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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

BIG BALLER BRAND LLC, a Wyoming  
limited liability company; and, LONZO  
ANDERSON BALL, an individual,

Plaintiff,

vs.

GREGORY ALAN FOSTER, an  
individual; and, DOES 1 THROUGH 50,

Defendant.

GREGORY ALAN FOSTER, an individual

Cross-Complainant,

vs.

BIG BALLER BRAND LLC, a Wyoming  
limited liability company; LONZO  
ANDERSON BALL, an individual;  
LAVAR CHRISTOPHER BALL, an  
individual; TINA BALL, and individual;  
BALL SPORTS GROUP, INC, a Wyoming  
corporation; DARREN MOORE, an  
individual; MARATHON MEDIA  
CONSULTING, INC. a Wyoming  
corporation; and ROES 1 THROUGH 20,

Cross-Defendants,

BIG BALLER BRAND LLC, a Wyoming  
limited liability company; and BALL  
SPORTS GROUP, INC a Wyoming  
corporation.

Nominal Cross-Defendants

CASE NO. 19STCV11404  
[Hon. Monica Bachner, Department 71]

**FIRST AMENDED CROSS-COMPLAINT  
FOR:**

1. FRAUDULENT CONCEALMENT
2. BREACH OF FIDUCIARY DUTY
3. CONVERSION
4. BREACH OF WRITTEN CONTRACT
5. BREACH OF FIDUCIARY DUTY
6. ACCOUNTING
7. DECLARATORY RELIEF
8. BREACH OF ORAL CONTRACT
9. BREACH OF ORAL CONTRACT
10. BREACH OF ORAL CONTRACT
11. BREACH OF ORAL CONTRACT
12. BREACH OF ORAL CONTRACT
13. BREACH OF FIDUCIARY DUTY
14. CONVERSION
15. ACCOUNTING
16. FRAUDULENT TRANSFER
17. CONSTRUCTIVE TRUST
18. CONVERSION
19. ACCOUNTING

Action Filed: April 2, 2019  
Trial date: July 12, 2021

on Derivative Causes of  
Action.

Defendant and Cross-Complainant Gregory Alan Foster, an individual (“Alan”) as to his causes of action against Cross-Defendants Big Baller Brand LLC, a Wyoming limited liability company (“BBB”), Lonzo Anderson Ball, an individual (“Lonzo”), LaVar Christopher Ball, an individual (“LaVar”), Tina Ball, an individual, (“Tina”), Ball Sports Group, Inc., a Wyoming corporation (“BSG”), Darren Moore, an individual (“Darren”), Marathon Media Consulting, Inc., a Wyoming corporation (“MMC”), Big Baller Brand, Inc., a California corporation (“BBB, INC.”), and Roes 1 through 20, inclusive (collectively, the “Cross-Defendants”), and BBB and BSG as nominal cross-defendants on derivative causes of action, allege as follows:

### **INTRODUCTION**

While everyone knows LaVar Ball has used his three basketball-playing sons, Lonzo, LiAngelo and LaMelo, to gain fame and fortune, a thorough investigation into the facts behind this litigation reveals that LaVar intentionally misled Lonzo about Alan’s alleged theft of BBB funds in an effort to (a) cover up the fact that LaVar stole from, and continues to steal from, Ball Sports Group, Inc. (“BSG”) and Big Baller Brand, LLC (“BBB”), which he uses as his personal piggy banks, and (b) reduce Alan’s 33.33% ownership interest in BBB by fraudulently claiming Lonzo has a 51% interest in BBB when in truth, Lonzo is not a current owner in BBB.

In early 2016, in furtherance of LaVar’s intense desire to share in, or rise above, the glory and spotlight of his sons, LaVar approached Alan and asked for his business guidance on how to monopolize and gain fortune and fame off the names and likenesses of his three sons. In response, Alan suggested that the two men brand the “Ball” family name and create basketball and entertainment related businesses. LaVar loved Alan’s idea and wanted to make sure that he was the biggest star in the family, notwithstanding the fact that he was broke, had no savings, poor credit and zero business acumen. Alan agreed to provide the necessary capital to fund the various Ball family businesses with his personal savings and credit cards in exchange for, among other things, 33% ownership in those Ball family businesses. Before LaVar put \$1 into any Ball family business,

1 Alan advanced hundreds of thousands of dollars to create, develop, market and manage BBB and  
2 BSG. Alan created BBB to design, manufacture and sell “Ball” brand apparel and clothing. Alan  
3 created BSG which handles athlete representation, media production, and generates revenue from  
4 the Ball family reality show, *Ball In The Family* (the “Reality Show”), which Alan also created. In  
5 addition to advancing the funds to BBB and BSG, Alan loaned to LaVar, Tina and Lonzo hundreds  
6 of thousands of dollars from his personal savings for various things, including but not limited to,  
7 over \$130,000 on Lonzo’s living expenses, including food and lodging, while he attended the  
8 University of California, Los Angeles (“UCLA”).

9 By December 2017, BBB, BSG and Lonzo were generating significant revenues and Alan  
10 approached LaVar about getting repaid on the various loans, and also suggested that BBB and BSG  
11 make dividend/distributions to the BBB and BSG owners. LaVar quickly responded to Alan’s  
12 request by putting him off until January 2018. Having not heard from LaVar in January, Alan  
13 approached LaVar in February 2018 and repeated his requests to be paid back on the loans and for  
14 dividends/distributions to be made to the BBB and BSG owners. In typical LaVar fashion, he  
15 became irate and barked back that Alan should stay in his lane and that LaVar would determine  
16 when loans would be paid back and company funds paid out! Not wanting to upset LaVar further  
17 and wanting to assure repayment of his loans, Alan agreed to table the discussion for a time and  
18 focus on building the BBB and BSG businesses.

19 While Alan did not have access to BSG’s bank account nor was he a signatory to that  
20 account, in August 2018, Alan obtained access to BSG’s bank statements online for the very first  
21 time. Upon review of those records, Alan was shocked to learn that LaVar had secretly and  
22 unilaterally withdrawn approximately \$2.6 million from the BSG bank account to fund his personal  
23 expenses without informing Alan of his actions and without providing equal distributions to Alan  
24 pursuant to the terms of the BSG Operating Agreement. When Alan approached LaVar about his  
25 fraud and embezzlement, LaVar became nervous, mumbled his words, feigned surprise and made  
26 up excuses. In an effort to prevent Alan from taking further action against him, LaVar apologized  
27 and told Alan he would pay him distributions in the upcoming months, but needed Alan to  
28 concentrate on their businesses and getting LaMelo enrolled back into high school.

