez Bryant*, DALLAS NEWS (May 23, 2010), *available at* http://sportsday.dallasnews.com/dallas-cowboys/cowboysheadlines/2010/05/23/who-is-david-wells-meet-the-ex-bail-bondsman-who-mentors-cowboys-like-dez-bryant (hereinafter "SportsDay Article").

[6] *See* SportsDay Article.

> home would become his home when he was away from school. **He moved in soon after Oklahoma State's final game of the 2008 season at the Holiday Bowl**."
>
> - "Wells cast his shadow in the Cowboys world again in 2008, when ***the team*** enlisted him to help baby-sit Pacman Jones during his rocky stay with the team."
> - "'I listened to Pac[man Jones] tell Dave [Wells] and me what he did wrong and what it cost him,' Bryant said. 'It was a great learning experience.'"
> - "***There is no telling how many jobs Wells has done for the Cowboys*** between his very public bookend tasks."
> - "[F]ormer Cowboys offensive lineman Nate Newton says **he knows 'for a fact how many players' butts' his friend [Wells] has saved**."

It was ***after*** Bryant and Wells established a relationship that *Wells* then introduced Bryant *to West*, requesting in October 2009 that West assist Bryant with an October 2009 NCAA regulatory appeal.[7] As the Counterclaim acknowledges, Bryant then retained West as legal counsel in 2010.[8] Significantly, in September of that year, jeweler Eleow Hunt filed suit against Bryant for over $600,000 in unpaid jewelry, event tickets, and loans and Bryant asked West and his firm to represent him in defense of that case. The parties to that suit began reaching settlement terms around August 19, 2011, at which time Bryant made an initial settlement payment of **$200,000** through West & Associates, L.L.P.'s trust account ("West & Associates"), all of which was then paid to Eleow Hunt from West & Associate's trust account on Bryant's behalf.[9] A second settlement payment was made around November 19, 2011, when Bryant provided **$300,000** to West & Associates' trust account, $275,000 of which was then

[7] *See* Affidavit of Royce B. West ¶ 2, attached as Exhibit B ("West Affidavit").

[8] *See* West Aff. ¶ 3.

[9] *See* West Aff. ¶ 4.

paid to Eleow Hunt (and $25,000 of which was to pay for the firm's actual legal services). The suit was immediately thereafter dismissed.[10]

Moreover, from 2010 onward, many of those with whom Bryant has worked counseled Bryant on who to turn to for help — and vouched for Wells.[11] As reported by The Washington Post (citing Rolling Stone):[12]

> *The Cowboys — specifically owner Jerry Jones and his son, team Chief Operating Officer Stephen Jones — then insisted that Bryant sign a draconian contract in which he would 'pay Wells $17,000 a month for 24-hour security; to be home by midnight, and install cameras to record his comings and goings; and to bar anyone, including friends and family, from paying visits without prior consent from Wells.'*

Bryant has also always maintained an independent agent, whether it be Eugene Parker, Drew Rosenhaus, Tom Condon, or Roc Nation,[13] and a separate accountant, such as Robert S. Nunez, who functioned as Bryant's financial adviser and trustee of Mr. Bryant's revocable trust.[14] West hardly could have duped Bryant about Wells, unilaterally "hand-picked" Wells for Bryant, or "orchestrated Bryant turning over his financial affairs" to Wells.[15]

Publicly-available documents also disclose the history of Dez Enterprises.[16] The Dez Enterprises Filings show that Bryant listed West as a "director" of the entity, which was formed

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[10] *See* West Aff. ¶ 4.

[11] *See, e.g.*, Calvin Watkins, *Dez Bryant Changes Agent*, ESPN (May 23, 2012), *available at* http://www.espn.com/dallas/nfl/story/_/id/8231383/dallas-cowboys-dez-bryant-fires-agent-drew-rosenhaus-rehires-agent-eugene-parker-sources-say.

[12] Matt Bonesteel, *Cowboys Employ a 'Fixer,'* WASHINGTON POST (Aug. 28, 2015), *available at* https://www.washingtonpost.com/news/early-lead/wp/2015/08/28/the-cowboys-employ-a-fixer-who-reportedly-scammed-dez-bryant-out-of-thousands/ (citing Rolling Stone article on subject).

[13] *See id.*; *See* John Breech, *Dez Bryant Hires Jay-Z's Roc Nation*, CBS SPORTS (Nov. 2, 2014), *available at* http://www.cbssports.com/nfl/eye-on-football/24780070/dez-bryant-hires-jay-zs-roc-nation-jerry-jones-against-agent-change (hereinafter "Breech Article"). Bryant has been represented by Roc Nation since at least November 2, 2014. *See* Breech Article.

[14] *See* West Aff. ¶ 3.

[15] *See* Def.'s Counterclaim ¶¶ 3, 9.

[16] *See* Exhibits C–F (collectively, hereinafter "Dez Enterprises Filings").

in 2010, in its Articles of Incorporation ("AOI").[17] But no document supports the contention that West sought out or agreed to take the position. West in fact did not even give *permission* to be named as a director in the AOI (a fact of which West informed Bryant's counsel in March 2015), and asked to be removed when he discovered that he was named as a director without West's permission or consent.[18] Dez Enterprises forfeited its existence from February 2012 until July 2014.[19] Upon its reinstatement, West notably was no longer listed as a director of the entity.[20] The undisputable facts are that West ***never*** gave Bryant permission or consent to be named as a director of Dez Enterprises, West was ***never*** an acting director of Dez Enterprises, and West certainly did not use the entity to funnel payments to Wells.[21] Despite these undisputable facts, all of which were known by Bryant and his attorneys, Bryant and his attorneys falsely state otherwise in the Counterclaim in a feigned attempt to deflect this Court from the real issue in this case – which is recompense for West's meritorious claims against Bryant related to the damage Bryant caused to West's residence.

C. Bryant's Counsel Knowingly Asserts Claims Having No Reasonable Basis in Fact or Reality.

Because of the nature of Bryant's threats to West and the discrepancies between the actual facts and Bryant's farcical allegations, when Bryant filed the Counterclaim on July 18, 2016, West immediately sought factual support for its basis. Counsel for West contacted counsel for Bryant to discuss the false allegations in the Counterclaim and request that Bryant's

[17] *See* AOI (Ex. C).

[18] West Aff. ¶ 8; *see also* E-mail, Royce B. West to Kenneth E. Broughton (Mar. 19, 2015), attached as Exhibit B-3.

[19] *See* Tax Forfeiture (Ex. D); Reinstatement (Ex. E).

[20] *See* Publ. Information Report (2014) (Ex. F).

[21] West Aff. ¶ 8.

counsel immediately withdraw the Counterclaim in compliance with Rule 13 or otherwise state the good faith basis for filing same. Bryant's counsel responded:[22]

- "In **March 2011**, West acted as Mr. Bryant's attorney in a legal dispute with a jewelry store. At that point, at the latest . . . fiduciary duties of trust, loyalty, and candor flowed from West to Mr. Bryant due to their attorney-client relationship. […] **Their fiduciary relationship is further evidenced by Mr. Bryant's $200,000 payment to West's law firm . . . on August 19, 2011.**"[23]

- "West knew of Mr. Bryant's reliance and took advantage of his trust by encouraging Mr. Bryant to allow Wells to manage Mr. Bryant's business and financial affairs."

- "Mr. Bryant's reliance on West's 'advice' is evidenced by multiple agreements" into which Bryant entered voluntarily and alone. These agreements were the only evidence presented to support counsel's allegations.

- "As a result of West taking advantage of Bryant's trust by continually promoting Wells' involvement with Mr. Bryant's businesses and finances, Wells was able to wrongfully obtain over **$300,000** from Mr. Bryant."

In fact, however:

- Of the agreements provided by Bryant's counsel as "evidence" of Bryant's "reliance" on West, West & Associates assisted with only one — an agreement with BioSteel Sports Supplements Inc. (the "BioSteel Agreement").[24] Then, around August 4, 2014, Bryant ceased using the firm's services on the BioSteel Agreement, and the firm heard nothing more about it. The last draft in the firm's possession was not executed by any party. It also contained a provision under which copies of notices under the agreement would be provided to West & Associates.[25] In contrast, the BioSteel Agreement received from Bryant's counsel was executed (on August 14, 2014), and all reference to West & Associates had

[22] *See* E-mail & Attachments, Michael H. Bernick to Trey H. Crawford & G. Michael Gruber (July 28, 2016) (emphasis added), attached as Exhibit A-1.

[23] The date that Bryant wired West & Associates $200,000 towards settlement of the Eleow Hunt suit, the entirety of which was then paid to Eleow Hunt — not West or Wells. *See* West Aff. ¶ 4.

[24] *See* Unexecuted Talent Services Agreement between Desmond S. Bryant and BioSteel Sports Supplements Inc. (Aug. 4, 2014), attached as Exhibit B-4.

[25] *See* Ex. B-4, at ¶ 19.

been removed.[26] Upon information and belief, West's successor Reed Smith LLP completed that agreement for Bryant and would have had first-hand knowledge that neither West nor his firm had done anything improper.

- West & Associates did not draft or assist in drafting any other agreement referenced or provided by Bryant's counsel – a fact also known by Bryant and his attorneys prior to filing the specious Counterclaim.[27]

- As explained by The Washington Post and quoted above, the Security Detailing and Consultation Agreement between Bryant and Wells (to which Bryant's counsel also refers) was not proposed, advised, or drafted by West or his firm.

- Even as to the Lease, West advised Bryant to have independent counsel of his choosing review the Lease on Bryant's behalf before signing it.[28]

- As part of the settlement of the *Eleow Hunt suit* filed against Bryant, Bryant wired $200,000 to West & Associates' trust account on August 19, 2011; the entirety of which was in fact paid to Eleow Hunt out of the trust account on Bryant's behalf and at his instruction.[29]

- As part of the settlement of the *Eleow Hunt suit* filed against Bryant, Bryant wired another $300,000 to West & Associates' trust account on November 19, 2011; $275,000 of which was in fact paid to Eleow Hunt from said account on Bryant's behalf and at his instruction. The remaining $25,000 going to West & Associates' outstanding legal fees – also at the instruction and consent of Bryant.[30]

- In total, West & Associates assisted Bryant in approximately 9 matters over the course of approximately 4.5 years, in only 3 of which West was the acting attorney, and in total for which West & Associates received $113,024.81, *including actual expenses*.[31]

[26] *See* Ex. A-1.

[27] West Aff. ¶ 6.

[28] West Aff. ¶ 7.

[29] West Aff. ¶ 4.

[30] West Aff. ¶ 4.

[31] *See* West Aff. ¶ 3. Notably, Bryant still owes West & Associates $9,480.38 in unpaid legal fees in connection with that representation.

When counsel for West further challenged the veracity of Bryant's allegations, counsel for Bryant later admitted: "[i]t is really Mr. Bryant's personal knowledge . . . that form[s] the basis for the counterclaim."[32] Counsel offered ***no*** factual support for Bryant's allegations, claiming only, "you will hear **how strongly [Bryant]** ***believes*** **in them** when you depose him."[33]

D. The Counterclaim Falsely and Publicly Disparages West Purely as a Litigation Tactic to Deflect from Bryant's Own Malfeasance.

Bryant, an NFL player, and West, a Texas State Senator since 1993, are both public figures. Whenever either becomes associated with any controversy (true or false), that controversy becomes highly publicized and widespread in the news media. As could be anticipated, the Counterclaim is no different.

Immediately after Bryant filed the Counterclaim, numerous reports on the Counterclaim surfaced (as Bryant and his counsel undoubtedly knew would occur).[34] These reports draw directly from and heavily quote the Counterclaim and the patently false accusations contained therein. As a result of these erroneous accusations — which were brought in bad faith, with vindictiveness, and to harass — West has been exposed to repeated and unwarranted public scrutiny and defamation. For example, ESPN, the NFL, and the Dallas Morning News have reported:[35]

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[32] *See* E-mail, Kenneth E. Broughton to G. Michael Gruber (July 29, 2016), attached as Exhibit A-2.

[33] *See* Ex. A-2 (emphasis added).

[34] *See, e.g.*, Todd Archer, *Dez Bryant Files Countersuit vs. Former Adviser*, ESPN (July 19, 2016), *available at* http://www.espn.com/nfl/story/_/id/17106711/dez-bryant-dallas-cowboys-files-countersuit-former-adviser-royce-west (hereinafter "Archer Article"); Ian Rapoport, *Dez Bryant Files Lawsuit Against His Former Financial Adviser*, NFL.COM (July 19, 2016), *available at* http://www.nfl.com/news/story/0ap3000000675464/article/dez-bryant-files-lawsuit-against-his-former-financial-adviser (hereinafter "Rapoport Article"); Caleb Downs, *Dez Bryant Files Countersuit Against State Sen. Royce West, Alleging Theft of $200,000*, DALLAS MORNING NEWS (July 19, 2016), *available at* http://www.dallasnews.com/news/local-news/20160719-dez-bryant-files-countersuit-against-state-sen.-royce-west-alleging-theft-of-200000.ece (hereinafter "Downs Article").

[35] These and additional articles have been collected and attached in Appendix 1 for the convenience of the Court.

- As a headline: "*Dez Bryant files countersuit against state Sen. Royce West, alleging* ***theft of $200,000***."[36]

- Citing the Counterclaim: "Wells used the business to attract marketing and endorsement deals using Bryant's name, image and likeness and then West would 'instruct endorsement companies and others to make payments for any endorsement agreements to Wells, not Bryant, who had signed over power of attorney to Wells on West's advice,'" and, "'Many of these payments stopped at Wells and/or West, but never reached Bryant.'"[37]

- "The accusations paint a picture of West and his associate David Wells, a former bail bondsman who served as a Bryant confidante, as essentially taking advantage of Bryant **and stealing his money**."[38]

- "[C]iting the Texas Theft Liability Act, Bryant had a possessor[y] right to money and property he earned through endorsement deals and other avenues. The lawsuit alleges West held that money and intended to deprive Bryant of it."[39]

Given the lack of reasonable basis in fact or law for Bryant's allegations, the improper purpose for which Bryant and his counsel have brought the Counterclaim, and the prejudice and public derision the Counterclaim has caused West, West now requests that the Court sanction Bryant and his counsel for maintaining these baseless and bad-faith claims.

ARGUMENT

A. Rule 13, Chapter 10, and the Court's Inherent Powers to Sanction.

Rule 13 of the Texas Rules of Civil Procedure and Chapter 10 of the Texas Civil Practice & Remedies Code serve to deter and remedy baseless and harassing filings and punish those who file them. *See Response Time, Inc. v. Sterling Commerce (N.A.), Inc.*, 95 S.W.3d 656, 659–60 (Tex. App. — Dallas 2002, no pet.). Rule 13 authorizes the Court to impose a range of sanctions against a party or their counsel for a filing that is groundless and either

[36] Downs Article (emphasis added).

[37] Archer Article.

[38] Rapoport Article (emphasis added).

[39] Rapoport Article.

brought in bad faith, intended to harass, or that is knowingly false. Tex. R. Civ. P. 13. Chapter 10 permits sanctions for a filing that is either lacking reasonable basis in fact or law *or* made for an improper purpose such as harassment or delay.[40] Tex. Civ. Prac. & Rem. Code §§ 10.001, 10.004.

A filing is groundless or lacking in reasonable basis when, objectively, and at the time of filing, the party or its counsel failed to make a reasonable inquiry into the legal and factual basis of each claim asserted. Tex. Civ. Prac. & Rem. Code § 10.001; *Loeffler v. Lytle Indep. Sch. Dist.*, 211 S.W.3d 331, 348–49 (Tex. App. — San Antonio 2006, pet. denied). A filing is made in bad faith when, subjectively, the party or its counsel acted with dishonest, discriminatory, or malicious purpose. *Clack v. Wollschlager*, No. 11-12-00269-CV, 2014 WL 2109384, at *10–11 (Tex. App. — Eastland May 15, 2014, no pet.). A party's intent may be shown by direct or circumstantial evidence; for instance, a party acts in bad faith when the party "has been put on notice that [a] claim may be groundless and [the party] does not make reasonable inquiry before pursuing the claim further." *Id*.

When a party violates Rule 13 or Chapter 10, the Court maintains discretion in determining the appropriate sanction; the sole requirement is that the sanction be "just." *See Nath v. Tex. Children's Hosp.*, 446 S.W.3d 355, 361, 363–64 (Tex. 2014). A sanction is just if (1) there is a correlation between the sanction and the offending conduct sought to be remedied and (2) the sanction is proportionate to the offending conduct. *Id*. at 363.

Within these strictures, under Rule 13 and Chapter 10, a court may require the offending party or its counsel[41] pay the reasonable expenses, including attorney's fees, incurred because of

[40] The standard for sanctions under Chapter 10 is thus less stringent than that under Rule 13, requiring a showing of only *either* lack of reasonable basis *or* improper purpose such as harassment, delay, or increased expense, but not both. *Compare* TEX. CIV. PRAC. & REM. CODE § 10.001 *with* TEX. R. CIV. P. 13. *See also Low v. Henry*, 221 S.W.3d 609, 617 (Tex. 2007).

[41] Sanctions should be assessed against the "true offender," whether that is the party, counsel, or both. *Nath*, 446 S.W.3d at 363.

the offending party's conduct. Tex. Civ. Prac. & Rem. Code § 10.004; Tex. R. Civ. P. 13; Tex. R. Civ. P. 215.2(b); *Nath*, 446 S.W.3d at 367; *see also Wein v. Sherman*, No. 03-10-00499-CV, 2013 WL 4516013, at *9 (Tex. App. — Austin Aug. 23, 2013, no pet.) (mem. op.) (listing cases upholding fee sanctions). Under Chapter 10, such penalties are not limited to attorney's fees and costs. *Low v. Henry*, 221 S.W.3d 609, 621 (Tex. 2007). The proportionality of any monetary sanction is determined by examining a number of nonexclusive factors and applying the relevant factors to the circumstances.[42] *See Nath*, 446 S.W.3d at 372 & n.29.

Under Rule 13, the Court may also strike a frivolous pleading or claim, dismiss all or part of a proceeding, or render judgment against an offending party. Tex. R. Civ. P. 13; Tex. R. Civ. P. 215.2(b). Dismissal of claims is appropriate when the sanctionable conduct "*is* the institution and pursuit of a groundless lawsuit that was brought in bad faith." *Gilbert v. Moseley*, 453 S.W.3d 480, 486–87 (Tex. App. — Texarkana 2014, no pet.) (emphasis added); *see also Response Time*, 95 S.W.3d at 662 (finding that imposition of lesser sanctions would not have cured offending conduct and dismissal was thus appropriate); *Cloughly v. NBC Bank-Seguin, NA*, 773 S.W.2d 652, 656–57 (Tex. App. — San Antonio 1989, writ denied) (same).

Rule 13 and Chapter 10 notwithstanding, the Court may also issue sanctions under its inherent power to administer justice and preserve procedural integrity. *See Lawrence v. Kohl*,

[42] These factors are: (a) the good faith or bad faith of the offender; (b) the degree of willfulness, vindictiveness, negligence, or frivolousness involved in the offense; (c) the knowledge, experience, and expertise of the offender; (d) any prior history of sanctionable conduct on the part of the offender; (e) the reasonableness and necessity of the out-of-pocket expenses incurred by the offended person as a result of the misconduct; (f) the nature and extent of prejudice, apart from out-of-pocket expenses, suffered by the offended person as a result of the misconduct; (g) the relative culpability of client and counsel, and the impact on their privileged relationship of an inquiry into that area; (h) the risk of chilling the specific type of litigation involved; (i) the impact of the sanction on the offender, including the offender's ability to pay a monetary sanction; (j) the impact of the sanction on the offended party, including the offended person's need for compensation; (k) the relative magnitude of sanction necessary to achieve the goal or goals of the sanction; (l) burdens on the court system attributable to the misconduct, including consumption of judicial time and incurrence of juror fees and other court costs; and (n) the degree to which the offended person's own behavior caused the expenses for which recovery is sought. *Nath*, 446 S.W.3d at 372 n.29 (internal citations omitted) (omission in original).

853 S.W.2d 697, 700 (Tex. App. — Houston [1st Dist.] 1993, no writ); *Tate v. Commodore Cnty. Mut. Ins. Co.*, 767 S.W.2d 219, 224 (Tex. App. — Dallas 1989, writ denied).

B. Good Cause Exists to Sanction Bryant and His Counsel for the Baseless Counterclaim that was Filed in Bad Faith.

1. The Counterclaim is Factually and Legally Baseless.

Bryant and his attorneys claim that Bryant's "injuries" are the result of his retention of Wells as a financial manager based on purported misrepresentations and omissions made by West in inducing that relationship. But a reasonable investigation would have shown — and indeed does show — that these claims lack any basis in fact or reality.

First, the availability of the information on Wells, both in the news and from others in the sports industry, not only negates but *contradicts* any allegation that Bryant could have reasonably relied on any one person's representations regarding Wells. *See Blankinship v. Brown*, 399 S.W.3d 303, 308 (Tex. App. — Dallas 2013, pet. denied) (reliance is an element of fraud). Likewise, there could have been no breach, negligent or otherwise, of a duty to disclose where *the information purportedly omitted was widely known and easily available*. *See cf. Seagrams v. McGuire*, 814 S.W.2d 385 (Tex. 1991) (no duty to disclose matters of common knowledge).

Further, before and during the time periods cited in the Counterclaim, Bryant sought and "relied" on the advice of a *number* of individuals, including his teammates and team owner, when making decisions about management and agency. And it was in fact Michael Crabtree — not West — who recommended Bryant form a relationship with Wells. It was after Bryant met Wells through Michael Crabtree that Bryant began *residing* with Wells in or around January 2009 — *well* before he purports to have begun working with West. Bryant's allegations, that West somehow duped Bryant into working with a manager with whom Bryant had in fact lived with in the preceding year, belie plausibility.

Indeed, it was instead Wells who first introduced Bryant to West in late 2009. Bryant then did not actually engage West as legal counsel until 2010, and across 9 matters over 4.5 years, Bryant paid West & Associates $113,024.81 for legal work *and expenses*.[43] Bryant's apparent insinuation — echoed by his counsel — that West received $200,000 from Bryant on August 19, 2011 as personal compensation is untrue; the funds were paid through West & Associates' trust account directly to the opposing party in the settlement of a lawsuit. Likewise, the "$300,000" that Bryant continually references as "compensation" going to West actually represents the second and final settlement payment of $275,000 paid from the West & Associates' trust account at Bryant's direction and consent.[44] The remaining $25,000 was in satisfaction of past due legal fees in connection with that representation. Simply put, the statement in Bryant's Counterclaim that West & Associates "received over $300,000 in compensation from Bryant while Royce West simultaneously was breaching his fiduciary duties and other obligations to Bryant" is demonstrably false and sanctionable. Bryant and his attorneys should be shamed and castigated for filing such a knowingly false and defamatory pleading – particularly when the primary goal in doing so is to obfuscate the truth, and the effect is defamation of a well-respected sitting State Senator and practicing attorney.

West & Associates' representation of Bryant in any matter ended in August 2014, when Bryant opted to complete the BioSteel Agreement without the firm. West & Associates did not draft or advise Bryant on the Security Detailing & Consultation Agreement; the agreement between Bryant and G3 Sports Marketing & Representation, LLC; or the (Fanduel) agreement between Bryant and Professional Athlete Advisors LLC.[45]

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[43] Notably, the Counterclaim does not take issue with, nor could it, the amount of invoices for legal services West & Associates provided Bryant over the four and a half year period.

[44] *See* Jane Geelan-Sayres, *Bryant Settles $600,000 Suit*, NBC (Nov. 30, 2011), *available at* http://www.nbcdfw.com /blogs/blue-star/Bryant-Settles-600000-Suit--134785238.html.

[45] *See* Funds Transaction Listing, West & Associates, L.L.P., attached as Exhibit B-5; West Aff. ¶ 6.

The frivolity of the Counterclaim is demonstrated further by the falsity of Bryant's allegations regarding West's involvement in Dez Enterprises: not only did West inform Bryant's counsel in March 2015 that he did not organize, authorize his name to be associated with, or otherwise participate in the entity (and asked that his name be immediately removed from association with it), but Secretary of State documents confirm this fact.[46]

It is clear that Bryant and his counsel have intentionally ignored the truth in order to assert Bryant's baseless claims in violation of Rule 13 and Chapter 10. *See Low v. Henry*, 221 S.W.3d 609, 615 (Tex. 2007).

2. Bryant Filed the Counterclaim for Improper Purposes and in Bad Faith.

It is undeniable that Bryant filed the Counterclaim for purposes of harassment, intimidation by threat of reputational damage, and avoidance of the legitimate claims against him. Prior to filing, Bryant, both directly and through counsel, expressed this intent to West on more than one occasion when West tried to amicably resolve this matter without court intervention. The Counterclaim itself is based on a demonstrably fabricated account of the relationships between Bryant, West, and Wells. Yet Bryant and his counsel continue to maintain the Counterclaim, despite the complete lack of evidence in support, and the evidence to the contrary. These facts alone are sufficient to demonstrate Bryant and his counsel's bad faith and malicious purpose. *See Clack*, 2014 WL 2109384, at *13 ("Clack's allegations were not borne out of reasonable investigation and lacked evidentiary support; that fact, coupled with Clack's inaction, implied a dishonest and improper motive, namely to intimidate Judge Rucker and malign him and McClure."). Ultimately, "using a legal mechanism to force damaging, irrelevant information into the public domain" and thereby compel a more favorable result "constitutes an improper purpose," and Bryant and his counsel should be sanctioned for such

[46] *See* Exs. C–F.

conduct. *See Nath*, 446 S.W.3d at 366. Failure to do so is a tacit approval of such conduct, which will only serve to promote future dilatory tactics – not discourage them.

C. Dismissal of the Bryant's Claims is Appropriate and Just.

Because Bryant and his counsel have been given ample opportunity to clarify or withdraw the baseless allegations in the Counterclaim and have failed to, the Court should dismiss Bryant's claims. In this case, dismissal is directly related and proportionate to the sanctionable conduct, much as in *Gilbert v. Moseley*. In *Gilbert*, a contractor had placed a lien on a homeowner's property for unpaid sums on work done. The homeowner responded with threats, including a threat to sue the contractor's spouse, who introduced the homeowner to (and performed legal work for) the contractor, as partly liable for the lien. The homeowner then filed the suit. When the spouse's counsel discussed the baselessness of the suit with the homeowner and provided the homeowner opportunity to withdraw his claims, the homeowner refused to do so. The Court of Appeals found:

> "This is not a discovery scenario where many types of lesser sanctions might be utilized, e.g., striking a particular pleading, disallowing certain discovery, or limiting types of discovery. The sanctionable conduct here *is the institution and pursuit of a groundless lawsuit*. […] Under these facts, *there is no realistic lesser measure that could have been utilized by the trial judge as a lesser sanction* in addition to the opportunities already provided."

Gilbert, 453 S.W.3d at 486–87 (emphasis added). *See also Almanza v. Transcontinental Ins. Co.*, No. 05-97-01612-CV, 1999 WL 1012959, at *5 (Tex. App. — Dallas Nov. 8, 1999, pet. denied) (affirming dismissal of claims under Rule 13 where the petition was groundless and filed in bad faith and to harass because *only* appropriate sanctions were dismissal and assessment of attorney's fees).

Here too, Bryant is attempting to avoid an obligation to West, and threatening West with (and subsequently filing) plainly misdirected and harassing claims that Bryant and his counsel

know have no basis in fact. Prior to filing this Motion, West's counsel conferred with Bryant's counsel concerning the lack of merit and candor of the allegations in the Counterclaim, gave them an opportunity to amend, support or withdraw the allegations, and counsel for Bryant has refused to do so. There is no solution left but to seek dismissal of those claims from this Court.

D. A Monetary Sanction of Expenses, Fees, and a $500,000 Donation to the United Negro College Fund is Appropriate and Just.

Under the applicable *Low* factors, the Court should award West his reasonable and necessary expenses and attorney's fees incurred in defending against the Counterclaim, as well as $500,000 to be paid as a donation to the UNCF. *See Nath*, 446 S.W.3d at 372 & n.29. This sanction should be assessed against both Bryant and his counsel, who signed the Counterclaim in violation of Rule 13 and Chapter 10 and failed to amend or withdraw it once the falsity of the allegations was brought to their attention. *See id*. at 363, 367 ("[W]hile [the client] may be properly deemed the true offender, his attorneys possess ethical obligations and may share in the blame for sanctionable conduct.").

Bryant and his counsel have each acted in bad faith; Bryant with a degree of vindictiveness, and counsel with willful neglect. Counsel has also acted with the knowledge and expertise to understand the frivolity of the Counterclaim. Both Bryant and his counsel are culpable for the sanctionable conduct: Bryant has done more than simply entrust the litigation to counsel. He has individually threatened West, and has provided false information in support of his claims. Bryant's counsel has refused to investigate Bryant's claims, despite being put on notice of their lack of evidentiary support (and their falsity). Bryant and his counsel's actions have greatly prejudiced West, who, because of the known high-profile nature of this dispute, has now been defamed in the public eye and had doubts cast upon his character and integrity.

Bryant and his counsel are with the resources to withstand monetary sanctions, which will recompense West for the costs he has been forced to expend defending against the frivolous

Counterclaim. Because Bryant and his counsel have ignored pleas for voluntary withdrawal, West has had no choice but to file this motion (which has been brought as soon as practicably possible), and will be required to answer and conduct discovery in response to the Counterclaim.

Because of the degree of willfulness and bad faith — even clear vindictiveness — and attorney negligence present in this case, and the highly prejudicial impact of the Counterclaim on West and his reputation, an additional monetary sanction of $500,000 to be paid as a donation to the UNCF is especially just and appropriate. Such a sanction would serve as both a punitive and deterrent measure; give back to a community that looks to Bryant and West as role models; and refocus Bryant and his counsel on the impact that a public defamation campaign, especially when used as a litigation tactic, can have on that community and its unity.

The fees and expenses sought will be those that are reasonable and necessary. Counsel will supplement this motion by affidavit or testimony when any reply briefing and preparation for hearing on this motion are completed or close to completion and total fees are known.

CONCLUSION

For the reasons above, Plaintiff and Counter-Defendant Royce B. West respectfully requests that the Court find good cause and grant Counter-Defendant's Motion for Sanctions, dismiss each claim in Defendant and Counter-Plaintiff Desmond D. Bryant's Counterclaim, order the monetary sanctions requested herein, and for such other relief, at law and in equity, to which Counter-Defendant may be justly entitled.

Dated: August 17, 2016

Respectfully submitted,

GRUBER ELROD JOHANSEN HAIL SHANK LLP

By: */s/ G. Michael Gruber*

G. Michael Gruber
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ATTORNEYS FOR PLAINTIFF ROYCE B. WEST

CERTIFICATE OF CONFERENCE

Counsel for movant and counsel for respondent have personally conducted a conference at which there was a substantive discussion of the matters presented to the Court in this motion and despite best efforts counsel have not been able to resolve those matters.

/s/ G. Michael Gruber
G. Michael Gruber

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served on counsel of record via electronic filing in accordance with the Texas Rules of Civil Procedure on August 17, 2016 as follows:

Kenneth E. Broughton
kbroughton@reedsmith.com
Reed Smith LLP
811 Main Street, Suite 1700
Houston, Texas 77002
(T) (713) 469-3819
(F) (713) 469-3899

/s/ Priya A. Bhaskar
Priya A. Bhaskar

CAUSE NO. DC-16-07364

ROYCE B. WEST,	§	**IN THE DISTRICT COURT**
	§	
Plaintiff & Counter-Defendant,	§	
	§	
v.	§	**101st JUDICIAL DISTRICT**
	§	
DESMOND D. BRYANT,	§	
	§	
Defendant & Counter-Plaintiff.	§	**DALLAS COUNTY, TEXAS**

AFFIDAVIT OF G. MICHAEL GRUBER

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared G. Michael Gruber, known to me to be the person whose name is subscribed to the foregoing instrument, and stated as follows:

1. My name is G. Michael Gruber. I am over 21 years of age and reside in the State of Texas. My business address is 1445 Ross Avenue, Suite 2500, Dallas, Texas 75202. I have never been convicted of any felony or other crime involving moral turpitude. I am fully competent to make this affidavit. I have personal knowledge of the facts set forth in this affidavit, which I have acquired as described herein, and those facts are true and correct.

2. I am an Equity Partner with the law firm of Gruber Elrod Johansen Hail Shank LLP (the "Firm") and lead counsel for Plaintiff and Counter-Defendant Royce B. West in this lawsuit. Trey H. Crawford is a Partner with the Firm and is also counsel for Mr. West.

3. Exhibit A-1 to Counter-Defendant's Motion for Sanctions is a true and correct copy of a July 28, 2016 e-mail from Michael H. Bernick, counsel for Defendant and Counter-Plaintiff Desmond D. Bryant in this lawsuit, to me and Mr. Crawford.

4. Exhibit A-2 to Counter-Defendant's Motion for Sanctions is a true and correct copy of a July 29, 2016 e-mail from Kenneth E. Broughton, counsel for Mr. Bryant, to me.

G. Michael Gruber

SWORN TO AND SUBSCRIBED before me, this the 15-Th day of August, 2016, to certify which witness my official hand and seal of office.

Notary Public, State of Texas

My Commission Expires:

CHERI JEAN AVERY
Notary Public, State of Texas
My Commission Expires
March 28, 2019

From: Bernick, Michael H. <MBernick@ReedSmith.com>
Sent: Thursday, July 28, 2016 5:51 PM
To: Trey Crawford
Cc: Michael Gruber; Priya Bhaskar; Broughton, Kenneth E.; Sheffield, Regina L.
Subject: West v. Bryant
Attachments: 2011-07-20 G3 Agreement.pdf; 2012-07-26 Security Detail and Consultant Agreement.pdf; 2014-08-01 FanDuel Agreement.pdf; 2014-08-04 BioSteel Agreement.pdf

Trey,

Ken is traveling today and asked me to pass along the following summary and attached documents. Ken will be back in the office tomorrow if you have any questions.

Summary

Since at least 2008, the long-term connection between Royce West and David Wells has been reported in articles regarding their involvement with other NFL players, e.g., Michael Crabtree and Michael Irvin. It has also been well-documented that Wells is a former bail bondsman and convicted felon that has pled guilty to tax evasion. West surely knew of Wells' "shady" past because West testified on Wells' behalf at a criminal trial.