1 In reliance on LaVar's promises, and in an effort to save his ownership interest in BBB and  
2 BSG and to collect on the loans he made, Alan agreed to continue working on the BBB and BSG  
3 businesses and getting LaMelo enrolled back into high school.

4 During this time, Lonzo's "financial advisor," Lameck "Humble" Lukanga ("Humble") of  
5 Life Line Financial Group was hired to handle various financial issues for BBB and BSG. Alan  
6 explained the Ball family businesses to Humble, including BBB's practice (started by LaVar) of  
7 paying employees, vendors and other business expenses in cash. Alan also explained, in detail,  
8 Lonzo's limited role as a temporary owner of BBB and the various loans that Lonzo entered into,  
9 for which Alan took no commissions. Months later when preparing Lonzo's taxes, Humble  
10 reviewed BBB's bank statements and questioned Alan why they showed numerous cash  
11 withdrawals over \$1 million. Alan reminded Humble that BBB paid expenses, including vendors  
12 and payroll in cash. He also informed Humble that the proof of the cash withdrawals were located  
13 in boxes at the BBB warehouse.

14 In the coming months, Humble turned out to be unreliable and seemed focused on other  
15 matters. Lonzo's taxes were not filed on time and Alan had to remind Humble several times that  
16 Lonzo was no longer an owner of BBB and that records showing BBB cash payments were located  
17 in the BBB warehouse. By November 2018, Alan and LaVar had enough of Humble's lack of  
18 effort and failure to do his job. Moreover, despite being told numerous times where to find backup  
19 for the cash withdrawals from BBB's bank account, Humble never went to the BBB warehouse to  
20 review. Alan, with LaVar's approval, fired Humble. In response to his firing, Humble sent a self-  
21 serving email lodging false accusations directed at Alan that money was taken from the BBB  
22 checking account and that Alan refused to provide proof of the cash withdrawals, suggesting that  
23 Alan was involved in some nefarious activity. LaVar and Lonzo were aware of Humble's  
24 accusations and never questioned Alan's integrity.

25 During a November 2018 meeting with Alan, LaVar made it clear that he wanted LaMelo  
26 to enroll back into high school but did not want LaMelo to be required to attend classes. LaMelo  
27 was only in school to increase his draft stock and needed to concentrate on his basketball. Alan  
28 told LaVar he would help get LaMelo enrolled back into high school but would not lie for LaVar

1 about LaMelo's lack of school participation. He further stated that skipping classes may damage  
2 LaMelo's college career and reputation. LaVar was angered by Alan's response, called him  
3 disloyal and said he knew what was best for LaMelo!

4 In March 2019, ESPN's Ramona Shelburne ("Ramona") published a one-sided article  
5 referencing Alan's prior criminal record, Lonzo's alleged 51% ownership in BBB and Humble's  
6 baseless accusations that Alan was responsible for \$1.5 million missing from BBB in cash. With  
7 the publication of the ESPN article, LaVar saw an opportunity to strike back at Alan who had  
8 already (1) accused LaVar of embezzling BSG funds; (2) demanded repayment of loans totaling  
9 hundreds of thousands of dollars; (3) demanded payment of dividends/distributions, and (4) refused  
10 to lie about LaMelo's lack of participation in high school. Alan alleges that LaVar approached  
11 Lonzo and convinced him that Alan embezzled approximately \$1.5 million in BBB funds either  
12 with the direct participation of Humble – who was fired by Alan and LaVar for his incompetence –  
13 or based on the self-serving emails written by Humble in response to his firing.

14 On April 1, 2019, after reading the one-sided ESPN article, BBB Brand Manager Bryant  
15 Herrera ("Bryant") sent an email to LaVar, Lonzo, Darren and Humble informing them that he  
16 knew they were lying to the media about Alan and confirmed that proof of cash payments for the  
17 \$1.5 million had been available for review at the BBB warehouse for months and that Humble  
18 simply refused to review them. The email states, in pertinent part, the following:

19 I am very aware that what you are portraying to the media [sic] is a  
20 total fabrication and an outright lie. I've lost respect for all of you  
21 who are accusing Alan of stealing, and I hope the truth comes to  
light.

22 I'd also like to add that all of these cash receipts have been available  
23 at the warehouse for as long as I've been working there. I have single  
24 handedly uploaded all the cash receipts on Dropbox, and have sent  
the links to Alan. Lastly, Alan on multiple occasions mentioned that  
25 Humble was to come to the warehouse and conduct an internal audit.  
26 Humble never contacted me, or never asked for one bit of  
information, but I can see that he went ahead and pushed a false  
27 story to the media that I clearly know is false, because I have the  
receipts. I am not sure what your intentions were by making these  
false accusations, but it is wrong!

1 For the record, I believe that what LaVar, Lonzo, Humble, and Dmo  
2 [Darren] are doing is fraud, which is affecting my livelihood. I'm  
currently seeking the advice of appropriate counsel.

3 Despite receiving the Bryant email, and without one shred of evidence to the contrary,  
4 including not one piece of paper, cashed check, or eye witness account, LaVar convinced Lonzo to  
5 file a public lawsuit that wrongly alleges the following: (a) Alan embezzled approximately \$1.5  
6 million from BBB bank accounts from May 2016 to September 2018; (b) from February 2017  
7 through July 2018, Alan made payments of \$475,000 from BBB bank accounts to his company  
8 Marathon Consulting, Inc. ("MCI"); (c) Alan took unauthorized withdrawals from BBB bank  
9 accounts and purchased assets in Ethiopia; and (d) Alan convinced Lonzo to enter into non-  
10 traditional loans and took referral fees. Each of these allegations are false: (a) Alan was given  
11 access to one BBB bank account by LaVar starting in July 2017, not May 2016. All cash  
12 withdrawals from May 2016 to July 2017 were only made by LaVar; (b) all withdrawals made to  
13 MCI were made with LaVar's knowledge and approval; (c) Alan has no assets in Ethiopia and took  
14 no unauthorized withdrawals; and (d) Alan took no referral fees on Lonzo's loans.