In March 2011, West acted as Mr. Bryant's attorney in a legal dispute with a jewelry store. At that point, at the latest, (although probably earlier), fiduciary duties of trust, loyalty, and candor flowed from West to Mr. Bryant due to their attorney-client relationship. Their fiduciary relationship is further evidenced by Mr. Bryant's $200,000 payment to West's law firm, West & Associates, LLP, on August 19, 2011. Mr. Bryant will testify that he relied on West—as his attorney and as a Texas state senator—to advise him on personal, business, and financial matters.

However, Mr. Bryant will also testify that West knew of Mr. Bryant's reliance and took advantage of his trust by encouraging Mr. Bryant to allow Wells to manage Mr. Bryant's business and financial affairs. Mr. Bryant's reliance on West's "advice" is evidenced by multiple agreements. For example, in the July 20, 2011 agreement between Mr. Bryant and G3 Sports Marketing & Representation, LLC, Mr. Bryant agreed to allow all payments from his sponsors to flow through his alleged "advisor", David Wells. Moreover, on July 26, 2012, Mr. Bryant entered into a written Security Detail and Consultant Agreement with Wells and Wells' entity, D&T Management. Under the agreement, Wells was "retained to advise, counsel, . . . secure, . . . and to provide Dez Bryant with a variety of personal and business management services . . .", so that, Mr. Bryant could meet the requirements of the Conditional Dismissal that West negotiated with the Dallas County District Attorney's office on Mr. Bryant's behalf.

Also, later agreements involving Mr. Bryant establish that West was complicit in Wells' involvement. On August 31, 2013, West drafted and executed a lease for the 1212 Regents Park Ct. property. The Lease's "notice" provision, which West drafted, stated that copies of all notices for Mr. Bryant under the lease had to be sent to Wells.

Further, on August 1, 2014, Wells executed an Advertising Agreement with FanDuel on Mr. Bryant's behalf. Also, the BioSteel Talent Services Agreement, dated August 4, 2014, included a provision that all payments were to be made to "Desmond Bryant c/o David Wells". In an email dated March 19, 2015, West has previously stated that his firm "provided legal services for Mr. Bryant" in the BioSteel transaction.

As a result of West taking advantage of Bryant's trust by continually promoting Wells' involvement with Mr. Bryant's businesses and finances, Wells was able to wrongfully obtain over $300,000 from Mr. Bryant.

EXHIBIT A-1

Thank you,

Michael H. Bernick
ReedSmith LLP
811 Main Street, Suite 1700, Houston, Texas 77002-6110
D: +1.713.469.3834 | T: +1.713.469.3800 | F: +1.713.469.3899
mbernick@reedsmith.com

TALENT SERVICES AGREEMENT

This agreement ("Agreement") is made as of the 4th day of August, 2014

BETWEEN:

BioSteel Sports Supplements Inc., a corporation having its head office located at 15 Glenforest Rd., Toronto, Ontario, M4N 1Z7

(hereinafter referred to as "COMPANY")

-- AND –

Desmond "Dez" Bryant

(hereinafter referred to as "ATHLETE")

BACKGROUND:

A. WHEREAS COMPANY wishes to retain the services of ATHLETE to promote the sports supplements products sold by COMPANY;

B. WHEREAS ATHLETE agrees to provide such services in accordance with the terms and conditions set forth herein;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COMPANY and ATHLETE do hereby agree as follows:

1. GRANT

During the Term, ATHLETE hereby grants to COMPANY the right to use ATHLETE's name and likeness, appearance, signature, personal statistics, voice and biographical information (collectively, "Likeness") in print, radio, television and internet advertising, including, in-store and point of sale material, retail flyers, packaging, trade promotional materials, brochures, literature, posters, billboards and outdoor signs in connection with the marketing, advertising, promoting and publicizing of COMPANY and COMPANY's sports supplements products within the Contract Territory (as defined below).

2. TERM

This Agreement shall commence as of August 4th, 2014 and shall terminate on August 3rd, 2015 (the "Term") as per compensation package 1 outlined in section 6. If compensation package 2 is exercised as per section 6 and section 7, this agreement shall commence as of August 4th, 2014 and shall terminate when the ATHLETE is no longer a member of the Dallas Cowboys Football organization as a compensated Football player. The TERM of this agreement may be re-visited and or negotiated by the ATHLETE or the COMPANY only after a sum of $1,000,000 USD in royalty payments in the form of a gift (Bugatti) is due to the ATHLETE as outlined in section 6.

3. TERRITORY

For the purposes of this Agreement, "Contract Territory" shall mean the entire world.

4. ATHLETE OBLIGATIONS

a) During the Term, ATHLETE must post or retweet a minimum of twelve (12) social media mentions relating to @BioSteelSports or #DrinkThePink per contract year.
b) ATHLETE agrees to make himself available for two (2) BioSteel video or photo shoot, media opportunity, to take place in the United States of America per contract year.

5. FUNDS

For the purpose of this Agreement, all funds are in US currency.

6. COMPENSATION PACKAGE 1

For the rights granted and all other obligations of ATHLETE hereunder, COMPANY shall provide ATHLETE with the following compensation:

a) COMPANY shall pay ATHLETE the following compensation during the Term:

On the later of August 4th, 2014 or the full execution of the Agreement, COMPANY shall pay ATHLETE the amount of $25,000.00 USD. COMPANY shall pay ATHLETE an additional amount of $25,000.00 USD on November 4th, 2014, an additional amount of $25,000.00 USD on February 4th, 2015 and an additional amount of $25,000.00 USD on May 4th, 2015.

All payments made hereunder to ATHLETE shall be made payable to "Desmond Bryant c/o David Wells" and are subject to any applicable taxes. If COMPANY fails to pay ATHLETE as indicated herein, a late fee will be assessed of $100 per day.

b) COMPANY shall provide ATHLETE with all COMPANY products at no charge to ATHLETE for the entire Tenn.

c) COMPANY shall provide ATHLETE with first-class, round trip flights, hotel, and ground transportation for ATHLETE and a companion if travel is required for any of the ATHLETE OBLIGATIONS pursuant to Section 4 herein or for any other COMPANY business. If ATHLETE representative is traveling separate from the ATHLETE, economy class, round trip flight will be purchased by the company for the ATHLETE representative.

COMPENSATION PACKAGE 2

For the rights granted and all other obligations of ATHLETE hereunder, COMPANY shall provide ATHLETE with the following compensation:

d) COMPANY shall pay ATHLETE the following compensation during the Term:

On the later of August 4th, 2014 or the full execution of the Agreement, COMPANY shall pay or gift the ATHLETE the amount of $0.01 per bottle (Royalty payment or Royalty gift), pertaining to the sales of BioSteel Ready to Drink products within the United States of America. This is inclusive of any additional future flavors or sizes. Royalty payments due to the ATHLETE from the COMPANY, will be accrued as a liability. When such Royalty payments reach a sum of $1,000,000.00 USD, the COMPANY shall purchase a Bugatti Sports Car or any gift item of the ATHLETE's choice. The value of the vehicle or gift must be $1,000,000.00 USD. Payment amount is equivalent to 1% of total sales volume (units sold) of BioSteel Ready to Drink products within the United States of America. Minimum Royalty payment per contract year to ATHLETE must be $100,000.00 USD made payable as per the payment schedule outlined in section 6

section a) ATHLETE representatives have the right to see audited company financial statements at anytime.

All payments made hereunder to ATHLETE shall be made payable to "Desmond Bryant c/o David Wells" and are subject to any applicable taxes. If COMPANY fails to pay ATHLETE as indicated herein, a late fee will be assessed of $100 per day.

e) COMPANY shall provide ATHLETE with all COMPANY products at no charge to ATHLETE for the entire Term.

f) COMPANY shall provide ATHLETE with first-class, round trip flights, hotel, and ground transportation for ATHLETE and a companion if travel is required for any of the ATHLETE OBLIGATIONS pursuant to Section 4 herein or for any other COMPANY business. If ATHLETE representative is traveling separate from the ATHLETE, economy class, round trip flight will be purchased by the company for the ATHLETE representative.

7. EXECUTION OF COMPENSATION PACKAGE and CATEGORY

a) Category will be defined as Sports Supplements, hydration drinks, energy drinks, sports drinks, soft drinks.

b) If Company fails to bring BioSteel Ready to Drink product to the US market with US distribution partner before the end of the 1st contract year. ATHLETE will be compensated as per compensation package 1 outlined in section 6 for the term outlined in section 2. If company does bring BioSteel Ready to product to the US market with US distribution partner before the end of the 1st contract year ATHLETE will be compensated as per compensation package 2 outlined in section 6 for the term outlined in section 2.

8. APPROVAL RIGHTS

COMPANY shall furnish for review and approval a copy of any and all marketing materials that contain ATHLETE's Likeness to ATHLETE's authorized representative, prior to in-market usage. Such approval shall not be unreasonably withheld. If the authorized representative does not respond within five (5) business days of receipt, such materials will be deemed approved. ATHLETE acknowledges and agrees that the authorized representative is authorized to provide any and all approvals on behalf of ATHLETE under this Agreement and COMPANY is entitled to rely on such approvals.

9. INDEMNIFICATION

COMPANY hereby agrees to be solely responsible for, defend, hold harmless and indemnify ATHLETE and ATHLETE's authorized representatives from and against any claims, demands, suits, losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from this Agreement, including and without limiting the generality of the foregoing: (i) COMPANY'S acts or omissions; (ii) a breach of this Agreement by COMPANY; (iii) the use of ATHLETE's Likeness other than as authorized hereunder; (iv) allegations of an unauthorized use of any trademark, patent, process, idea, method, material or device by COMPANY in connection with its exercise of the rights granted herein, (v) any alleged defects in COMPANY's products, promotional materials or services, and (vi) a breach of any of COMPANY's representation, warranties, and covenants herein.

10. TERMINATION

a) ATHLETE shall be entitled to terminate this Agreement prior to the end of the TERM by delivery of a written notice to COMPANY declaring such termination, upon the occurrence of the following:

i) COMPANY breaches or fails to observe or perform, in a material respect, any of its obligations, representations, warranties, covenants or responsibilities under this Agreement, unless within thirty (30) days after notice from ATHLETE specifying the nature of such breach or failure, COMPANY cures such breach or failure;

ii) COMPANY is wound-up, discontinued, liquidated, dissolved or its existence is otherwise terminated or if it ceases to carry on business or its business is otherwise discontinued;

Upon termination pursuant to this Section 10(a), COMPANY shall not be relieved of its obligations contained in Section 6 and 7 herein.

b) COMPANY shall be entitled to terminate this Agreement prior to the end of the TERM by delivery of a written notice to ATHLETE declaring such termination, upon the occurrence of the following:

i) ATHLETE breaches or fails to observe or perform, in a material respect, any of his obligations, covenants or responsibilities under this Agreement, unless within thirty (30) days after notice from COMPANY specifying the nature of such breach or failure, ATHLETE cures such breach or failure;

ii) ATHLETE is convicted of a crime involving moral turpitude, or acknowledges, or is convicted of, illicit drug use;

iii) ATHLETE dies

iv) ATHETE is no longer a current football player belonging to the Dallas Cowboys football organization

Upon delivery of a written notice of termination by COMPANY to ATHLETE pursuant to this Section 10(b), ATHLETE shall be entitled to demand and collect from COMPANY, on a pro rata basis calculated based upon the number of days elapsed since the beginning of the Term, any amount owing to ATHLETE which has been earned by ATHLETE prior to such notice of termination. ATHLETE shall reimburse COMPANY upon written demand for any amount, if any, paid in excess of the amount which he would be entitled to receive if the compensation pursuant to Section 6 herein were prorated over the entire Term, calculated to the date of such notice of termination. However, if ATHLETE has performed all obligations listed in Section 4 herein, COMPANY shall compensate ATHLETE in full pursuant to Section 6 of the Agreement.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ATHLETE

ATHLETE represents, warrants and covenants to COMPANY on a continuing basis that:

a) ATHLETE has full power and authority to enter into this Agreement and perform all of the obligations hereunder without violating or infringing upon the legal or equitable rights of any third party.

b) ATHLETE is not a party to any prior agreement nor subject to any obligation which may prevent or prohibit him from fully performing his obligations under this Agreement.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF COMPANY

COMPANY represents, warrants and covenants to ATHLETE on a continuing basis that:

a) COMPANY has the right and authority to enter into this Agreement and perform all of its obligations set forth herein.

b) COMPANY will not make use of ATHLETE's Likeness except as authorized by ATHLETE and/or authorized representative in accordance with the provisions of this Agreement.

c) COMPANY's products do not contain any ingredients that are on the National Football League list of banned substances.

13. EFFECT OF EXPIRATION OR TERMINATION

Following the expiration or termination of this Agreement, COMPANY shall immediately discontinue the use of all advertising materials bearing ATHLETE's Likeness, in any manner whatsoever, provided however, that COMPANY shall have the right to dispose of any promotion products or premiums that make use of ATHLETE's Likeness for a period of up to, but not exceeding, sixty (60) days following the expiration or termination of the Agreement. During the sixty (60) day period following the expiration or termination of the Agreement, such dispositions shall be made in the normal course of business through customary distribution channels provided that such distribution is not accompanied by any advertising support that make use of ATHLETE's Likeness such as the display of point-of-sale materials or media advertisements placed by COMPANY.

14. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other parties.

15. CONFIDENTIALITY

The parties acknowledge that the terms and conditions of this Agreement are confidential and shall not be disclosed by COMPANY or ATHLETE without the prior consent of the other parties, except to the legal, accounting and other business representatives of each such party, or unless required by any applicable Provincial or Federal statute or regulation, or a valid court order.

16. SEVERABILITY

Each section of this Agreement is severable from the remainder of this Agreement such that, if a court of competent jurisdiction rules that any part of this Agreement is invalid, then that part shall be deemed to be removed from this Agreement and the remainder will stand in full force and effect.

17. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable hereto.

18. INDEPENDENT CONTRACTOR

Except as expressly provided herein ATHLETE shall not, by virtue of this Agreement, constitute or be deemed to be an agent, employee or representative of COMPANY for any purpose whatsoever, and ATHLETE shall perform all of his obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create an association, trust, partnership or joint venture or impose trust or partnership duty, obligation or liability or, except as expressly provided herein, each party shall be individually and severally liable for its or his own obligations under this Agreement. ATHLETE shall be solely responsible for the payment of all taxes on compensation received pursuant to the terms of this Agreement. Accordingly, COMPANY shall not make any deductions for tax purposes from any compensation paid to ATHLETE. COMPANY shall be responsible for paying any talent related fees, if required, on behalf of ATHLETE, including but not limited to, ACTRA or SAG fees, which are directly related to the development and production of advertising materials bearing ATHLETE's Likeness pursuant to this Agreement.

19. NOTICES

Any notice permitted or required to be sent hereunder shall be sent by confirmed facsimile, electronic mail, or delivered by hand, express courier, or certified mail as follows. The parties may each change the contact information for notice by providing notice of such change to the other party. Notice will be considered given the next business day after it is delivered by hand or sent by express courier or certified mail, and upon confirmation if sent by facsimile or electronic mail.

To: BioSteel Sports Supplements Inc.
15 Glenforest rd, Toronto, Ontario, M4N 1Z7

Attention: John Celenza, President

To: Desmond Bryant c/o David Wells

At: Specified address from ATHLETE or ATHLETE representative

20. FORCE MAJEURE

The following shall be deemed to be "Force Majeure" events: act of God (such as earthquake, hurricane, fire, explosion), war, riot, terrorist act, failure of public services, applicable laws, orders, rules and regulations, including stock exchange rules and prohibitions of business. If due to a Force Majeure event either party is prevented from carrying out its obligations under the Agreement, such failure shall not be deemed to be a breach of this Agreement. In such circumstances, any missed obligations and/or Personal Services shall be rescheduled on mutually agreeable dates, times and locations.

21. GENERAL PROVISIONS

a) The parties hereto agree to do such acts and to sign all documents required to give full effect to the provisions of this Agreement.

b) The waiver by any party hereto of a breach by the other party of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of this provision or any other provision. No party may be deemed to have waived any right hereunder, unless such waiver is in writing.

c) This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement, proposal, representation or negotiation between the parties relating to the subject matter hereof.

d) This Agreement shall be binding upon the parties and their respective successors, heirs, guardians, representatives and executors.

e) The section headings used in this Agreement are for reference and convenience only and shall not be used for interpretation.

f) This Agreement may only be amended by a written document signed by all parties to this Agreement.

g) Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties. Facsimile or email transmission of the executed version of this Agreement or any counterpart hereof shall have the same force and effect as the original.

h) The preamble of this Agreement shall form an integral part hereof.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BioSteel Sports Supplements Inc.

By: _____
Name: John Celenza
Title: President

August 15, 2014
Date
I have authority to bind BioSteel Sports Supplements Inc.

Desmond Bryant c/o David Wells

8-14-14
Date

FanDuel

ADVERTISING AGREEMENT

This Advertising ("*Agreement*") sets forth the terms and conditions for advertising of the FanDuel Daily Fantasy Sports Platform as of the Effective Date and is made by and between FanDuel, Limited ("*FanDuel*") and the Party identified below ("*Party*").