15 It has been six months since the filing of the Lonzo and BBB's Complaint and the public  
16 has heard nothing but LaVar and Lonzo launch accusatory and defamatory statements at Alan on  
17 The Reality Show without the presentation of even a single shred of evidence. Alan has kept quiet  
18 during that time and has gathered, reviewed and audited the BBB and BSG bank statements,  
19 corporate documents, cashiers' checks, vendor invoices and payroll records in his possession to  
20 show unequivocally that he did not embezzle any money from BBB. As alleged herein and stated  
21 in the Bryant email, these records were available at all times in the BBB warehouse for review by  
22 Humble who simply refused to do so.

23 Alan has recently learned that LaVar, Tina and Lonzo have fraudulently transferred all the  
24 assets out of BBB – a company that Alan has an ownership in – and moved those assets into BBB,  
25 INC., a company that Alan has no ownership interest in.

26 This Cross-Complaint will not only establish that Alan never embezzled any money from  
27 BBB, and has records to prove it, it will also establish that LaVar is a liar who fraudulently utilized  
28 BBB and BSG to fund his personal lifestyle without authorization and equal distribution to Alan.

1 This Cross-Complaint will also establish that Lonzo was not an original owner of BBB and  
2 presently has no ownership interest in BBB and has not been an owner since December 2017.

3 **THE PARTIES**

4 1. Alan is, and at all relevant times has been, an adult individual, residing in the County  
5 of Los Angeles, State of California and conducts business in the County of Los Angeles, State of  
6 California. Alan is a 33.33% owner in BBB and disputes Plaintiffs' allegations that he is only a  
7 16% owner in BBB. Alan is also a 33% owner of BSG.

8 2. Alan alleges on information and belief, LaVar is, and at all relevant times has been,  
9 an adult individual, residing in the County of Los Angeles, State of California and conducts business  
10 in the County of Los Angeles, State of California.

11 3. Alan alleges on information and belief, Tina is, and at all relevant times has been,  
12 an adult individual, residing in the County of Los Angeles, State of California and conducts business  
13 in the County of Los Angeles, State of California. Tina is married to LaVar.

14 4. Alan alleges on information and belief, that Lonzo is, and at all relevant times has  
15 been, an adult individual, residing in the County of Los Angeles, State of California, and conducts  
16 business in the County of Los Angeles, State of California. He is now a professional basketball  
17 player for the New Orleans Pelicans, although during the relevant period of these events he was a  
18 basketball player for UCLA and the Los Angeles Lakers.

19 5. Alan alleges on information and belief, that BBB is a Wyoming limited liability  
20 company authorized to do business in California with its principal place of business located in the  
21 County of Los Angeles, State of California.

22 6. Alan alleges on information and belief, that at all times relevant, BBB, INC is a  
23 California corporation authorized to do business in California with its principal place of business  
24 located in the County of Los Angeles, State of California. Alan further alleges on information and  
25 belief, that the owners of BBB, INC are LaVar – who holds the title of CEO – and Tina – who holds  
26 the title of Secretary. Alan alleges on information and belief, that BBB, INC was formed in or  
27 around May 15, 2019.

28 7. BSG is, and at all relevant times has been, a Wyoming corporation, authorized to do

1 business in California with its principal place of business located in the County of Los Angeles,  
2 State of California.

3 8. Cross-Complainants allege on information and belief, Darren is, and at all relevant  
4 times has been, an adult individual, residing in the County of Los Angeles, State of California, and  
5 conducts business in the County of Los Angeles, State of California.

6 9. Alan alleges on information and belief, that MMC is a Wyoming corporation,  
7 authorized to do business in California with its principal place of business located in the County of  
8 Los Angeles, State of California. Alan alleges on information and belief, that MMC is owned  
9 equally by Alan and Darren.

10 10. Alan is unaware of the true names and capacities of those Cross-Defendants sued  
11 herein as Roes 1 through 20, inclusive, and therefore sues those Cross-Defendants by such fictitious  
12 names. Alan will amend this Cross-Complaint to allege their true names and capacities when they  
13 are ascertained. Alan is informed and believe, and thereon allege, that each of such fictitiously-  
14 named Cross-Defendants is responsible in some manner for the occurrences herein alleged, and that  
15 Alan's injuries as herein alleged were proximately caused by said Cross-Defendants' acts.

16 11. Alan is informed and believes and thereon alleges that at all times material hereto,  
17 each of the Cross-Defendants was the agent and employee of each of the remaining Cross-  
18 Defendants, and in committing the acts hereinafter alleged, was acting within the scope of such  
19 agency and employment.

20 12. Alan alleges, on information and belief, that at all relevant times, as alleged more  
21 fully herein, each of the Cross-Defendants acted as an agent, servant, employee, co-conspirator,  
22 alter-ego and/or joint venture of the other Cross-Defendants, and in doing the things alleged herein  
23 acted within the course and scope of such agency, employment, alter-ego and/or in furtherance of  
24 the joint venture. Each of the Cross-Defendants' acts alleged herein was done with the permission  
25 and consent of each of the other Cross-Defendants. Alan further alleges, on information and belief,  
26 that at all times relevant hereto, Cross-Defendants LaVar, Lonzo, and Tina, and Cross Defendants  
27 BBB and BSG were the alter egos of each other, and there exists, and at all times herein mentioned  
28 has existed, a unity of interest and ownership between Cross-Defendants such that any separateness



1 between them has ceased to exist in that Cross-Defendants LaVar, Lonzo and Tina completely  
2 controlled, dominated, managed, and operated Cross-Defendants BBB and BSG to suit their  
3 convenience, using BBB and BSG assets and cash as their personal source of funds and financing,  
4 used BBB and BSG funds for their personal use, as if they were one and the same.

5 **GENERAL ALLEGATIONS**

6 **A. Alan Advised The Ball Family To Create A Brand Business Using The “Ball” Name.**

7 13. Alan met LaVar, his wife Tina, and Lonzo in or around 2010, when Lonzo and  
8 Alan’s son were in 7<sup>th</sup> grade. Alan and LaVar’s friendship quickly developed. At the time, LaVar  
9 worked as a personal trainer and trained Alan’s son. Alan also developed a close relationship with  
10 LaVar’s family. In fact, Lonzo often referred to Alan as Lonzo’s “second father.” Lonzo called  
11 Alan “uncle” and Alan referred to Lonzo as “nephew.” Alan and LaVar often talked about Alan’s  
12 business experience and Alan asked LaVar to contact him if he ever wanted help in developing a  
13 business.

14 14. By 2015, Lonzo was one of the nation’s top high school basketball players, and it  
15 was apparent to Alan and LaVar that Lonzo would play professional basketball in the National  
16 Basketball Association (“NBA”). LaVar mentioned to Alan his intense desire for he and his three  
17 sons become a famous basketball family. Alan told LaVar to contact him should he wish to make  
18 his desire a reality.

19 15. In early 2016, LaVar approached Alan and asked for his business guidance on how  
20 he could monopolize his sons’ basketball careers as well as minimize the chances of his sons,  
21 especially Lonzo, being exploited by the sports industry, including sports agencies, retail  
22 manufacturers and the media. LaVar invited Alan to his home for a scheduled business meeting  
23 with Darren, sports agent Harrison Gaines, Tina, Lonzo, Humble and Lonzo to discuss.

24 16. During the meeting, Alan explained that branding the “Ball” name around the  
25 “basketball family” was the marketing opportunity of a lifetime and had the potential of yielding  
26 significant upside revenues. Alan and LaVar discussed the advantages and disadvantages of the  
27 Ball family forming its own clothing and apparel line, merchandizing company and shoe line, with  
28 LaVar, not Alan, ultimately determining it was better to form his own brand than enter into

1 agreements with existing retail brands.

2 17. LaVar, Tina and Lonzo were immediately interested in building businesses around  
3 the “Ball” name. LaVar was especially ecstatic, claiming he could been see as the quarterback of  
4 the process. However, during this, LaVar and Tina informed Alan that they had poor credit, little  
5 savings and lacked the capital and business acumen to start the Ball companies.

6 18. Alan told LaVar and Tina that he had the personal funding needed to start the Ball  
7 businesses and was willing to fund those businesses. During this mid-February 2016 meeting, Alan,  
8 LaVar and Tina agreed that in exchange for Alan providing (a) upfront cash by way of low-interest  
9 and no-interest loans to create, develop, market and manage the Ball companies and (b) his business  
10 consulting expertise to LaVar, Tina and the Ball companies, that LaVar and Tina would (i) give  
11 Alan at least 33% ownership in the Ball companies, (ii) give Alan officer and director titles and  
12 responsibilities in those companies, and (iii) and have the Ball companies be subject to the loan  
13 agreements pay Alan back the various loans on demand or when they had the ability to a pay the  
14 loans (depending on the loan) (“Alan, LaVar and Tina Funding Agreement”).

15 19. Pursuant to the Alan, LaVar and Tina Funding Agreement, in or about mid-February  
16 2016, Alan entered into an oral agreement with LaVar whereby Alan agreed to loan LaVar his  
17 Cadillac Escalade and make the \$1,700 monthly car payments for LaVar on the condition that  
18 LaVar would (i) repay Alan for the loan payments when Alan requested it, (ii) return the vehicle to  
19 Alan when he requested it, and (iii) use the vehicle to go to Ball family business meetings (the  
20 “Cadillac Oral Agreement”). Pursuant to the Cadillac Oral Agreement, Alan paid the Cadillac  
21 Escalade payments for LaVar from February 2016 through April 2019 for a total of \$64,600.

22 i. **Alan, LaVar and Tina formed BSG without Lonzo.**

23 20. On or about April 12, 2016, Alan, LaVar and Tina entered into a written agreement  
24 to govern their business relationship entitled “Proposed Terms-Ball Sports Group, Inc.” which set  
25 forth the terms of the business relationship between Alan, LaVar and Tina (“BSG Terms”).  
26 Pursuant to the BSG Terms, BSG is a global sports management agency that consists of (1) a  
27 professional basketball sports agency made up of NBA and FIBA certified agents, (2) Ball Media  
28 and Publishing, LLC, to handle production and market media rights for live sports events, (3) Ball

Merchandising, LLC, and (4) additional "Ball Family Companies." Pursuant to the BSG Terms, signed by Alan, LaVar and Tina on April 12, 2016, all compensation flowing into BSG is split 33% to Alan and 33.5% each to LaVar and Tina. Lonzo is not an owner of BSG.

21. On or about April 13, 2016, per the BSG Terms and per Alan's oral statements to LaVar and Tina, Alan renamed the existing Wyoming Corporation Hawk Springs Business Systems ("Hawk Springs") BSG and filed a Certificate of Name Change on April 20, 2016. Prior to renaming Hawk Springs, Alan informed LaVar, Tina and Lonzo that he purchased existing Wyoming companies and would be changing one of the company's names to BSG. Neither LaVar nor Tina objected.

22. On or about April 28, 2016, Alan, LaVar and Tina executed BSG's written Bylaws ("BSG Bylaws"). The BSG Bylaws named LaVar as Director and President, Tina as Director, and Alan as Director, COO, Secretary and Treasurer. On the same day, Alan, LaVar and Tina executed the Amended Articles of Incorporation of Ball Sports Group, Inc. ("BSG AAIC") pursuant to which Ball Sports Group, Inc.'s 1,000,000 shares were divided 335,000 shares each to LaVar and Tina and 330,000 to Alan in order to reflect the terms set forth in the BSG Terms. (Attached hereto as **Exhibit "1,"** are true and correct copies of the formation documents for BSG including (a) BSG Terms, (b) BSG Bylaws, (c) BSG AAIC, (d) IRS EIN, (e) Certificate of Name Change, (d), (f) Bank authorization forms for LaVar and Tina, (g) BSG Profit Corporation form, (h) Hawk Springs Profit Corporation Articles of Amendment, (i) Hawk Springs Certificate of Incorporation, and (j) Hawk Springs Articles of Incorporation, each of which are incorporated herein by this reference.)

23. Alan, LaVar and Tina each agreed that they would not take any distribution or pay themselves from BSG until the company was profitable, so as not to place a financial strain on the company. Alan opened the BSG bank account and was the only one who had access to deposit or withdraw money from that account.

ii. **Alan, LaVar and Tina formed BBB with ownership *shared equally* between them and *not* Lonzo.**

24. On or about April 26, 2016, Alan, LaVar, and Tina formed BBB with each of the members holding 33.33% ownership interest in the company. Alan, LaVar and Tina each agreed

1 that they would not take any distribution or pay themselves from BBB until the company was  
2 profitable. Contrary to the allegations set forth in the Complaint, Lonzo was not a member of BBB  
3 holding a 51% ownership interest in the company at its inception; and Alan did not hold a 16.33%  
4 ownership interest in BBB at its inception. (A true and correct copy of the April 26, 2016, BBB  
5 Operating Agreement is attached hereto as **Exhibit “2,”** and incorporated herein by this reference.)