Party Information:

Party Name:	Professional Athlete Advisors LLC
Address:	60 East 42nd Street New York, NY 10165
Athlete: Dez Bryant	
Contact Person:	Connor Kroll
Email: Connor.Kroll@yahoo.com	

Effective Date: Aug 1st, 2014

This Advertising Agreement includes the following attachments, which are incorporated herein by reference:

- Advertising Agreement Form
- Terms and Conditions

This Advertising Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements or understandings relating to their subject matter. No modification of this Agreement will be effective unless contained in a writing executed by duly authorized representatives of both parties.

Agreed to by the parties as of the date of the last signature set forth below (the "*Effective Date*"):

Athlete	Party	FanDuel Limited.
Signature	Signature	Signature
Dez Bryant Athlete's full name and/or management representative	Connor Kroll Print Name	Nigel Eccles Print Name
Athlete Title	President Professional Athlete Advisors LLC Title	CEO Title

ADVERTISING AGREEMENT FORM

FanDuel: The FanDuel Fantasy Sports Service (the "***Service***") provides fantasy sports games for the Party's customers/users. FanDuel - daily/weekly draft fantasy sports games:

- Fantasy Sports: enables users to draft team(s) for various fantasy sports games, including;
  - Baseball (MLB), Hockey (NHL) and Basketball (NBA) – daily salary cap fantasy sports game
  - Football (NFL) – weekly salary cap fantasy football game
- Funding: enables user to use their credit card or PayPal to deposit/withdraw funds into a FanDuel wallet/account.
- Challenge: enables users to challenge friends, have the system match them with an opponent, join a 5/10 person leagues and special tournaments.
- Leaderboard: enables users to see how they are doing against all other users (games won/lost, etc.).
- Live Scoring: enables users to view the live score of games as they are in progress, using fantasy sports scoring.
- My Account: enables users to administer their account, deposit additional funds, withdraw funds, etc.
- Forums and live chat: enables users to discuss game play, share tips & tricks, etc.

Service: During the term of this Agreement, Party will advertise FanDuel games to its audience.
Exclusivity: Party agrees that FanDuel will be the exclusive provider of daily fantasy sports games for 6-months under the terms of the Agreement.
Commercial Terms: The commercial terms of the Agreement comprise marketing components for the Party and commercial assistance from FanDuel.

- Marketing:
  - **Athlete Marketing:** Party agrees to provide the following marketing of FanDuel:
    - **Editorial:** Party will promote FanDuel contests – which will be pay-entry games with money prizes – across its Twitter and Facebook accounts. This will comprise:
      - Minimum of 10 twitter posts each month. Note: If client elects to use Facebook as well to maximize full potential he/she will receive credit for depositors
      - Outside of client's season, client may do any number of social media posts they desire.
      - Times for posts TBD as schedule warrants.
    - **Additional:** Athlete will provide one signed piece of merchandise per month for random entrants.
  - **FanDuel**
    - FanDuel will look to make the client's promotion of FanDuel as simple as possible.
    - FanDuel will provide client with editorial copy for every social media post.
    - FanDuel will provide client with one link, which will remain the link for the entire duration of the agreement.

Term: This Agreement will commence on the Effective Date and unless terminated by either party with seven (7) days notice, the guaranteed payments will remain in effect for six (6) months: August 1, 2014 to January 31, 2015 (the "Initial Term"). On February 1st, 2015, guaranteed payments will end, switching to a non-guaranteed cost per action basis agreement for the remainder of the agreement. The agreement will be renewable for additional years at any point in time. Either party may terminate this Agreement in the event that Party fails to adequately promote FanDuel throughout the Term or underperforms.

Payment Terms: Athlete will be paid $7,000 guaranteed upfront each month during the initial term. $7,000 marks the floor of which the athlete can earn per month and will be compensated upfront during the initial term. Once athlete exceeds 184 depositors each month, athlete will be paid based on a cost per action basis of $38 per depositing user that is trafficked through the links provided by FanDuel via the advertising agreement. Payments over the $7,000 guaranteed floor will be issued at the conclusion of every month of the initial term. Outside of the initial term, the athlete will be paid on a non-guaranteed cost per action basis.

If the athlete fails to meet the minimum number of social media posts per month (example: client does 7 social media posts), then the guaranteed upfront per month will terminate. In addition, the client remains responsible for hitting the minimum number of social media posts they were contracted for (example: client who only did 7 social media posts must do 3 more social media posts) before any further payments occur. Once meeting the contracted minimum, the client may return to the monthly guaranteed upfront based solely on the discretion of FanDuel.

TERMS & CONDITIONS

1. **Advertising:** FanDuel and Athlete agree to perform the marketing components in the Advertising Agreement. FanDuel shall retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in and to FanDuel and any and all related and underlying software and content (including interfaces, interface graphics and information architecture), databases (including data models, structures, non-Client or User specific data and aggregated statistical data contained therein), technology, reports and documentation (collectively, "FanDuel Technology"). Notwithstanding the foregoing, FanDuel and Athlete will retain all right, title and interest in and to their own website(s), worldwide including, without limitation, ownership of all intellectual property rights contained therein or relating thereto. FanDuel expressly reserves all rights in and to the Service not expressly granted herein.

2. **Term and Termination:** This Agreement is effective as of the Effective Date and expires or terminates in accordance with the Term defined in the Agreement Form, or as otherwise set forth in this Agreement. Additionally, either party may terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter).

3. **Limited Warranty.** FanDuel warrants, for Athlete's benefit only, that FanDuel will operate in substantial conformity with the description contained in this Agreement and as currently available on FanDuel.com. FanDuel warrants that it shall operate at all times in accordance with all applicable laws and regulations. FanDuel does not warrant that Athlete or Athlete's customers' use of FanDuel will be uninterrupted or error-free. FanDuel further represents and warrants that FanDuel is exempt from the provisions of 31 USC sec. 5362, because FanDuel's Service constitutes an educational game or contest in which no fantasy or simulation sports team is based on the current membership of an actual team that is a member of an amateur or professional sports organization (as those terms are defined in 28 USC sec. 3701) and meets the following conditions:

   a. All prizes and awards offered to winning participants are established and made known to the participants in advance of the game or contest and their value is not determined by the number of participants or the amount of any fees paid by those participants.
   b. All winning outcomes reflect the relative knowledge and skill of the participants and are determined predominantly by accumulated statistical results of the performance of individuals (athletes in the case of sports events) in multiple real-world sporting or other events.
   c. No winning outcome is based—
      I. on the score, point-spread, or any performance or performances of any single real-world team or any combination of such teams; or
      II. solely on any single performance of an individual athlete in any single real-world sporting or other event.

4. **Warranty Disclaimer.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 3, FANDUEL AND ALL SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. FANDUEL AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICE WILL PRODUCE ANY LEVEL OF PROFIT, REVENUE, ECONOMIC BENEFIT, OR BUSINESS FOR THE PARTY. PARTY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

5. **Athlete's Responsibilities:** Athlete assumes sole responsibility and liability for its participation in advertising FanDuel. Athlete will indemnify, defend and hold FanDuel, its agents, affiliates, and licensors harmless from and against any third party claim or liability (including reasonable attorneys' fees) arising out of or relating to: (i) any material breach by Party/Athlete of this agreement; or (ii) any content or material provided to FanDuel by Athlete/Party pursuant to this Agreement.

6. **Confidentiality:** During the term of this agreement, each party may receive certain non-public information and materials concerning the other party's business, technology, Party's and products that are proprietary and of substantial value to such party ("*Confidential Information*"). Each party will not use or disclose to any third party any Confidential Information except as permitted by this Agreement or as authorized by the other party's prior written consent. Each party will use reasonable efforts to maintain the confidentiality of all such Confidential Information, and no party will use less effort than it ordinarily uses with respect to its own confidential information. The foregoing will not restrict either

party from disclosing Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; or on a confidential basis to its legal or financial advisors, or prospective acquirors or investors. Confidential Information excludes information that: (i) is or becomes generally known to the public through no fault of the recipient; (ii) is rightfully known by the recipient at the time of disclosure without a confidentiality obligation; (iii) is independently developed by the recipient without use of the disclosing party's Confidential Information; or (iv) the recipient rightfully obtains from a third party without disclosure restrictions.

7. **Limitation of Liability:** EXCEPT WITH RESPECT TO ANY LIABILITIES DESCRIBED IN SECTION 8 BELOW, FANDUEL SHALL NOT BE LIABLE FOR DELAYS, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF FANDUEL REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FANDUEL FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR ANY CLAIMS, LOSSES, DAMAGES, EXPENSES OR THE LIKE ARISING OUT OF, IN CONNECTION WITH, OR CAUSED BY (I) ANY INCORRECT OR INACCURATE CONTENT PROVIDED TO FANDUEL OR ACQUIRED FROM THIRD PARTIES; (II) ANY CONTENT PROVIDED TO FANDUEL BY ATHLETE; OR (III) ANY ACTIONS TAKEN BY FANDUEL AT PARTY'S DIRECTION.

   NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, FANDUEL'S ENTIRE LIABILITY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY DUE TO PARTY DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

   The parties agree that the limitations specified in this Section 7 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. **INDEMNIFICATION.** FanDuel shall indemnify, defend and hold harmless Athlete from and against any claim arising out of any breach by FanDuel of any provision, representation or warranty contained in this Agreement, including without limitation: (a) any claim that any aspect of any service provided by FanDuel infringes any trademark, copyright, patent, or other intellectual property or other proprietary right of any third party asserted against Athlete/Party by a third party based upon Athlete/Partys' authorized use FanDuel in accordance with the terms of this Agreement, or (b) any claim that the Service or any element thereof violates any Federal or state law, rule or regulation provided that FanDuel shall have received from Athlete/Party: (i) prompt written notice of such claim (but in any event notice in sufficient time for FanDuel to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Party/Athlete. If Party's advertisement of the Service is, or in FanDuel's or Party's opinion is likely to be, enjoined due to the type of infringement or violation specified above, or if required by settlement, FanDuel may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Party the right to continue advertising the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and pay to Party the fees due through the date of termination. THIS SECTION 8 SETS FORTH FANDUEL'S SOLE LIABILITY AND PARTY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR PROPRIETARY RIGHT INFRINGEMENT. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. **Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of New York applicable to contracts performed wholly therein. Unless waived by FanDuel in its sole discretion, the jurisdiction and venue for actions related to the subject matter hereof shall be the state and United States federal courts located in Belmont, California and both parties hereby submit to the personal jurisdiction of such courts.

10. **Severability:** If any portion of this Agreement is found to be unenforceable, the remaining provisions of this Agreement will remain in full force. Neither party will be responsible for any reasonable delay in its performance due to causes beyond its control, provided such non-performing party gives prompt notice and resumes performance as soon as possible.

11. **Assignment:** Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement to the surviving corporation in the event of a merger, reorganization, or sale of all or substantially all of its assets or voting securities. Any attempt to assign this Agreement other than as permitted above will be invalid.

12. **Notices:** All notices will be in writing and deemed given when delivered to the other party at the address set forth above. This Agreement does not create any joint venture, Partyship, agency, or employment relationship between the parties. This Agreement is intended for the sole benefit of the parties and is not intended to benefit any third party.

13. **Amendments; Waivers.** No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Athlete will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

14. **Entire Agreement.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Athlete acknowledges that FanDuel is an on-line service, and that in order to provide an improved service FanDuel may make changes to the Service.

15. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

16. **Independent Contractors.** The parties to this Agreement are independent contractors. There is no relationship of Partyship, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

17. **Non-Solicitation.** Both FanDuel and the Athlete acknowledge and agree that the employees and consultants of each company are a valuable asset to their respective companies and are difficult to replace. Accordingly, FanDuel and the Athlete agree that, for a period of one year after termination or expiration of this Agreement, neither company shall offer employment to or directly or indirectly engage (whether as an employee, independent contractor or consultant) an employee or consultant of the other company who was involved in providing any service under this Agreement.

SECURITY DETAIL AND CONSULTANT AGREEMENT

This Agreement is made effective as of July 26, 2012, by and between Dez Bryant, and David Wells, of D & T Management at 901 Longmeadow Lane, Desoto, Texas 75115.

(214 905 6830 wells.09@gmail.com

In this Agreement, the party who is contracting to receive services shall be referred to as "Dez Bryant", and the party who will be providing the services shall be referred to as "David Wells" or "D & T Management." David & Linda

Dez Bryant desires to have services provided by David Wells.

Therefore, the parties agree as follows:

I. **DESCRIPTION OF SERVICES.** Beginning on August 23, 2012, David Wells will be retained to advise, counsel, and secure Dez Bryant to assist him in connection with the charges brought by the Dallas County District Attorney's Office. The purpose of the retention is for David Wells to provide Dez Bryant with a variety of personal and business management services, including, without limitations:

Completing the requirements needed to meet the Dallas County DA's Conditional Dismissal. It is expected that, if Mr. Bryant completes all that is listed and agreed, his Misdemeanor case will be dismissed rather than enhanced to a Felony Charge.

With that being said, the following are recommendations between Dez Bryant and D& T Management and discussed with the Dallas County DA's Office:

1. ***Curfew:*** Curfew will be at 12am unless a PRE-APPROVED event is authorized and approved by the Dallas Cowboys organization (i.e., team events, charitable functions, paid appearances, etc.). However, with such events, Dez must be accompanied by authorized personnel designated by the Dallas Cowboys and/or D & T Management.

2. ***Clubs:*** Absolutely NO Clubs, Strip Clubs, or Parties.

3. ***Alcohol:*** No alcohol is permitted and Dez must agree to random testing with D & T Management or a designee.

4. ***Counselling/Therapy:*** Must be attending 2 sessions per week for 1 year.

5. ***Occupational License Log Book:*** Must be properly documented daily and present in vehicle that Dez Bryant will be driving.

6. ***Additional Phone:*** Additional Phone will be provided for the sole purpose of communication amongst CERTAIN Personnel ONLY to prevent "lack of communication." (Expense for #6 will be provided by D & T Management.)

7. ***3-Men Security Details:*** To provide Surveillance, Security, and Protection to Dez Bryant in 16-hour shifts, 7 days a week for 52 weeks.

****Non-Disclosure:*** All personnel from D & T Management will be required to sign Affidavits of Non-Disclosure/Confidentiality Agreement.

8. *Game Day, Practice, and Appearances: Dez will be DRIVEN TO and FROM ALL Games, Practices, and Appearances by authorized Personnel ONLY, and Personnel will drop Dez Bryant off and return at a later time to pick Mr. Bryant up. There will be no friends or family loitering in any facilities regarding Dez Bryant.*

9. ***Surveillance and Management*** of household guests and/or residents: Surveillance Cameras will be installed at the residence of Mr. Bryant's home. Expense for this will be paid by Dez Bryant.

****David Wells must be aware of ALL visits to AND/OR from Ilyne Nash and Angela Bryant.*

***** "Whereabouts": David Wells must be aware of Dez Bryant's "whereabouts" at all times and if Dez Bryant is not in his home, he MUST be accompanied and escorted by authorized personnel at all times outside of his home until curfew. If Dez is out beyond curfew, David Wells must be made aware immediately with the cause of tardiness of curfew, and the estimated time it will take Mr. Bryant to be inside his home, by his curfew of 12am.*

*10. **Relationships:*** Any relationships, personal, professional, and acquaintances that will occupy Mr. Bryant for more than just a "meet and greet" must be brought to the attention of David Wells.

*****ANYONE*** of interest to Mr. Bryant MUST also AGREE and understand the ***confidentiality of the relationship*** and MUST NOT use ANY Social Media for personal gain, claim, nor display Dez Bryant's personal life amongst any social media outlets. (Please note this applies to ALL relationships, included but not limited to personal, professional, friendships, and/or acquaintances.

*11. **Social Media:*** Absolutely no "Negativity" can be published on ANY Social Media outlets. Anything that could potentially cause a negative reaction or any embarrassment upon Dez or the Dallas Cowboys is not permitted (i.e., no emotional outbursts regarding personal or professional issues and no profanity will be permitted.) Only fun, uplifting and positive messages/responses will be acceptable. Anything that warrants concerns to the Dallas Cowboys organization or David Wells must be removed from any social media outlet immediately. Please note that all employees under D & T Management are certified, with an extensive background in Law Enforcement, Private Investigations and affiliated with the local County Court houses, as well as surrounding counties.

II. **FEE.** Dez Bryant will make payments to David Wells based on $35/hr., 16 hrs/day, 7 days/wk. for 52 weeks. ($16,986.66/month). Dez Bryant will authorize a payroll deduction directly to D & T Management in this monthly amount. This will include expenses and light travel. Any out-of-state travel will be discussed on a case-by-case scenario. D & T Management will provide room and board and any per diems.

III. **TERM/TERMINATION.** This Agreement shall be effective for a period of 3 years and shall automatically renew for successive terms of the same duration, unless either party provides 30 days written notice to the other party, prior to the termination of the applicable initial term or renewal term. This Agreement shall also be terminated if Dez Bryant should be traded or terminated by the Dallas Cowboys. If such event takes place, Dez Bryant will issue the final check to D & T Management for the services that were

rendered up until the contract is terminated, and both parties shall sign off on an Agreed Notice of Service Termination.