6 25. On or about April 20, 2016, Alan renamed the existing Wyoming limited liability  
7 company “NeXt Catch, LLC,” “Big Baller Brand LLC” (“BBB”), and, on April 26, 2016, filed a  
8 Certificate of Name Change with the Wyoming Secretary of State. In direct contradiction to the  
9 allegations in the Complaint, prior to renaming NeXt Catch, LLC, Alan cleared the name change  
10 with LaVar and Tina. Alan specifically told each of them that he purchased active Wyoming  
11 companies and that he intended to change the name of one of these companies to Big Baller Brand  
12 LLC. Neither LaVar nor Tina objected to the proposed name change. (Attached hereto as **Exhibit**  
13 **“3,”** are true and correct copies of the formation documents for BBB including the (a) Limited  
14 Liability Company Amended Articles of Incorporation, (b) Certificate of Name Change, (c) IRS  
15 EIN, (d) BBB certificate, and (e) BBB bank authorization form, are each incorporated herein by  
16 this reference.)

17 a. **Alan agreed to loan BBB money with his personal funds for daily**  
18 **expenses and startup capital.**

19 26. Pursuant to the Alan, LaVar and Tina Funding Agreement, on or about April 26,  
20 2016, and contemporaneously with the creation of BBB, LaVar, Tina and Alan, on behalf of BBB,  
21 entered into an oral agreement with Alan as follows: Alan agreed to loan up to \$1 million to cover  
22 fees, costs and expenses associated with creating, developing, marketing and managing BBB,  
23 including but not limited to payroll, marketing, printing, merchandize and production costs. In  
24 exchange for said loan and Alan’s consulting expertise, BBB, through LaVar and Tina, agreed to  
25 (i) pay back the loan whenever Alan demanded it with 5% interest, (ii) give Alan 33.3% of the  
26 ownership in BBB, (iii) give Alan the position and titles of managing-member and board member,  
27 (iv) grant Alan the authority and responsibility to handle all off-the-court business of BBB (“BBB  
28 Oral Agreement”). This was a huge risk for Alan because Lonzo had not even been drafted into

the NBA at the time and BBB had no branding or name recognition. However, Alan believed in Lonzo and believed in the Ball brands he was helping to create.

27. Pursuant to the BBB Oral Agreement, Alan spent, with his own money, well over \$500,000 on daily expenses, startup capital (including fees and expenses), marketing, merchandise, printing and payroll for BBB, including but not limited to the following expenses (approximate costs):

- Legal and administrative fees: \$80,000.00
- Consulting fees for footwear design: \$90,000.00
- Footwear design and production: \$50,000.00
- Trips to China shoe factories: \$20,000.00
- Payroll to BBB staff: \$120,000.00
- Blank T-shirts: \$30,000.00
- Blank Hoodies: \$60,000.00
- Blank Shirts: \$30,000.00
- Printing: \$20,000.00

(the "Personal Start-Up Expenses By Alan")

b. **Alan, LaVar and Tina agreed to make Lonzo a member of BBB so he could purchase real estate for BBB and for himself.**

28. While Lonzo was still in high school, Alan and he had numerous discussions about the importance of establishing and maintaining good credit. Lonzo had great history with Alan and respected his advice, seeing him as his second father/uncle. Alan often discussed with LaVar, Tina and Lonzo that there would come a time prior to Lonzo being drafted and/or playing in the NBA where he would become eligible for business and pre-draft loans to help with any purchases that he and/or the Ball family wanted to make. While Lonzo would likely be drafted into the NBA in June 2017, he would not receive his first NBA paycheck until October-November 2017.

29. Just days after BBB was formed, Alan met with LaVar, Tina and Lonzo to discuss BBB business. Alan shared with the group that, since Lonzo would be the first of the Ball children to reach the NBA, BBB should make Lonzo a 51% owner of BBB for the sole purpose of aiding Lonzo's eligibility to partake in various loan products that would benefit both Lonzo and BBB. BBB would benefit from this move because Lonzo was attaching his name as an owner in the business. It was further discussed and agreed by Alan, LaVar, Tina and Lonzo, that Lonzo would

1 have no management authority, check writing authority or access to the BBB bank account. It was  
2 also agreed that Lonzo would give up his shares in BBB at any time that Alan, LaVar and Tina  
3 made such a request. Upon Lonzo, Alan, LaVar and Tina's agreement to the above terms, Alan  
4 drafted a second BBB operating agreement and, with LaVar, Tina and Lonzo's express approval,  
5 digitally signed all of their names to the second BBB operating agreement on May 1, 2016 (the  
6 "5/1/16 BBB Operating Agreement"). (A true and correct copy of the 5/1/16 BBB Operating is  
7 attached hereto as **Exhibit "4,"** and incorporated by this reference.)

8 **C. Alan Opened The BBB Bank Account Which LaVar Had Sole Access.**

9 30. On or about May 12, 2016, Alan opened BBB's business checking account at Wells  
10 Fargo. At first, LaVar was the only BBB member with authority to withdraw money from the  
11 account ("BBB Wells Fargo Checking Account").

12 **i. Lonzo had no direct access to the BBB Wells Fargo Checking Account.**

13 31. Lonzo's name was never put on the BBB Wells Fargo Checking Account and he  
14 never had the ability to withdraw money from the bank account because he was not an original  
15 member of BBB and because it was previously agreed by the original members of BBB, and Lonzo,  
16 that he had no management responsibilities or check writing authority for BBB.

17 **ii. BBB paid vendors and employees in cash.**

18 **a. BBB.**

19 32. BBB designs, manufactures and sells clothing and shoes. BBB often purchased  
20 merchandise such as t-shirts, hats and sweatshirts from clothing vendors and suppliers and then had  
21 the BBB logo printed on them. These vendors and suppliers often required cash payments on their  
22 invoices. LaVar and Alan accommodated these requests by withdrawing cash from the BBB Wells  
23 Fargo Checking Account. LaVar and Alan would either pay the vendors and suppliers in cash, or  
24 purchase cashiers' checks to pay the vendors and suppliers. Thus, a significant amount of the cash  
25 withdrawals shown on the BBB Wells Fargo Checking Account's transaction history and bank  
26 statements was for the purchase of BBB-related cashiers' checks. Additionally, BBB warehouse  
27 workers were often paid in cash or cashier's checks per their requests.  
28

1                   **b. Junior Basketball Association.**

2           33. As a marketing tool, BBB created and funded the International Junior Basketball  
3 Association (“JBA”). The JBA was established in 2017 as an alternative to the NCAA to allow  
4 high school and junior college players to play professional basketball. The JBA played in eight  
5 cities across the United States in large arenas that featured BBB merchandise, DJs and food vendors.  
6 Many of the stadium venues, printers, JBA employees, DJs, food and merchandizing vendors  
7 required cash payments and were often paid with cashier’s checks. Thus, a large number of the  
8 cash withdrawals listed on the BBB Wells Fargo Checking Account’s bank statements are  
9 withdrawals that were used to purchase these cashier’s checks. Both LaVar and Alan made cash  
10 withdrawals and used cashiers’ checks to pay BBB and JBA expenses.