IV. **RELATIONSHIP OF PARTIES.** It is understood by the parties that David Wells, D & T Management is an independent contractor and not an employee of the Dallas Cowboys organization or Dez Bryant. David Wells will not be entitled to fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit.

V. **EMPLOYEES.** David Wells' employees, if any, who perform services under this Agreement shall also be bound by the provisions of this Agreement.

VI. **ASSIGNMENT.** David Wells' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation.

VII. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered, when delivered in person, or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Dez Bryant:

Dez Bryant
1212 Regents Park Ct
Desoto, Texas 75115

Copy: Dallas Cowboys
One Cowboys Parkway
Irving, Texas 75063-4727

IF for David Wells:

David Wells
901 Longmeadow Lane
Desoto, Texas 75115

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

VIII. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

IX. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

X. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XI. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XII. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Texas.

Party receiving services:
Dez Bryant

By: _____
Dez Bryant

8/24/2012.
Date

Party providing service:
D & T Management or David Wells

By: _____
David Wells
D & T Management

8/24/2012
Date

Non-Exclusive Marketing Representation Agreement

This Non-Exclusive Marketing Representation Agreement ("Agreement") is effective as of July 20, 2011, between Damien S. Butler of G3 Sports Marketing & Representation, LLC, a Texas Limited Liability Company with its principal place of business located at 1717 Dowling Drive, Irving, Texas 75038 ("Representative"), and Dez Bryant ("Player"), whose address is 901 Long Meadow Lane, Desoto, Texas 75115.

INTENDING TO BE LEGALLY BOUND, and in consideration of the mutual agreements stated below, Representative and Player agree as follows:

1. Representation

[A] Player hereby retains Representative to solicit and negotiate marketing/endorsement agreements on behalf of player; and supervise Player's performance and execution of his obligations in said agreements.

[B] Player shall have final approval of all contractual terms and Representative cannot enter in to any contract without Player or his advisor David Wells' approval.

[C] Player hereby warrants that he is free to enter into this agreement and that Player is not currently under contract for exclusive representation of his Marketing/Endorsement interests with any other party.

2. Compensation for Services

[A] Representative shall receive a fee of fifteen percent (15%) of the total compensation the player receives from any marketing/endorsement contract the Representative negotiates on his behalf.

[B] All fees shall be earned and due at the time Player receives compensation owed under any contract negotiated by Representative. Player shall direct the sponsor/organization who is party to the contract with Player to make payment of fees directly to the Representative or Player's advisor David Wells at the time compensation is paid to the Player.

[C] Should any portion of compensation be paid in the form of a financial instrument other than cash, (i.e. stock shares and/or options), Representative's 15% fee shall be paid in the same manner used to compensate player.

3. Term

Either party shall have the right to terminate this Agreement upon thirty days (30) written notice to the other. All fees due the Representative on contracts negotiated on the Player's behalf during the term of this Agreement shall survive termination by either party.

4. Warranties and Representations

Each of the parties hereto represents, warrants and covenants to the other (which representations, warranties and covenants shall survive the execution and performance of this Agreement): that, the parties are a limited liability company (duly organized, validly existing and in good standing under the laws of the state of its incorporation) and individual respectively; that it has the full right and power to enter into this Agreement and to grant the rights herein granted; that it neither has made nor will make any contractual or other commitments with any third party which will prevent, interfere or conflict with the full and complete performance of its obligations hereunder or the full exercise and enjoyment of the rights herein granted by it to the other party; that it will

neither do any act nor enter into any contractual or other commitment in derogation of such rights.

5. Indemnity

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

6. Entire Agreement

This Agreement shall be governed by the laws of the state of Texas, applicable to contracts entered into and wholly performed within such state without regard to conflict of laws rules. Any dispute between the parties hereunder shall be submitted to binding arbitration to be conducted in Dallas County in the State of Texas, under the auspices and procedures of the American Arbitration Association (with full discovery available). In the event of a dispute hereunder, the prevailing party shall be entitled to attorneys' fees and court costs. This Agreement comprises our entire understanding with respect to this subject matter, may not be modified or waived without a writing signed by both parties and shall supersede all other prior written or oral agreements.

The parties agree to be bound by all the terms and conditions stated herein as shown by their signature below.

Dez Bryant	Damien Butler G3 Sports Marketing & Representation, LLC
Date	Date

On Jul 29, 2016, at 10:32 AM, Michael Gruber <mgruber@getrial.com> wrote:

Mr. Boughton,
Your explanation is not nearly sufficient to support the inflammatory and libelous allegations in **your** complaint.
Your complaint was reported in the media as accusing Senator West of theft.
As one example of your reckless statements, you knew or should have known $200,000 in funds, that are the basis of your complaint, were sent to Mr. West's trust account and immediately forwarded to settle litigation at Mr. Bryant direction and approval.
You should have also been very careful about relying on Mr. Bryant alone in light of the threat to retaliate he made to Senator West in the attached text.
There is no question your counterclaim was brought in bad faith, was groundless and for the purpose of harassment.
I request that you provide deposition dates for yourself, Mr. Bernick and a corporate representative for Reed Smith before noon on Wednesday, August 3rd 2016.
The subject of the depositions will be you and your firm's knowledge, information and belief, after reasonable inquiry, of the matters contained in your counterclaim, pursuant to TCRP 13, and the standards under CPRC Sections 10.001 and 10.004. You and your firm are also witnesses to allegations made in the counterclaim.
If we do not receive dates as requested we will immediately notice the depositions at a time convenient to us.
Mike Gruber

From: Broughton, Kenneth E. [mailto:KBroughton@ReedSmith.com]
Sent: Friday, July 29, 2016 10:33 AM
To: Michael Gruber
Cc: Trey Crawford
Subject: West v. Bryant

Mike – I was on the road yesterday so I didn't have the chance to get back to you on this. It is really Mr. Bryant's personal knowledge about his meetings with your client that form the basis for the counterclaim and you will hear how strongly he believes in them when you depose him. What we sent you yesterday was only intended to provide corroboration and damage amounts for Mr. Bryant's upcoming testimony regarding his many conversations with your client. When you take his scheduled deposition you will hear why he asserted

EXHIBIT A-2

his claims. I am happy to talk with you further at your convenience today or next week. I have genuinely appreciated your courtesy in reaching out to me in the past.

Regards, Ken

Kenneth Broughton
ReedSmith LLP
811 Main Street - Suite 1700 Houston, TX 77002
Direct: 713.469.3819 | Cell: 713.806.8434 | Fax: 713.469.3899
KBroughton@reedsmith.com | www.reedsmith.com

Offices in Abu Dhabi, Beijing, Century City, Chicago, Dubai, Frankfurt, Greece, Houston, Hong Kong, London, Los Angeles, Munich, New York, Northern Virginia, Paris, Philadelphia, Pittsburgh, Princeton, Richmond, San Francisco, Shanghai, Silicon Valley, Singapore, Washington, D.C., and Wilmington

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From: Michael Gruber
Sent: Thursday, July 28, 2016 5:58 PM
To: Bernick, Michael H.
Cc: Trey Crawford; Priya Bhaskar; Broughton, Kenneth E.; Sheffield, Regina L.
Subject: Re: West v. Bryant

Mr. Bernick,
If this is all you have to support your ridiculous counter claim, you and Mr. Broughton personally, and your firm are in a great deal of trouble.
Mike Gruber

Sent from my iPad

On Jul 28, 2016, at 5:50 PM, Bernick, Michael H. <MBernick@ReedSmith.com> wrote:

> Trey,
>
> Ken is traveling today and asked me to pass along the following summary and attached documents. Ken will be back in the office tomorrow if you have any questions.
>
> **Summary**
>
> Since at least 2008, the long-term connection between Royce West and David Wells has been reported in articles regarding their involvement with other NFL players, e.g., Michael Crabtree and Michael Irvin. It has also been well-documented that Wells is a former bail bondsman and convicted felon that has pled guilty to tax evasion. West surely knew of Wells' "shady" past because West testified on Wells' behalf at a criminal trial.
>
> In March 2011, West acted as Mr. Bryant's attorney in a legal dispute with a jewelry store. At that point, at the latest, (although probably earlier), fiduciary duties of trust, loyalty, and candor flowed from West to Mr. Bryant due to their attorney-client relationship. Their fiduciary relationship is further evidenced by Mr. Bryant's $200,000 payment to West's law firm, West & Associates, LLP, on August 19, 2011. Mr. Bryant will testify that he relied on West—as his attorney and as a Texas state senator—to advise him on personal, business, and financial matters.
> Our counterclaim

However, Mr. Bryant will also testify that West knew of Mr. Bryant's reliance and took advantage of his trust by encouraging Mr. Bryant to allow Wells to manage Mr. Bryant's business and financial affairs. Mr. Bryant's reliance on West's "advice" is evidenced by multiple agreements. For example, in the July 20, 2011 agreement between Mr. Bryant and G3 Sports Marketing & Representation, LLC, Mr. Bryant agreed to allow all payments from his sponsors to flow through his alleged "advisor", David Wells. Moreover, on July 26, 2012, Mr. Bryant entered into a written Security Detail and Consultant Agreement with Wells and Wells' entity, D&T Management. Under the agreement, Wells was "retained to advise, counsel, . . . secure, . . . and to provide Dez Bryant with a variety of personal and business management services . . .", so that, Mr. Bryant could meet the requirements of the Conditional Dismissal that West negotiated with the Dallas County District Attorney's office on Mr. Bryant's behalf.

Also, later agreements involving Mr. Bryant establish that West was complicit in Wells' involvement. On August 31, 2013, West drafted and executed a lease for the 1212 Regents Park Ct. property. The Lease's "notice" provision, which West drafted, stated that copies of all notices for Mr. Bryant under the lease had to be sent to Wells.

Further, on August 1, 2014, Wells executed an Advertising Agreement with FanDuel on Mr. Bryant's behalf. Also, the BioSteel Talent Services Agreement, dated August 4, 2014, included a provision that all payments were to be made to "Desmond Bryant c/o David Wells". In an email dated March 19, 2015, West has previously stated that his firm "provided legal services for Mr. Bryant" in the BioSteel transaction.

As a result of West taking advantage of Bryant's trust by continually promoting Wells' involvement with Mr. Bryant's businesses and finances, Wells was able to wrongfully obtain over $300,000 from Mr. Bryant.

Thank you,

Michael H. Bernick
ReedSmith LLP
811 Main Street, Suite 1700, Houston, Texas 77002-6110
D: +1.713.469.3834 | T: +1.713.469.3800 | F: +1.713.469.3899
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Abu Dhabi, Beijing, Century City, Chicago, Dubai, Greece, Houston, Hong Kong, London, Los Angeles, Munich, New York, Northern Virginia, Paris, Philadelphia, Pittsburgh, Princeton, Richmond, San Francisco, Shanghai, Silicon Valley, Singapore, Washington, D.C., and Wilmington
Commercial Litigation – Tier 1 - 2015 "Best Law Firms" survey by *U.S. News & World Report – Best Lawyers*

* * *

<2011-07-20 G3 Agreement.pdf>

<2012-07-26 Security Detail and Consultant Agreement.pdf>

<2014-08-01 FanDuel Agreement.pdf>

<2014-08-04 BioSteel Agreement.pdf>

<image1.png>

CAUSE NO. DC-16-07364

ROYCE B. WEST,	§	**IN THE DISTRICT COURT**
	§	
Plaintiff & Counter-Defendant,	§	
	§	
v.	§	**101st JUDICIAL DISTRICT**
	§	
DESMOND D. BRYANT,	§	
	§	
Defendant & Counter-Plaintiff.	§	**DALLAS COUNTY, TEXAS**

AFFIDAVIT OF ROYCE B. WEST

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Royce B. West, known to me to be the person whose name is subscribed to the foregoing instrument, and stated as follows:

1. My name is Royce B. West. I am over 21 years of age and reside in the State of Texas. I have never been convicted of any felony or other crime involving moral turpitude. I am fully competent to make this affidavit. I have personal knowledge of the facts set forth in this affidavit, which I have acquired as described herein, and those facts are true and correct.

2. I was introduced to Desmond D. Bryant (Defendant and Counter-Plaintiff in this lawsuit) by David Wells in late 2009, when Mr. Wells approached me about assisting Mr. Bryant with a NCAA regulatory appeal and I provided Mr. Bryant assistance with the matter.

3. My law firm, West & Associates, L.L.P. (the "Firm"), of which I am also managing partner, represented Mr. Bryant in approximately nine matters from March 2010 to August 2014. In total, for all matters, Mr. Bryant paid the Firm $113,024.81 (of $122,505.19 due and owing). This amount includes expenses. Robert S. Nunez, who handled Mr. Bryant's

finances, paid Mr. Bryant's bills, and acted as trustee for Mr. Bryant's revocable trust, often made the payments on Firm invoices from the trust on behalf of Mr. Bryant.

4. I was lead counsel for Mr. Bryant in *Hunt v. Bryant*, Cause No. 342-248077-10, in the 342nd Judicial District, Tarrant County, Texas ("Hunt Suit"), which was filed in Tarrant County on September 13, 2010. The Hunt Suit began settlement in August 2011. As part of that settlement, Mr. Bryant was to pay Eleow Hunt, the Plaintiff in the Hunt Suit, $200,000. On August 18, 2011, my office requested that Mr. Bryant's accountant wire the settlement funds to the Firm's IOLTA account. The funds were wired to the account on August 19. The Firm then promptly and directly paid the full $200,000 to Eleow Hunt on Mr. Bryant's behalf and at his instruction. The settlement completed in November 2011, when Mr. Bryant was to pay Eleow Hunt a second settlement payment of $275,000. On November 19, 2011, Mr. Bryant wired $300,000 to the Firm's IOLTA account. $25,000 was to pay the Firm for legal services rendered. The Firm then promptly and directly paid the remaining $275,000 to Eleow Hunt on Mr. Bryant's behalf and at his instruction. The parties dismissed the case immediately.

5. The Firm represented Mr. Bryant in the formation of a business agreement with BioSteel Sports Supplements Inc. ("BioSteel"). Although the Firm initially assisted Mr. Bryant with the BioSteel agreement, Mr. Bryant did not execute the agreement at the time the Firm represented him in the transaction.

6. The Firm did not draft or advise Mr. Bryant as to a Security Detailing and Consultation Agreement between Mr. Bryant and Mr. Wells, or any matter or agreement between Mr. Bryant and G3 Sports Marketing & Representation, LLC; Damien S. Butler; Professional Athlete Advisors LLC; Connor Kroll; or FanDuel.

7. In September 2013, Mr. Bryant re-leased a residential property from me under a

lease agreement between us. Before we entered into that lease agreement, I requested that Mr. Bryant seek independent counsel to review that agreement with him.

8. I have never given permission or otherwise authorized Mr. Bryant or any other person to name me as a director of Dez Enterprises I, Inc. (the "Entity") or any other entity incorporated by or with Mr. Bryant. When I learned that I had been named as a director of the Entity, I requested that my name be removed. To the best of my knowledge, it was. I never assisted in forming the Entity, acted as a director of the Entity, or used the Entity to funnel payments to Mr. Wells or myself.

9. I am also the Plaintiff and Counter-Defendant in the above-captioned lawsuit.

10. Exhibit B-1 to Defendant's Motion for Sanctions is a true and correct copy of a May 18, 2016 letter from Kenneth E. Broughton to me.

11. Exhibit B-2 to Defendant's Motion for Sanctions is a true and correct copy of June 22, 2016 text messages between me and Mr. Bryant.

12. Exhibit B-3 to Defendant's Motion for Sanctions is a true and correct copy of a March 19, 2015 e-mail from Mr. Broughton to me.

13. Exhibit B-4 to Defendant's Motion for Sanctions is a true and correct copy of an unexecuted Talent Services Agreement between Mr. Bryant and BioSteel.

14. Exhibit B-5 to Defendant's Motion for Sanctions is a true and correct copy of a Funds Transaction Listing for funds received and paid by the Firm in its representation of Mr. Bryant in the Hunt Suit. This Funds Transaction Listing was made at or near the time of the events shown or described in the document by a person with knowledge. It was kept in the ordinary course and as a regular practice of the Firm's regularly-conducted business.

Royce B. West

SWORN TO AND SUBSCRIBED before me, this the 17th day of August, 2016, to certify which witness my official hand and seal of office.

Notary Public, State of Texas

LISA SHARON DAVIS
Notary Public, State of Texas
My Commission Expires
November 28, 2017

My Commission Expires:
11-28-2017

ReedSmith

Kenneth E. Broughton
Direct Phone: +1 713 469 3819
Email: kbroughton@reedsmith.com

Reed Smith LLP
Suite 1700
811 Main Street
Houston, TX 77002-6110
Tel +1 713 469 3800
Fax +1 713 469 3899
reedsmith.com

May 18, 2016

By Electronic Mail Royce.w@westllp.com

Royce West Esq.
Managing Partner
WEST & ASSOCIATES, LLP
320 South R.L. Thornton Freeway
Suite 300
Dallas, Texas 75203

Re: TRE 408 FOR SETTLEMENT PURPOSES ONLY

Dear Mr. West:

We represent the interests of Mr. Dez Bryant, not only as to your recent demands related to the 1212 Regents Park property, but also with respect to your past dealings and fiduciary duties that have negatively impacted Mr. Bryant's interests over the years.