11                   **iii. LaVar tired of handling BBB’s daily banking and asked Alan to handle.**

12           34. From approximately May 12, 2016 to June 30, 2017, LaVar had the only authority  
13 and access to deposit and withdraw money from the BBB Wells Fargo Checking Account.

14           35. As a result of BBB’s business practice of paying its vendors and employees in cash,  
15 LaVar spent a significant amount of time going to the bank. On or about July 1, 2017, LaVar  
16 informed Alan that he was tired of handling the day-to-day the co-management functions of BBB,  
17 including going to the bank to make withdrawals for BBB’s day-to-day operations. As a result,  
18 LaVar made Alan a co-signer on the BBB Wells Fargo Checking Account and asked him to perform  
19 all of the day-to-day business and management functions of BBB.

20                   **D. Alan Created The Hit Reality Show “Ball In The Family” Which BSG And He Co-**  
21                   **Produced With Bunim-Murray Productions, LLC.**

22           36. In or about June 1, 2016, Alan suggested to LaVar and Tina that they create and  
23 produce a reality show about the Ball family. LaVar and Tina were immediately interested as they  
24 had never considered a reality show. However, they again explained to Alan that they had poor  
25 credit, little savings and no experience in producing a show.

26           37. Alan responded that pursuant to the Alan, LaVar and Tina Funding Agreement, he  
27 had the funding and experience to produce a sizzle reel (“Sizzle Reel”) for the reality show which  
28 he could try to produce and sell through BSG. In response, Alan and LaVar and Tina orally agreed

on behalf of BSG, that Alan would fund the Sizzle Reel for between \$65,000 and \$80,000 and help shop the show, and in exchange, Alan would receive (i) an on-camera part in the reality show; (ii) a producing role and credit – including the ability to create the story lines and have a producing credit; (iii) a separate consulting producer agreement with a production company; (iv) the reality show would be run through BSG so that BSG would earn the profit, and (v) that BSG would repay the loan to Alan upon Alan’s demand for payment (“Sizzle Reel Agreement”). In or around August 1, 2016, per the Sizzle Reel Agreement, Alan produced, and edited, a Sizzle Reel for the Ball family reality show with \$75,000 in personal funds (“Sizzle Reel”). After it was produced, Alan proceeded to discuss producing the show with numerous Hollywood producers.

38. On or about May 10, 2017, Bunin-Murray Productions, LLC (“BM”) entered into lucrative deals with BSG (for the on-camera services of LaVar and Tina), Family Always Matters, LLC (for the on-camera services of Lonzo), LaMelo and LiAngelo to star in the Reality Show. On or about May 16, 2017, BM, through Crosswalk Productions, LLC, entered in a consulting producer agreement (and appearance and participation release) with MCI, for Alan’s services as consulting producer on the Reality Show.

39. The Reality Show has completed four seasons: Season One (August 29, 2017 through October 29, 2017), Season Two (November 26, 2017 through February 18, 2018), Season Three (June 11, 2018 through November 18, 2018), and Season Four (December 9, 2018 through June 9, 2019). Through the completion of the Reality Show’s four seasons, Alan alleges on information and belief that BSG has earned over \$8.6 million in revenue plus bonuses.

**E. Alan Entered Into An Oral Contract With Lonzo And LaVar To Fund Lonzo’s Living And Other Expenses In Excess Of \$130,000 During His Time At UCLA.**

40. During Lonzo’s first semester at UCLA, he complained to LaVar and Alan that his dorm room had poor air conditioning and he hated UCLA’s meal plan. In or around July 2016, both Lonzo and LaVar asked Alan if he would rent an apartment or condominium for Lonzo, pay for Lonzo’s personal trainer (Darren) and pay for Lonzo and Darren’s living expenses while Lonzo attended UCLA. On or about August 25, 2016, Alan, on the one hand, and Lonzo and LaVar, on the other hand, entered into an oral agreement whereby Alan agreed to do each of the following for



1 Lonzo during his freshman year at UCLA:

- 2 (i) Find a condominium or apartment for Lonzo and Darren and enter into a one-year  
3 lease starting on September 1, 2016 and pay for said condominium, including  
4 utilities, on the first of the month for one year until August 31, 2017;
- 5 (ii) Pay Darren \$2,000 per month, on the first of the month, to be Lonzo's personal  
6 trainer and assistant, starting September 1, 2016 through August 1, 2017;
- 7 (iii) Fund Darren's trips to UCLA road games during Lonzo's freshman year, from  
8 November 2016 through March or April 2017, depending when the season ended,  
9 including (a) airline tickets, (b) hotel stays; (c) food and (d) rental car expenses;
- 10 (iv) Pay for Lonzo and Darren's furnishings, including televisions, for the condominium  
11 he was leasing for Lonzo and Darren;
- 12 (v) Pay for Lonzo and Darren's individual laptops;
- 13 (vi) Pay for Lonzo and Darren's food bills at the first of the month from September 1,  
14 2016 through August 1, 2017;

15 In exchange for the above-referenced payments by Alan, LaVar and Lonzo agreed to starting paying  
16 off the loan under the above-referenced oral contract along with ten percent (10%) interest when  
17 Lonzo and/or LaVar had the ability to start paying off loan (the "Apartment Rental and Living  
18 Expenses Agreement").

19 41. Pursuant to the Apartment Rental and Living Expenses Agreement, on or about  
20 September 1, 2016, Alan rented a condominium for Lonzo and Darren. Alan paid the initial down  
21 payment and first month's rent for a total of \$6,600 and then made eleven (11) additional payments  
22 of \$3,300 through August 1, 2017, for a total of \$36,300. Pursuant to the contract, Alan paid Darren  
23 \$2,000 per month from September 1, 2016 through August 1, 2017, for a total of \$24,000. Pursuant  
24 to the Apartment Rental and Living Expenses Agreement, in or about September 2016, Alan  
25 purchased furnishings for the condominium, two HD televisions and two laptop computers for  
26 Lonzo and Darren for a total of approximately \$23,000. Alan also paid utility bills of approximately  
27 \$300 per month, from September 1, 2016 through August 31, 2017, for a total of approximately  
28 \$3,600.