In view of what we have learned about your long history of involvement with issues relating to Mr. Bryant, including David Wells, entities that you established, boards on which you served, and documents you possess, as well as other fiduciary responsibilities relating to Mr. Bryant known to you, we believe it is clearly in your best interests to resolve all issues between you and Mr. Bryant by a mutual walk away with mutual full universal releases. This will save everyone time and attorneys' fees. As part of this mutual walk away, you would be allowed to retain Mr. Bryant's security deposit relating to the 1212 Regents Park property that is already in your possession.

We are happy to draft the universal mutual release documents and can have those to you by 5 pm this Friday, May 20, 2016. Please confirm and I will draft the documents immediately.

Very truly yours,

Kenneth E. Broughton

EXHIBIT B-1

Today 1:04 PM

I wish you thought about it before before you thought it was a smart idea to go after me....

I wish you had personally come to me to discuss the damages done to the house.

Naw it's to late for that... How can you forget about all of the shit y'all put me through...I left that shit along because I wanted to forget about it.. I no longer have sympathy for y'all people... Just know you started this

Cool!

Delivered

Cool

EXHIBIT B-2

From: Royce West
Sent: Thursday, March 19, 2015 12:45 PM
To: Sheffield, Regina L.
Cc: Broughton, Kenneth E.; Siev, Jordan W.; Whitley, Marlen D.; Royce West; Craig Capua
Subject: RE: Bryant - 2nd Request for Documents

Attorney Kenneth Broughton:

I am in receipt of your letter dated March 17, 2015 document request that my firm has already responded too. More specifically, we have provided Kimberly Miale copies of the Biosteel and Official Brand agreements and a copy of his lease. These are the only transactions my firm provided legal services for Mr. Bryant, other than representation in court.

EXHIBIT B-3

You specifically ask about Dez Bryant Enterprises, I did not authorize my name to associated with, organize or provide services to this entity. As I have previously stated, I have no records concerning this entity.

I requested Dez to allow me to review all deals or transactions before he executed them. Other than the above, I was not involved.
The only other documents we have on file is information about lawsuits.
If you need additional information concerning matters not previously addressed, please contact me.
Lastly, your threat of filing a Rule 202 needless to say comes with consequences, especially when its frivolous.

Royce West, Managing Partner
West & Associates L.L.P.
320 S. RL. Thornton Freeway
Suite 300
Dallas, TX 75203
214-941-1881 Phone
214-941-1399 fax
Royce.w@westllp.com

From: Sheffield, Regina L. [mailto:RSheffield@ReedSmith.com]
Sent: Tuesday, March 17, 2015 4:29 PM
To: Royce West
Cc: Broughton, Kenneth E.; Siev, Jordan W.; Whitley, Marlen D.
Subject: Bryant - 2nd Request for Documents

Please see attached correspondence from Mr. Kenneth Broughton, which has also been faxed to your office. Thank you.

Gina Sheffield
Legal Secretary to Kenneth E. Broughton, Francisco Rivero,
and Michael Bernick
ReedSmith LLP
811 Main Street - Suite 1700 Houston, TX 77002

Direct: 713.469.3856 | Reception: 713.469.3800 | Fax: 713.469.3899
RSheffield@reedsmith.com | www.reedsmith.com

* * *

TALENT SERVICES AGREEMENT

This Talent Services Agreement ("Agreement") is made as of the 4th day of August, 2014

BETWEEN:

BioSteel Sports Supplements Inc., a corporation having its head office located at 15 Glenforest Road, Toronto, Ontario M4N 1Z7

(hereinafter referred to as "COMPANY")

-- AND –

Desmond "Dez" Bryant

(hereinafter referred to as "ATHLETE")

BACKGROUND:

A. WHEREAS, COMPANY wishes to retain the services of ATHLETE to promote the sports supplements products sold by COMPANY; and

B. WHEREAS, ATHLETE agrees to provide such services in accordance with the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COMPANY and ATHLETE do hereby agree as follows:

1. GRANT

During the Term of this Agreement as defined below, ATHLETE hereby grants to COMPANY the exclusive right to only the Category defined in Section 7. a) of this Agreement to use ATHLETE's name and likeness, appearance, signature, personal statistics, voice and biographical information (collectively, "Likeness") in print, radio, television and internet advertising, including, in-store and point of sale material, retail flyers, packaging, trade promotional materials, brochures, literature, posters, billboards and outdoor signs in connection with the marketing, advertising, promoting and publicizing of COMPANY and COMPANY's sports supplements products within the Contract Territory as defined below.

2. TERM

This Agreement shall commence as of August 4, 2014, and shall terminate on August 3, 2015 (the "Term") as per Compensation Package 1 outlined in Section 6. If Compensation Package 2 is exercised as per Sections 6 and Section 7, this Agreement shall commence as of August 4, 2014, and shall terminate on the earlier of August 3, 2015, or when the ATHLETE is no longer a member of the Dallas Cowboys Football Club organization as a compensated football player. The Term of this Agreement may be revised and/or re-negotiated by the ATHLETE or the COMPANY only after a sum of One Million Dollars ($1,000,000) USD in Royalty Payments hereinafter defined in the form of a gift (i.e. Bugatti) is due to the ATHLETE as outlined in Section 6. Both the COMPANY and ATHLETE must agree to all revised provisions relating to the new term for it to be enforceable against the parties.

EXHIBIT B-4

3. TERRITORY

For the purposes of this Agreement, "Contract Territory" shall mean the United States of America.

4. ATHLETE OBLIGATIONS

a) During the Term, ATHLETE must post or retweet a minimum of twelve (12) social media mentions relating to @BioSteelSports or #DrinkThePink.
b) During the Term, ATHLETE agrees to make himself available for two (2) BioSteel video or photo shoots to take place in the United States of America. The two (2) video or photo shoots shall occur at mutually convenient dates and places for COMPANY and ATHLETE.

5. FUNDS

For the purpose of this Agreement, all funds are in US currency.

6. COMPENSATION PACKAGE 1

For the rights granted and all other obligations of ATHLETE hereunder, COMPANY shall provide ATHLETE with the following compensation:

a) COMPANY shall pay ATHLETE the following guaranteed compensation, even if Compensation Package 2 is applicable, during the Term:

On the later of August 4, 2014, or the full execution of the Agreement, COMPANY shall pay ATHLETE the amount of Twenty-Five Thousand Dollars ($25,000) USD. COMPANY shall pay ATHLETE an additional amount of Twenty-Five Thousand Dollars ($25,000) USD on November 4, 2014, an additional amount of Twenty-Five Thousand Dollars ($25,000) USD on February 4, 2015, and an additional amount of Twenty-Five Thousand Dollars ($25,000) USD on May 4, 2015.

All payments made hereunder to ATHLETE shall be made payable to "Desmond Bryant c/o David Wells" and are subject to any applicable United States of America taxes. If COMPANY fails to pay ATHLETE as indicated herein, a late fee will be assessed of One Hundred Dollars ($100) USD per day until payment by COMPANY is received by ATHLETE.

b) COMPANY shall provide ATHLETE with all COMPANY products at no charge to ATHLETE for the entire Term.

c) COMPANY shall provide ATHLETE with two (2) first-class, round trip flights, five star hotel accommodations, and first class ground transportation for ATHLETE and a companion if travel is required for any of the ATHLETE obligations pursuant to Section 4 herein or for any other COMPANY business. If ATHLETE representative is traveling separate from the ATHLETE, economy class, round trip flight will be purchased by the COMPANY for the ATHLETE representative.

COMPENSATION PACKAGE 2

For the rights granted and all other obligations of ATHLETE hereunder, COMPANY shall provide ATHLETE with the following compensation:

d) COMPANY shall pay ATHLETE the following compensation during the Term:

On the later of August 4, 2014, or the full execution of the Agreement, COMPANY shall pay or gift the ATHLETE the amount of one cent ($0.01) USD per bottle ("Royalty Payment" or "Royalty Gift"), pertaining to the sales of BioSteel Ready to Drink products within the United States of America. This is inclusive of any additional future flavors or sizes. Royalty Payments due to the ATHLETE from the COMPANY, will be accrued as a liability of COMPANY. When such Royalty Payments reach a sum of One Million Dollars ($1,000,000) USD, the COMPANY shall purchase a Bugatti Sports Car, any gift item having a value of One Million Dollars ($1,000,000) USD, or pay ATHLETE One Million Dollars ($1,000,000) USD, all of which is ATHLETE's choice. The value of the vehicle or gift must be One Million Dollars ($1,000,000) USD. Payment amount is equivalent to one percent (1%) of total sales volume (units sold) of BioSteel Ready to Drink products within the United States of America. If the Royalty Payments owed ATHLETE do not reach One Million Dollars ($1,000,000) USD by the end of the Term, then COMPANY agrees to pay ATHLETE the total amount of the Royalty Payments owed less One Hundred Thousand Dollars ($100,000) USD. COMPANY agrees to make this Royalty Payment, if any, by no later than thirty (30) days after the expiration of the Term. The guaranteed minimum Royalty Payment to ATHLETE shall be One Hundred Thousand Dollars ($100,000) USD made payable as per the payment schedule outlined in Section 6. a) regardless of the total sales of BioSteel Ready to Drink products within the United States of America. COMPANY agrees to make a final Royalty Payment to ATHLETE, if any, by no later than thirty (30) days after the expiration of the Term, if the amount of the Royalty Payments due exceeds the guaranteed minimum Royalty Payment and One Million Dollars ($1,000,000) USD. ATHLETE representatives have the right to review audited COMPANY financial statements at anytime concerning the sale of BioSteel Ready to Drink products sold within the United States of America. If COMPANY fails to compensate ATHLETE by not paying ATHLETE all the Royalty Payments due within two percent (2%) of the amount owed ATHLETE, then COMPANY shall also pay ATHLETE for the expenses incurred (accounting and legal fees) for the audit

All payments made hereunder to ATHLETE shall be made payable to "Desmond Bryant c/o David Wells" and are subject to any United States of America taxes. If COMPANY fails to pay ATHLETE as indicated herein, a late fee will be assessed of One Hundred Dollars ($100) per day until payment by COMPANY is received by ATHLETE.

e) COMPANY shall provide ATHLETE with all COMPANY products at no charge to ATHLETE for the entire Term.

f) COMPANY shall provide ATHLETE with two (2) first-class, round trip flights, five star hotel accommodations, and first-class ground transportation for ATHLETE and a companion if travel is required for any of the ATHLETE obligations pursuant to Section 4 herein or for any other COMPANY business. If ATHLETE representative is traveling separate from the ATHLETE, economy class, round trip flight will be purchased by the COMPANY for the ATHLETE representative.

7. EXECUTION OF COMPENSATION PACKAGE and CATEGORY

a) Category of products sold will be defined as sports supplements, hydration drinks, energy drinks, and sports drinks.

b) If COMPANY fails to bring BioSteel Ready to Drink products to the US market with an US distribution partner by August 3, 2015, ATHLETE will be compensated as per Compensation Package 1 outlined in Section 6 for the Term outlined in Section 2. If COMPANY does bring BioSteel Ready to Drink products to the US market with an US distribution partner before August 3, 2015, ATHLETE will be compensated as per Compensation Package 2 outlined in Section 6 for the Term outlined in Section 2. However, COMPANY shall still compensate ATHLETE for the amounts stated in Section 6. a) pursuant to the terms of the Agreement.

8. APPROVAL RIGHTS

COMPANY shall furnish for review and approval a copy of any and all marketing materials that contain ATHLETE's Likeness to ATHLETE's authorized representative, prior to any usage. Such approval shall not be unreasonably withheld by ATHLETE. If the authorized representative does not respond within five (5) business days of receipt, such materials will be deemed approved. ATHLETE acknowledges and agrees that the authorized representative is authorized to provide any and all approvals on behalf of ATHLETE under this Agreement and COMPANY is entitled to rely on such approvals.

9. INDEMNIFICATION

COMPANY hereby agrees to be solely responsible for, defend, hold harmless and indemnify ATHLETE and ATHLETE's authorized representatives from and against any claims, demands, suits, losses, damages and expenses thereof (including reasonable attorney's fees and disbursements) arising out of, or resulting from this Agreement, including and without limiting the generality of the foregoing: (i) COMPANY'S acts or omissions; (ii) a breach of this Agreement by COMPANY; (iii) the use of ATHLETE's Likeness other than as authorized hereunder; (iv) allegations of an unauthorized use of any trademark, patent, process, idea, method, material or device by COMPANY in connection with its exercise of the rights granted herein, (v) any alleged defects in COMPANY's products, promotional materials or services, and (vi) a breach of any of COMPANY's representation, warranties, and covenants herein.

10. TERMINATION

a) ATHLETE shall be entitled to terminate this Agreement prior to the end of the TERM by delivery of a written notice to COMPANY declaring such termination, upon the occurrence of the following:

i) COMPANY breaches or fails to observe or perform, in a material respect, any of its obligations, representations, warranties, covenants or responsibilities under this Agreement, unless within thirty (30) days after notice from ATHLETE specifying the nature of such breach or failure, COMPANY cures such breach or failure; or

ii) COMPANY is wound-up, discontinued, liquidated, dissolved or its existence is otherwise terminated or if it ceases to carry on business or its business is otherwise discontinued.

Upon termination pursuant to this Section 10. a), COMPANY shall not be relieved of its obligations contained in Sections 6 and 7 herein.

b) COMPANY shall be entitled to terminate this Agreement prior to the end of the TERM by delivery of a written notice to ATHLETE declaring such termination, upon the occurrence of the following:

i) ATHLETE breaches or fails to observe or perform, in a material respect, any of his obligations, covenants or responsibilities under this Agreement, unless within thirty (30) days after notice from COMPANY specifying the nature of such breach or failure, ATHLETE cures such breach or failure;

ii) ATHLETE is convicted of a crime involving moral turpitude, or acknowledges, or is convicted of, illicit drug use;

iii) ATHLETE dies; or

iv) ATHETE is no longer a current football player belonging to the Dallas Cowboys Football Club organization.

Upon delivery of a written notice of termination by COMPANY to ATHLETE pursuant to this Section 10. b), ATHLETE shall be entitled to demand and collect from COMPANY, on a pro rata basis calculated based upon the number of days elapsed since the beginning of the Term, any amount owing to ATHLETE which has been earned by ATHLETE up to the notice of termination. ATHLETE shall reimburse COMPANY upon written demand for any amount, if any, paid in excess of the amount which he would be

entitled to receive if the compensation pursuant to Section 6 herein were prorated over the entire Term, calculated to the date of such notice of termination. However, if ATHLETE has performed all obligations listed in Section 4 herein, COMPANY shall compensate ATHLETE in full pursuant to Section 6 of the Agreement.

11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ATHLETE

ATHLETE represents, warrants and covenants to COMPANY on a continuing basis that:

a) ATHLETE has full power and authority to enter into this Agreement and perform all of the obligations hereunder without violating or infringing upon the legal or equitable rights of any third party.

b) ATHLETE is neither a party to any prior agreement nor subject to any obligation which may prevent or prohibit him from fully performing his obligations under this Agreement.

12. REPRESENTATIONS, WARRANTIES AND COVENANTS OF COMPANY

COMPANY represents, warrants and covenants to ATHLETE on a continuing basis that:

a) COMPANY has the right and authority to enter into this Agreement and perform all of its obligations set forth herein.

b) COMPANY will not make use of ATHLETE's Likeness except as authorized by ATHLETE and/or authorized representative in accordance with the provisions of this Agreement.

c) COMPANY's products do not contain any ingredients that are on the National Football League's list of banned substances.

13. EFFECT OF EXPIRATION OR TERMINATION

Following the expiration or termination of this Agreement, COMPANY shall immediately discontinue the use of all advertising materials bearing ATHLETE's Likeness, in any manner whatsoever; provided however, that COMPANY shall have the right to dispose of any promotion products or premiums that make use of ATHLETE's Likeness for a period of up to, but not exceeding, thirty (30) days following the expiration or termination of the Agreement. During the thirty (30) day period following the expiration or termination of the Agreement, such dispositions shall be made in the normal course of business through customary distribution channels provided that such distribution is not accompanied by any advertising support that make use of ATHLETE's Likeness such as the display of point-of-sale materials or media advertisements placed by COMPANY.

14. ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other parties.

15. CONFIDENTIALITY

The parties acknowledge that the terms and conditions of this Agreement are confidential and shall not be disclosed by COMPANY or ATHLETE without the prior consent of the other parties, except to the legal, accounting and other business representatives of each such party on a need to know basis, or unless required by any applicable provincial or federal statute or regulation, or a valid court order.

16. SEVERABILITY

Each section of this Agreement is severable from the remainder of this Agreement such that, if a court of competent jurisdiction rules that any part of this Agreement is invalid, then that part shall be deemed to be removed from this Agreement and the remainder will stand in full force and effect.

17. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of Texas. Venue, in the event of a claim or dispute, shall be in a federal or state district court located in Dallas, Dallas County, Texas.