42. Pursuant to the Apartment Rental and Living Expenses Agreement, Alan paid for Darren to attend UCLA road games from November 2016 through March 2017, including airfare, hotels, meals and rental cars for a total of \$40,000.

43. As a favor to Lonzo, Alan brokered the sale of Lonzo's UCLA sweet sixteen uniforms, and UCLA shoes for an approximate \$80,000. \$50,000 of these proceeds were used in May 2017 as a down payment for the lease of a 2017 Mercedes AMG G-Wagon. Foster agreed to co-sign for this lease because Lonzo and had not been drafted yet and LaVar and Tina Ball did not have credit to co-sign for Lonzo. Alan never took a fee for these services.

**F. LaVar And Tina Borrow From BBB To Pay Personnel Expenses.**

44. In or around late June 2017, LaVar started taking BBB funds for his personal use. Alan told LaVar it was unwise to take money from BBB and use it for personal use, especially so early on in the company's existence. LaVar was insistent and told Alan that it was the "Ball name" that generated the company's revenue and he could do what he wanted with the money. Begrudgingly, Alan agreed to permit LaVar to use BBB funds for personal use as long as he entered into an agreement with BBB to pay the funds back on demand with 5% interest. In response, on or about late June 2017, BBB, through Alan and LaVar, agreed to loan up to \$500,000 to LaVar and Tina for their personal use, provided that LaVar would repay said loan with 5% interest when Alan made the demand on behalf of BBB to LaVar repayment of the loan ("BBB Loan to LaVar").

45. Pursuant to the BBB Loan to LaVar, from about July 14, 2017 – February 5, 2018, LaVar borrowed approximately \$146,000 from BBB to pay for various repairs and expenses related to the Ball Estate and for expenditures relating to Darren and the Ball families' luxury cars (e.g. Lamborghini, Porsche).

**G. Lonzo Gave Up All Ownership In BBB In 2017 Q4.**

46. Towards the end of 2017, Lonzo wanted to focus on playing basketball for the Los Angeles Lakers and be relieved of any liability for BBB. Although BBB had grossed roughly \$5 million in sales in 2017, it was exposed to significant liability and negative press. At the time, BBB was overwhelmed with customer complaints and public ridicule due to a backlog of apparel orders. BBB also received a failing grade from the Better Business Bureau. Since Alan, LaVar, Tina and

1 Lonzo always intended for Lonzo to relinquish his shares in BBB when Alan, LaVar or Tina asked  
2 him to, this seemed to be the right time to do so.

3 47. On or about December 11, 2017, Alan, LaVar, Tina, and Lonzo agreed that Lonzo  
4 would relinquish his entire ownership in BBB. On December 11, 2017, Alan, LaVar, Tina, and  
5 Lonzo entered into the "Resolution of the Board of Member" ("Board Resolution") setting forth  
6 Lonzo's assignment of shares back to BBB to be redistributed pursuant to the original share  
7 distribution of 33.33% to Alan, LaVar and Tina. (A true and correct copy of the December 11,  
8 2017 Board Resolution is attached hereto as **Exhibit "5,"** and incorporated herein by this  
9 reference.)

10 48. On or about December 11, 2017, Alan, LaVar, and Tina, agreed to enter into the  
11 second amended BBB Operating Agreement which sets forth BBB's current ownership, divided  
12 equally 33.33% between Alan, LaVar and Tina (the "12/11/17 BBB Operating Agreement"). Lonzo  
13 has *zero ownership in BBB*. (A true and correct copy of the 12/11/17 BBB Operating Agreement  
14 is attached hereto as **Exhibit "6,"** and incorporated herein by this reference.)

15 **H. Humble Failed To Understand Lonzo's Limited Role in BBB And Refused To Review**  
16 **Invoices, Receipts And Cashiers' Checks That Showed What The Cash Withdrawals**  
17 **From The BBB Wells Fargo Checking Account Were Used For.**

18 49. Humble was initially hired in or around June 25, 2017, to act as Lonzo's financial  
19 adviser and to manage Lonzo's tax liability, file his taxes on time, and monitor deposits into  
20 Lonzo's personal accounts, including the account for his limited liability company, Family Always  
21 Matters, LLC ("FAM"). As Lonzo's financial adviser, it was Humble's responsibility, among other  
22 things, (i) know which companies Lonzo was an owner and/or a member of, (ii) know which bank  
23 accounts Lonzo had access to, and (iii) know whether any third parties had access to Lonzo's  
24 personal banking accounts.

25 50. In an effort to bring Humble up to speed, Alan met with Humble and explained the  
26 various loans that Lonzo entered into with Sure Sports Lending, including the following: (1) the  
27 loans entered into with Sure Sport Lending were structured to be paid off from Lonzo's guaranteed  
28 rookie contract so that Lonzo would own over \$12 million in real estate; (2) the properties were

1 legitimate write offs and safer than spending money on jewelry, cars, women and any other high  
2 risk investment; and (3) that Alan took no commissions on the loans. Alan also discussed Lonzo's  
3 51% ownership in BBB, the reason he was made 51% owner, and the agreement that Lonzo would  
4 give up his 51% ownership interest when requested by Alan, LaVar and Tina. In response, Humble  
5 praised Alan for looking out for Lonzo and expressed no criticism whatsoever of the loan terms.

6 51. As set forth herein, on or around December 11, 2017, Lonzo was no longer an owner  
7 of BBB, which was owned equally by Alan, Tina and LaVar. Alan had several conversations with  
8 Humble informing him of the same. **(See Exhibits 5&6)**

9 52. Alan informed Humble on numerous occasions of the following: (i) Lonzo was not  
10 an owner in BBB as of December 11, 2017, (ii) Lonzo had no access to the BBB Wells Fargo  
11 Checking Account, and (iii) Lonzo never had access to that account. As Lonzo's "financial adviser"  
12 Humble was also aware that Lonzo never received income from BBB, other than sales from Lonzo  
13 apparel line the Zo2 Collection ("Zo2") which were transferred directly into Lonzo's account at  
14 Chase Bank.