18. INDEPENDENT CONTRACTOR

Except as expressly provided herein, ATHLETE shall not, by virtue of this Agreement, constitute or be deemed to be an agent, employee or representative of COMPANY for any purpose whatsoever, and ATHLETE shall perform all of his obligations under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create an association, trust, partnership or joint venture or impose trust or partnership duty, obligation or liability or, except as expressly provided herein, each party shall be individually and severally liable for its or his own obligations under this Agreement. ATHLETE shall be solely responsible for the payment of all taxes on compensation received pursuant to the terms of this Agreement. Accordingly, COMPANY shall not make any deductions for tax purposes from any compensation paid to ATHLETE. COMPANY shall be responsible for paying any talent related fees, if required, on behalf of ATHLETE, including but not limited to, AFTRA or SAG fees, which are directly related to the development and production of advertising materials bearing ATHLETE's Likeness pursuant to this Agreement.

19. NOTICES

Any notice permitted or required to be sent hereunder shall be sent by confirmed facsimile, delivered by hand, nationally-recognized express courier, or certified mail, return receipt requested. The parties may each change the contact information for notice by providing written notice of such change to the other party. Notice will be considered given the next business day after it is delivered by hand or sent by nationally-recognized express courier or certified mail, return receipt requested, and upon confirmation if sent by facsimile.

To: BioSteel Sports Supplements Inc.
15 Glenforest Road, Toronto, Ontario M4N 1Z7

Attention: John Celenza, President

To: Desmond Bryant c/o David Wells
901 Longmeadow Lane
Desoto, Texas 75115

With a copy to:

Royce West, Esq.
West & Associates L.L.P.
320 South R. L. Thornton Freeway, Suite 300
Dallas, Texas 75203

20. FORCE MAJEURE

The following shall be deemed to be "Force Majeure" events: act of God (such as earthquake, hurricane, fire, explosion), war, riot, terrorist act, failure of public services, applicable laws, orders, rules and regulations, including stock exchange rules and prohibitions of business. If due to a Force Majeure event either party is prevented from carrying out its obligations under the Agreement, such failure shall not be deemed to be a breach of this Agreement. In such circumstances, any missed obligations and/or personal services shall be rescheduled on mutually agreeable dates, times and locations.

21. GENERAL PROVISIONS

a) The parties hereto agree to do such acts and to sign all documents required to give full effect to the provisions of this Agreement.

b) The waiver by any party hereto of a breach by the other party of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of this provision or any other provision. No party may be deemed to have waived any right hereunder, unless such waiver is in writing.

c) This Agreement constitutes the entire agreement between the parties and supersedes any prior written or oral agreement, proposal, representation or negotiation between the parties relating to the subject matter hereof.

d) This Agreement shall be binding upon the parties and their respective successors, heirs, guardians, representatives and executors.

e) The section headings used in this Agreement are for reference and convenience only and shall not be used for interpretation.

f) This Agreement may only be amended by a written document signed by all parties to this Agreement.

g) Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document (e.g., pdf or similar format), are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties. Facsimile or email transmission of the executed version of this Agreement or any counterpart hereof shall have the same force and effect as the original.

h) The preamble of this Agreement shall form an integral part hereof.

Signatures on the following page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

BioSteel Sports Supplements Inc.

By: _____

Name: John Celenza

Title: President

_____
Date
I have authority to bind BioSteel Sports Supplements Inc.

_____
Desmond Bryant c/o David Wells

_____
Date

Selection Criteria

Fnds.Classification	Open
Clie.Selection	Include: Bryant.Wells/Hunt
Fund.Selection	Include: Default

'B' for Billed. 'P' for Posted.

ID / Date/Chk #	Type / Invoice #		Client / Account Name	Total
579	DEP	B	Bryant.Wells/Hunt	15000.00
9/15/2010	G:12254	P	Default	
[redacted]	Wells 10-0249			
	[redacted] Check No. [redacted]			
592	WITH	B	Bryant.Wells/Hunt	(1001.31)
10/11/2010	G:12254	P	Default	
	Bryant/Wells 10-0249			
	Jarvis Gems & Jewelry Appraisals - Payment for Invoice 3027			
	Check No. [redacted]			
615	WITH	B	Bryant.Wells/Hunt	(1293.71)
11/1/2010	G:12254	P	Default	
	D. Bryant/ Wells 10-0249			
	Jarvis Gems and Jewelry Appraisal - Payment for invoices 05151 and 05152			
	Check No. [redacted]			
619	WITH	B	Bryant.Wells/Hunt	(12704.98)
11/9/2010	G:12458	P	Default	
	Bryant/Wells/Hunt 10-0249			
	W& A - Payment for invoice # 121254 Dated 11/9/10			
	Check No. [redacted]			
787	DEP	B	Bryant.Wells/Hunt	200000.00
8/19/2011	G:13192	P	Default	
Wirexfer	Bryant Wells / Hunt 10-0249			
	Wirexfer			
	Confirmed TM . Check No. Wirexfer			
795	WITH	B	Bryant.Wells/Hunt	(200000.00)
8/26/2011	G:13192	P	Default	
	Bryant Well Hunt 10-0248			
	Eleow Hunt & Beth Ann Blackwood			
	Check No. [redacted]			
799	DEP	B	Bryant.Wells/Hunt	5000.00
9/6/2011	G:13192	P	Default	
Wirexfer	Deposit to account Bryant, Wells / Hunt 10-0249			
	09 06 2011 Wirexfer			
	. Check No. Wirexfer			
800	WITH	B	Bryant.Wells/Hunt	(5000.00)
9/7/2011	G:13192	P	Default	
	Bryant Wells / Hunt 10-0249			
	W&A legal Services			

EXHIBIT B-5

ID / Date/Chk #	Type / Invoice #		Client / Account Name	Total
	Check No. [redacted]			
845	DEP	B	Bryant.Wells/Hunt	300000.00
11/7/2011	G:13362	P	Default	
wire	Bryant, Wells/Hunt 10-0249. Check No. wire			
846	WITH	B	Bryant.Wells/Hunt	(275000.00)
11/9/2011	G:13362	P	Default	
	Bryant Wells/Hunt 10-0249			
	Paid to Thomas & Blackwood, LLP - Settlement			
	WireXfer			
904	PAYF		Bryant.Wells/Hunt	(25000.00)
1/4/2012		P	Default	
	Bryant.Wells/Hunt 10-0249			
	W&A - Attorney fees			
	Check No. [redacted]			

Grand Total	
Payment From Account	(25000.00)
Deposit	520000.00
Withdrawal	(495000.00)

Articles of Incorporation
Pursuant to Article 3.02
Texas Business Corporation Act

FILED
In the Office of the
Secretary of State of Texas
APR 22 2010
Corporations Section

Article I - Corporation Name

The name of the corporation is set forth below:

DEZ I ENTERPRISES, INC.

Article II - Registered Agent and registered office

The initial registered agent is an individual resident of the state whose name is set forth below:

DESMOND BRYANT

The business address of the registered agent and the registered office address is :

901 LONGMEADOW LANE
DESOTO TEXAS 75115

Article III - Directors

The number of directors constituting the initial board of directors and the names and addresses of the person or persons who are to serve as directors until the first annual meeting of shareholders (if any) or until their successors are elected and qualified are set forth below:

Director 1: DAVID WELLS
901 LONGMEADOW LANE
DESOTO TEXAS 75115

Director 2: MARK TOLIVER II
1529 WEATHERSTONE DR
DESOTO TEXAS 75115

Director 3: ROYCE WEST
320 SO R L THORNTON FREEWAY
DALLAS TEXAS 75201

Director 4: CARL KING
901 LONGMEADOW LANE
DESOTO TEXAS 75115

EXHIBIT C

The director shall have all voting rights, and must attend the annual business meeting, as set forth in the Inc. By-laws

Article IV - Authorized Shares

(Business must select either option)

Option A _____

The total number of shares the corporation is authorized to issue is 100 hundred and the par value of each share is one hundred dollars ($100.00).

OR

Option B X

The total number of shares the corporation is authorized to issue is sixty and the shares shall have a par value of $500.00 per share.

Article V - Initial Capitalization

The corporation will not commence business until it has received the certified copy of the Articles of Incorporation from the Secretary of State (Texas) and has deposited the amount of $500.00 to open the business bank account.

Article VI - Duration

The period of duration is perpetual.

Article VII - Purpose Duration

The purpose for which the corporation is organized is for the transaction of any and all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

Supplemental Provisions Information

NONE AT THIS TIME

Incorporator

The name and address of the Incorporator is set forth below:

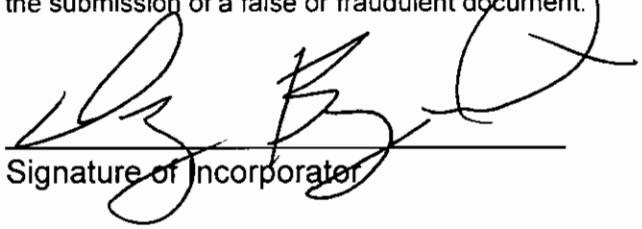
DESMOND BRYANT
901 LONGMEADOW LANE
DESOTO TEXAS 75115

Effective Date of Filing

This document will become effective when the document is filed by the Secretary of State.

Execution

The undersigned Incorporator signs these articles of Incorporation subject to the penalty imposed by the submission of a false or fraudulent document.



Signature of Incorporator

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Hope Andrade
Secretary of State

Forfeiture pursuant to Section 171.309 of the Texas Tax Code
of
DEZ I ENTERPRISES, INC.

File Number : 801260331 Certificate / Charter forfeited : February 10, 2012

The Secretary of State finds that:

1. The Secretary has received certification from the Comptroller of Public Accounts under Section 171.302 of the Texas Tax Code indicating that there are grounds for the forfeiture of the taxable entity's charter, certificate or registration; and
2. The Comptroller of Public Accounts has determined that the taxable entity has not revived its forfeited privileges within 120 days after the date that the privileges were forfeited.

Therefore, pursuant to Section 171.309 of the Texas Tax Code, the Secretary of State hereby forfeits the charter, certificate or registration of the taxable entity as of the date noted above and records this notice of forfeiture in the permanent files and records of the entity.

Hope Andrade
Secretary of State

EXHIBIT D

Form 801 (Revised 05/11)		This space reserved for office use.
Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 **Filing Fee: See instructions**	**Application for Reinstatement And Request to Set Aside Tax Forfeiture**	FILED In the Office of the Secretary of State of Texas JUL 28 2014 Corporations Section

1. The entity name is: DEZ 1 ENTERPRISES INC

The entity is a foreign entity that was required to obtain its registration under a name that differs from the legal name stated above. The name under which the entity is registered is:

2. The file number issued to the entity by the secretary of state is: 081260331

3. The entity was forfeited or revoked under the provisions of the Tax Code on: 02/10/2012
mm/dd/yyyy

4. The undersigned requests that the forfeiture or revocation of the entity be set aside, and certifies that:

a. The entity has filed each delinquent report that is required by chapter 171 of the Tax Code and has made payment for the tax, penalty, and interest imposed and that is due at the time of this application as evidenced by the attached tax clearance letter; and

b. On the date of forfeiture or revocation, the undersigned person was:

- an officer, director or shareholder of the above-named for-profit or professional corporation; or
- an officer, director, shareholder or member of the above-named professional association; or
- an officer, director, or member of the above-named nonprofit corporation; or
- a member or manager of the above-named limited liability company; or
- a partner of the above-named limited partnership; or
- a trustee or beneficial owner of the above-named statutory or business trust.

Additional Required Documentation or Filings

☑ Comptroller of Public Accounts Tax Clearance Letter

☐ Letter of Consent or Amendment to Certificate of Formation or Registration (Required when entity name is no longer available.)

Execution

The undersigned declares under penalty of perjury, and the penalties imposed by law for the submission of a materially false or fraudulent instrument, that the undersigned is authorized to make this request; that the statements contained herein are true and correct, and that tax clearance was not obtained by providing false or fraudulent information.

Date: 07/18/2014

BY: DIRECTOR

Signature of authorized person (See instructions)

DAVID WELLS

Printed or typed name of authorized person

EXHIBIT E

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

July 28, 2014

DEZ I ENTERPRISES, INC.
901 LONGMEADOW LN
DESOTO, TX 75115-2825

TAX CLEARANCE LETTER FOR REINSTATEMENT*

To: Texas Secretary of State
Corporations Section

Re: DEZ I ENTERPRISES, INC.
Taxpayer number: 32041707459
File number: 0801260331

The referenced entity has met all franchise tax requirements and is eligible for reinstatement through May 15, 2015.

Anna Leak

ANNA LEAK
Enforcement - Dallas, SW
Field Operations - Enforcement
(214)944-2200

---

*The reinstatement must be filed with the Texas Secretary of State on or before the expiration date of this letter. After this date, additional franchise tax filing requirements must be met, and a new request for tax clearance must be submitted.

You can file for reinstatement online at www.sos.state.tx.us/corp/sosda/index.shtml. Forms and instructions for reinstatement are available at www.sos.state.tx.us/corp/forms_option.shtml or by calling (512) 463-5555. This tax clearance letter must be attached to the reinstatement forms.

Form 05-377 (Rev.8-10/4)

00022743969 Filing Number: 801260331

Comptroller of Public Accounts FORM 05-102 (Rev.9-13/32)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC) and Financial Institutions

This report MUST be signed and filed to satisfy franchise tax requirements

FIELD MAIL

14204340350O

■ **Tcode** 13196 Franchise

■ Taxpayer number: 3 2 0 4 1 7 0 7 4 5 9

■ Report year: 2 0 1 4

You have certain rights *under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.*

Taxpayer name: **DEZ 1 ENTERPRISES INC**

■ ○ Blacken circle if the mailing address has changed.

Mailing address: **901 LONGMEADOW LN**

Secretary of State (SOS) file number or Comptroller file number: **081260331**

City: **DESOTO** State: **TX** ZIP Code: **75115** Plus 4:

○ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office: **901 LONGMEADOW LN DESOTO TX 75115**

Principal place of business: **901 LONGMEADOW LN DESOTO TX 75115**

Please sign below! Officer, director and manager information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or managers change throughout the year.

3204170745914

SECTION A Name, title and mailing address of each officer, director or manager.

Name	Title	Director	Term expiration (m m d d y y)
DAVID WELLS	DIRECTOR	● YES	12 31 20
Mailing address: 901 LONGMEADOW LN	City: DESOTO	State: TX	ZIP Code: 75115
MARK TOLIVER II	DIRECTOR	● YES	12 31 20
Mailing address: 1529 WEATHERSTONE DR	City: DESOTO	State: TX	ZIP Code: 75115
CARL KING	DIRECTOR	● YES	12 31 20
Mailing address: 901 LONGMEADOE LN	City: DESOTO	State: TX	ZIP Code: 75115

SECTION B Enter the information required for each corporation or LLC, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter the information required for each corporation or LLC, if any, that owns an interest of 10 percent or more in this entity or limited liability company.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of ownership

Registered agent and registered office currently on file *(see instructions if you need to make changes)*

Agent: **DESMOND BRYANT**

○ Blacken circle if you need forms to change the registered agent or registered office information.

Office: **901 LONGMEADOW LN** City: **DESOTO** State: **TX** ZIP Code: **75115**

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or manager and who is not currently employed by this, or a related, corporation or limited liability company.

sign here	Title	Date	Area code and phone number
Samuel Bryant	Reg. Agent	07/8/2014	(214) 903 - 6830

Texas Comptroller Official Use Only

VE/DE	○	PIR IND	○

EXHIBIT F

APPENDIX

ARTICLE 1

espn.com

Dez Bryant files countersuit vs. former adviser

Todd ArcherESPN Staff Writer

7:31 AM CT

- 

  Vaughn McClureESPN Staff Writer

  Close

  - Covered Bears for seven seasons at Chicago Tribune
  - Also worked at Chicago Sun-Times, Fresno Bee
  - Honorable mention, Football Writers Association of America for enterprise writing, 2002

FLOWERY BRANCH, Ga. -- Matt Ryan tried not to dwell on it. You know: Out of sight, out of mind.

By chance, the dreadful memories of a 28-24 loss to the San Francisco 49ers in the 2012 NFC Championship Game resurfaced for the Atlanta Falcons quarterback. Ryan hadn't watched the game in its entirety since before training camp of 2014. But in October, a

Showtime documentary about former teammate Tony Gonzalez incorporated clips from the gut-wrenching defeat.

"I saw a little bit of it," Ryan said. "Obviously, yeah, there's disappointment that goes along with that."

Ryan no doubt wondered what might have been had he found an open Gonzalez on a fourth-and-4 from San Francisco's 10-yard line late in regulation, or what might have been had the Falcons sustained the momentum of a 17-0 start.

Matt Ryan says he can handle the criticism that goes with being a $100 million quarterback, but it's not as easy when it gets to his loved ones. Dale Zanine/USA TODAY Sports

"It's like any game, right? It's not just one thing," Ryan said. "There are a handful of opportunities that come up throughout a game. Certainly, we had our chances when we were in the tight red zone. I think we had four opportunities from inside the [20]. You'd like to have any one of those back where you could make that play. But that's the nature of the game when you fall short, right? You wish you did some things differently."

Critics might have viewed Ryan differently had he guided the Falcons to the Super Bowl that year. Instead, the skeptics see a player with a 1-4 playoff record and no Super Bowl appearances entering a crucial ninth year. The talk of "Matty Ice" being among the elite quarterbacks has cooled, at least outside of the Falcons organization.