15 53. Humble was asked by Alan and LaVar to manage the payroll for BBB, BSG, and  
16 JBA. Alan gave Humble access to the BBB Wells Fargo Checking Account, and loan records to  
17 do his job. Specifically, Humble was provided the BBB Wells Fargo Checking Account records  
18 for his review.

19 54. During Humble's engagement to Lonzo, FAM, BBB, BSG and JBA, Alan found it  
20 difficult to get a hold of Humble to discuss the scope and progress of his work and to get periodic  
21 status updates. It appeared to Alan and LaVar that Humble was more interested in meeting and  
22 signing celebrity clients than actually doing the tedious work required of him by Lonzo, FAM,  
23 BBB, BSG and JBA. On many occasions, LaVar expressed to Alan how frustrated he was with  
24 Humble's lack of interest in the Ball businesses.

25 55. Humble was hired, in part, to file Lonzo's taxes on time. Unfortunately, he failed  
26 to file Lonzo's taxes on time because he never took the time to review BBB's financials records,  
27 invoices and cashiers' checks which, as Humble was made aware by Alan numerous times, were  
28 located in boxes at the BBB warehouse. Humble's failure to understand BBB's business, including

1 the fact that BBB often made cash payments to vendors, clothing retailers and employees, is  
2 evidenced in his written communications with Alan as early as April 2018, when he was frantically  
3 trying to quickly understand BBB and Lonzo's business in order to file Lonzo's taxes. Because he  
4 waited to the last moment to try and understand his client's businesses, Humble was forced to file  
5 a tax extension for Lonzo's personal taxes.

6 56. On April 18, 2018, Humble texted Alan that Lonzo was a 51% owner in BBB and  
7 stated that "[w]e really have to stop the *cash withdraws* because its' going to cause a tax problem  
8 for every owner and mostly Lonzo since he is a majority owner." This text clearly illustrates  
9 Humble's complete ignorance in Lonzo's affairs. First, although Lonzo was a BBB member for  
10 tax-year 2017, as of December 11, 2017, Lonzo had no ownership interest in BBB which Humble  
11 was made aware, yet Humble still referred to Lonzo as a 51% owner in BBB. Second, the text  
12 shows that Humble thought Lonzo was still an owner in BBB because he refers to tax liability to  
13 Lonzo on a going forward basis. Third, the text shows Humble's complete lack of understanding  
14 regarding BBB's business including BBB's cash withdrawals which used to purchase cashier's  
15 checks to pay the BBB and JBA employees, vendors and clothing retailers.

16 i. **Alan repeatedly informed Humble that proof of cash withdrawals for BBB**  
17 **were accounted for and located in boxes at the BBB warehouse.**

18 57. In or around late July to early August, 2018, Humble asked Alan why there was over  
19 \$1.5 million in cash withdrawals from the BBB Wells Checking Bank Account, and requested that  
20 Alan provide him with BBB receipts for all of those cash withdrawals. Alan responded to Humble,  
21 as he did on several prior occasions, as follows: (i) the BBB and JBA employees, vendors and  
22 clothing retailers preferred payments via cash or cashiers' checks and *both* LaVar and Alan agreed  
23 to pay them this way, and (2) invoices, receipts and copies of cashiers' checks evidencing the cash  
24 payments, were located in several boxes at the BBB warehouse ("Proof of Cash Withdrawals") and  
25 were available for Humble to review at his convenience.

26 58. Alan asked Humble several times if he wanted to come to the BBB warehouse and  
27 review the Proof of Cash Withdrawals. Humble always responded that he was too busy attending  
28 to other matters, but would review the Proof of Cash Withdrawals at a later date.

1           ii.     **Humble failed to review the proof of cash withdrawals.**

2           59.     Lonzo's tax extension gave Humble up through October 15, 2018 to file his taxes.  
3     As set forth herein, from approximately late-July to early-August through October 2018, Alan  
4     informed Humble at least six times where to find the Proof of Cash Withdrawals so that Humble  
5     could review the records before filing Lonzo's taxes. For reasons unexplained Humble failed to go  
6     to the BBB warehouse and review BBB's documentation.

7           iii.    **Humble continued to fail to do his job for Lonzo, BBB, BSG and JBA.**

8           60.     As October 15, 2018 drew closer, Humble informed Alan that it would be impossible  
9     for him to file Lonzo's taxes by the October 15 deadline because he was attending a wedding and  
10    his accountant was on vacation. Humble further stated that Lonzo's personal taxes and BBB's  
11    taxes could not be completed on time due to BBB's inability to account for the whereabouts of \$1.5  
12    million in cash withdrawals – despite being told by Alan on approximately six occasions that the  
13    Proof of Cash Withdrawals which evidence the cash payments of the \$1.5 million, was available  
14    for Humble's review in several boxes at the BBB warehouse.

15          61.     As a result of Humble's failure to perform one of the basic duties he was retained  
16    for, and his continued failure to review the Proof of Cash Withdrawals, Alan retained the accounting  
17    firm of Williams Tax & Financial Group, Inc. ("Williams Firm") that LaVar had used for  
18    approximately twenty years. Alan alleges on information and belief that the Williams Firm filed  
19    Lonzo's taxes and secured him a tax refund in excess of \$500,000.

20          iv.     **Humble approached Lonzo and LaVar and wrongly and purposefully accused**  
21                   **Alan of stealing Lonzo, BBB and BSG's money as revenge for Alan accusing**  
22                   **him of not doing his job.**

23          62.     Alan alleges on information and belief that on or about October 2018, Humble wrote  
24    to Lonzo and provided him with false information in an effort to defame Alan and turn Lonzo  
25    against Alan. The contents of the email evidence Humble's complete lack of understanding of who  
26    owned BBB despite being retained by Lonzo, BBB, BSG and the JBA for over a year.

27          63.     Despite having been told approximately six times where the receipts, invoices and  
28    cashiers' checks were located to verify the Proof of Cash Withdrawals, in the October 2018 email

1 sent to Lonzo and LaVar with the subject line “Urgent - \$1.5 million Dollars Missing,” Humble  
2 wrote that he had been unsuccessful in having Alan “track down where \$1.5 MILLION DOLLARS  
3 IN CASH HAS [gone].” He further wrongfully wrote that Alan, “won’t show any invoices or  
4 documentation of these expenses. He won’t even give me the number to the vendors he says he  
5 paid. I’VE NEVER SEEN A COMPANY OPERATE BY WITHDRAWING MILLIONS IN  
6 CASH... Only you and Alan can