A recent ESPN survey conducted with 42 league insiders placed Ryan in the bottom half of 13 second-tier of quarterbacks behind first-tier quarterbacks Tom Brady, Aaron Rodgers and Ben Roethlisberger.

"I believe Matt is an elite quarterback," offensive coordinator Kyle Shanahan said. "Matt was the third pick in the draft [in 2008]. He's played a lot of good football. But being an elite quarterback also has to do with the people around you. Nobody is elite on their own."

Ryan, 31, isn't consumed with outside perception. It's been his motto to block out the noise. However, he's not totally immune to it. It annoys him, to a degree.

"I think a lot of times, maybe it affects some of the people around you more than it affects you, and that part of it isn't fun," the typically reserved Ryan said. "Obviously, when your wife is pissed off about something, that part of it isn't fun."

- 

  Matt Ryan will throw deeper, pick up more passing yards in 2016

  Matt Ryan looks ready to throw deep often, and with a target such as julio Jones and new talent around him, the Falcons' QB could have a banner year.

- 

  [2016 NFL QB Tier Rankings]

  Mike Sando asked 42 NFL coaches and evaluators to rank 33 QBs into five different tiers. Only two passers ended up as unanimous Tier 1 selections.

- 

  [The winner's guide to drafting the right fantasy quarterback]

  Tristan H. Cockcroft provides a roadmap for drafting quarterbacks, both in standard and two-quarterback formats.

Criticism has mounted, in large part, as a result of Ryan's financial status. He enters the 2016 season as one of 11 quarterbacks averaging $20 million-plus per season. Eight of the 11 -- Cam Newton, Joe Flacco, Brady, Drew Brees, Eli Manning, Russell Wilson, Rodgers and Roethlisberger -- have made it to the Super Bowl, with the latter seven winning titles. And two of the others -- Philip Rivers and Andrew Luck -- have four and three playoffs wins, respectively, so more than Ryan.

When a quarterback is set to make more than $100 million over a five-year period and eats up more than $20 million in cap space each of the next three seasons, the standards are raised.

"It's kind of the going rate," Ryan said of the $100 million plateau. "That's not to be funny or anything. As you see now, we play our position and we go out and compete, and this is what I've done since 13 -- played quarterback. It's never been about [money]. I'm not complaining. [Money] is just one of the things that come along with it. With that comes added criticism, and there's a certain expectation.

"What I need to do is do my job as best I can and not worry about what everyone else thinks about what you're getting paid. This is something that comes up for every quarterback. It doesn't matter. It doesn't affect the outcome of games. For me, the things that are important are the things that affect the outcome of games. That's what I focus on."

Ryan signed his contract in July 2013, well before the Falcons experienced a dramatic freefall. They've missed the playoffs the past three seasons while compiling an 18-30 mark. Ryan surpassing 4,500 passing yards in each of those seasons didn't really matter in the grand scheme.

Matt Ryan feels much more comfortable in his second year in offensive coordinator Kyle Shanahan's (left) system. John Bazemore/AP

Ryan points the finger at himself often, and the team admires his candor. Regardless, it's hard to fathom how the Falcons imploded

so suddenly.

"There are a lot of reasons you don't win," Ryan said. "There's been a lot of turnover; there's been a lot of change. Three years ago, it was a four-win season. The year after, it was not a very good season [6-10]. Last season was a little bit improved from those two. We just need to keep improving, keep getting better. And I like the team that we have now."

Only four NFC title game starters remain -- Ryan, wide receiver Julio Jones, defensive tackle Jonathan Babineaux and linebacker Sean Weatherspoon, who just returned after a one-year stop in Arizona. The franchise's all-time leading receiver, Roddy White, was released. There is a new coach in second-year man Dan Quinn, who replaced Mike Smith. Shanahan is Ryan's third offensive coordinator since 2011.

The relationship between Ryan and Shanahan is, undoubtedly, the key component for the offense moving forward and arguably the most crucial element for the team's success. Ryan freely admitted the offense was overwhelming at times last season after playing in similar-style offenses under coordinators Mike Mularkey and Dirk Koetter.

"For seven years, you're on autopilot out there," Ryan said. "You're not thinking about all those things. And then it takes time away during the offseason of trying to get things down pat so when you get out on the field, you can teach and help from that capacity. That change is difficult."

Ryan continues to emphasize how much more comfortable he feels in Year 2 of Shanahan's scheme. The Falcons aided his cause by adding a three-time Pro Bowl center in Alex Mack, complementary receivers to Jones in Mohamed Sanu and rookie tight end Austin Hooper, and a new voice to bounce ideas off of in veteran quarterback Matt Schaub. None of those enhancements will matter if Ryan and Shanahan don't remain on the same page.

> "He's more aggressive now. Last year, I think he wasn't as aggressive. But this year, he's just so much more aggressive."
>
> *Julio Jones on Matt Ryan*

Much has been made about the rollouts and bootlegs expected of Ryan in Shanahan's offense. The general consensus is such plays neglect Ryan's primary strength as an accurate pocket passer.

"When you look at our outside-the-pocket stuff last year, we were really, really efficient," Ryan said. "I know that was a question I had to answer a lot about, 'Do you like this? Do you not like this?' It helped us. And at the end of the day, if it helps us, I love it. And it's actually something I do pretty well. I throw it really well on the run.

"I've also learned a lot about myself too, as I've gotten older in my career, morphing some of the things that I like into his scheme. I thought Kyle did a great job of adjusting to that and taking some of what I did, taking some of what he did, and making it 'our' offense moving forward."

Ryan took it upon himself this offseason to fine-tune aspects totally

under his control, such as footwork and improving deep-ball accuracy. Both have been noticeable throughout training camp.

"Just the way he's improved, his arm has gotten a lot stronger," Jones said of Ryan. "He's more aggressive now. Last year, I think he wasn't as aggressive. But this year, he's just so much more aggressive. Sometimes you've got to do that while making sure everybody's on the same page with the communication."

Now, Ryan has to elevate his play once the action goes live. The coaches want him to show the same composure through four quarters that he's displayed in 27 career game-winning drives.

Julio Jones has noticed improvement in Matt Ryan's game this preseason, including in his arm strength. AP Photo/Todd Kirkland

Reflecting on last season takes Ryan back to his 21 total turnovers, including four red-zone interceptions. He strongly denied suffering any type of injury that affected his accuracy. He freely admitted he simply made some poor decisions, ones he vows to correct. And he refused to call out his receivers although they contributed to the downfall by combining for 30 drops, second-most in the league.

"I think quarterback play comes down to third-down conversions and you've got to score points," Ryan said. "You don't want to turn the football over, but you have to play aggressive. ... I think where we need to improve the most is the red zone. We have to be more efficient in the red zone. We have to score more touchdowns."

Obviously Ryan's ultimate goal is the Super Bowl. He's talked to a

number of Super Bowl winning quarterbacks about their process in winning a title, although Ryan wouldn't reveal which ones he spoke to or the specifics of those conversations.

Winning a Super Bowl might not happen immediately, with the roster still going through a transformation, the defense still trying to find its footing, and Carolina still the team to catch in the NFC South. But those factors won't deter Ryan's aspirations.

He wants someday to reflect on highlights from a Super Bowl victory, not a near miss.

"I think [the Super Bowl] is the reason that you prepare and do all the things that you need to do in order to get ready to play," Ryan said. "You want to pull your weight within the team, and you want to give your team an opportunity to win one. I think that's everybody's motivation.

"We're not going after one team. We're not trying to be [Carolina] or be better than them or any of that. We've been in that position, too, where we've won the division. It's not about that. It's being the best we can be. It's controlling how hard we compete at this time of the year and making sure that, 'Who cares about everybody else? Let's make sure that we're the best team we can be at the end of this training camp so we're ready to compete for 16 weeks.'"

ARTICLE 2

nfl.com

Dez Bryant files lawsuit against his former financial adviser

By Ian Rapoport

Dallas Cowboys receiver Dez Bryant has struck back against former key members of his inner circle, filing a hard-hitting lawsuit in district court in response to one filed against him. In the counterclaim filed against his former trusted adviser Royce West, Bryant alleges that West used Bryant's celebrity to "improperly line his own pockets and those of his business associates."

Bryant alleges that West breached his fiduciary duty, exhibited gross negligence and performed fraud, among other infractions. The accusations paint a picture of West and his associate David Wells, a former bail bondsman who served as a Bryant confidante, as essentially taking advantage of Bryant and stealing his money. Bryant had given Wells Power of Attorney, thanks to advice from West.

According to claims made in the lawsuit obtained by NFL.com, Wells created and used Dez Enterprises to attract marketing deals using Bryant's name and likeness -- sometimes without Bryant knowing.

"Then, West would instruct endorsement companies and others to make payments for any endorsement agreements to Wells, not Bryant. Many of these payments stopped at Wells and/or West, but never reached Bryant," the lawsuit states. Bryant eventually terminated the Power of Attorney, though Wells and West refused to return all company documents to Bryant, claiming they did not have records of any of them. West was the director of the company.

This is all in response to West taking action against Bryant. One month ago West, a Texas state senator, sued Bryant, claiming the receiver caused so much damage to his property in DeSoto, Texas, that he had to spend $60,000 to repair it. Bryant had lived in the house for years, with West helping serve as one of his advisers who hoped to keep Bryant out of trouble. This was the Cowboys' plan to keep Bryant focused on the field and out of trouble off of it.

According to the lawsuit, Wells "absconded" with more than $200,000 owed to Bryant from endorsements. The alleges West and his law firm breached fiduciary duties by taking $300,000 from Bryant. West devised the scheme to rob Bryant, the lawsuit alleges, and Bryant asks the court to recover all losses, as well as any fees paid. "West proceeded with conscious indifference to Bryant's rights and welfare," it reads. It also claims West did not disclose pertinent facts to Bryant, calling him "deliberately silent."

Finally, citing the Texas Theft Liability Act, Bryant had a possessor right to money and property he earned through endorsement deals and other avenues. The lawsuit alleges West held that money and intended to deprive Bryant of it. In summation, the lawsuit states, "Such malicious and reckless conduct justifies an award of

exemplary damages in addition to the actual damages incurred by Bryant for which it seeks recovery."

Follow Ian Rapoport on Twitter @RapSheet.

ARTICLE 3

dallasnews.com

Dez Bryant files countersuit against state Sen. Royce West, alleging theft of $200,000

By Caleb Downs

Dallas Cowboys receiver Dez Bryant is suing Texas state Sen. Royce West, accusing his former adviser of using Bryant's celebrity status to attract endorsement deals to "line his own pockets."

West, in turn, promised to file a defamation suit of his own Tuesday, less than a month after he sued the football star over $60,000 in damage to a DeSoto house he once rented to Bryant.

Bryant's lawsuit, filed Monday in a Dallas district court, says West and his associate David Wells, a former bail bondsman, stole over $200,000 from Bryant by instructing marketing companies to pay them directly.

West, the longtime state senator who represents Texas' 23rd District that includes much of DeSoto, and Wells helped form Dez I Enterprises in April 2010.

"West would instruct endorsement companies and others to make payments for any endorsement agreements to Wells, not

Bryant," the lawsuit states. Many of these payments stopped at Wells and/or West, but never reached Bryant."

On Tuesday, West called the lawsuit "frivolous" and promised more legal action over the allegations.

"Mr. Bryant needs to take responsibility for the damage caused to my house and not attempt to avert the focus away from his actions by making incredulous accusations about me," the state senator said. "I intend to file a defamation suit against Mr. Bryant and his attorneys for these accusations."

Bryant's suit comes almost a month after West sued Bryant, alleging that he damaged his DeSoto home so badly that West had to spend more than $60,000 to repair it.

West said the 6,400-square-foot home was "littered with trash and feces" after Bryant moved out in January, and his lawyers say Bryant refuses to accept responsibility for the damage.

West used to be part of a group of advisers tasked to keep the star receiver out of trouble. Other members include Wells, Dr. Donald Arnette, a cardiologist, and former Cowboys Michael Irvin and Nate Newton. West has also served as an attorney to Bryant in the past.

Bryant began severing ties with several longtime associates in early 2015, a few months after Bryant fired agent Eugene Parker and retained the services of Roc Nation Sports, which was founded by music mogul Jay Z.

His relationship with Wells dates back to before Bryant was drafted by the Cowboys in 2010. Bryant moved into Wells' home in DeSoto in 2009 and was there the night the Cowboys drafted him 24th overall out of Oklahoma State. Bryant eventually moved to the nearby home owned by West.

Wells served as a mentor, consultant and head of Bryant's security team until February 2015, when Bryant's lawyer Jordan Siev sent him a termination letter, followed by a cease-and-desist letter telling Wells to relinquish his power of attorney over Bryant.

The relationship between Wells, who now serves as a private investigator, was one the Cowboys encouraged. In fact the former bondsman has looked out for other NFL players, including Michael Irvin, Adam "PacMan" Jones and Josh Brent.

Wells had maintained power of attorney for Bryant throughout his career, allowing Wells to open and manage some of Bryant's bank accounts and enter into agreements or sign contracts on behalf of the receiver. At the time, Wells said he has a legal binding contract with Bryant that runs through 2018.

Bryant's endorsement companies -- including BioSteel Sports Supplements and Nike's popular Jordan Brand -- were notified in February 2015 that they were to deal directly with Bryant's new Roc Nation agent, Kimberly Miale, and no one else.

Bryant began cutting ties with his inner circle a few weeks after *The Dallas Morning News* reported in December 2014 that some Cowboys employees were concernedabout the volume of

people living in and visiting the DeSoto home Bryant was renting from West.

Their concern arose from a string of six police calls in 2014 regarding Bryant's home ranging from a baby locked in a car to harassing phone calls to a stolen iPad. No charges were filed against Bryant in any of the incidents.

Wells responded to his termination by saying he had a legally binding contract with Bryant through 2018. At that time, he said he was considering filing a tortious interference lawsuit against Roc Nation.

Additionally, Official Brands, the marketing company that created Bryant's official website, filed a tortious interference lawsuit against Roc Nation in April 2015 after they received a termination letter from Siev.

The suit said Bryant signed a two-year contract with Official Brands in July 2014 that allowed the company to use his celebrity image.

On Twitter:
@calebjdowns

ARTICLE 4

wfaa.com

Dez Bryant countersues one of Dallas' most powerful political figures

TEGNA

Dallas Cowboys wide receiver Dez Bryant is going on the offensive against one of the most powerful political figures in the city. Photo Credit: Jeff Hanisch-USA TODAY Sports (Photo: Jeff Hanisch, Jeff Hanisch)

DALLAS — Dallas Cowboys wide receiver Dez Bryant is going on the offensive against one of the most powerful political figures in the city.

Bryant is countersuing Sen. Royce West, who he accuses of “absconding with over $200,000 in endorsement money owed to him."

West sued Bryant last month for $60,000, alleging the star wide receiver trashed his rental house.

Tuesday, Bryant’s attorneys filed a counterclaim against West saying that he and his “crony” David Wells, a former bail bondsman with a criminal past, formed a company called Dez Enterprises “to attract marketing and endorsement deals using Bryant’s name, image and likeness.”

According to the counter suit, “West would instruct endorsement companies and others to make payments ... to Wells and/or West, but never reached Bryant.”

West issued this statement in response:

*“These allegations are lies and frivolous. Mr. Bryant needs to take responsibility for the damage caused to my house and not attempt to avert the focus away from his actions by making incredulous accusations about me. I intend to defend my name by filing a defamation lawsuit against Mr. B*ryant and his attorney.”

Wells has declined comment.

ARTICLE 5

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Dez Bryant Sues Senator

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Claims the senator used Bryant's celebrity for financial gains

By Charles Nichelson

NEW YORK, NY - NOVEMBER 15: Beau Johnson and Dez Bryant (R) attend the Roc Nation Sports welcoming of Dez Bryant at the 40/40 Club on November 15, 2014 in New York City. (Photo by Craig Barritt/Getty Images for 40/40 Club)

One Dallas Cowboys' superstar wideout is filing a lawsuit against Texas State Senator Royce West. The suit claims that West has been using Dez Bryant's fame to get endorsement money for himself.

Royce West vehemently denies the validity of these allegations. West, who is already suing Bryant for damages to a DeSoto, Texas residence he once rented to the NFL star, also plans to file a defamation lawsuit over the suit Bryant just filed.

The suit Bryant filed accuses David Wells, West's financial manager, of taking over $200,000 that should have been paid to Bryant by telling companies to pay him and the senator directly.

West and Wells helped the Cowboys' standout create Dez I Enterprises in April of 2010.

The lawsuit West originally filed over the damages to the house, claims Bryant left "trash and feces" when he moved out of the home. Bryant has not taken any responsibility for the damages, according to West's lawyers.

Bryant began seperating from Wells and West, the two he now accuses of stealing from him, in early 2015. This came right after he became a client of Jay Z's Roc Nation Sports.

Bryant and Wells' relationship dates back to before the Cowboys drafted him in 2010 and Bryant moved in to the house West claims he damaged later that year. Wells has a long history with NFL players. He has notably looked after other Cowboys' players Adam Jones, Josh Brent and Michael Irvin. Now, Bryant wants nothing to do with him, but Wells claims he has a legally binding contract with Dez through 2018.

While the Cowboys are trying to get focused on the upcoming season, it seems one of their best players may have other things he needs to handle.

Dez Bryant's counter-suit: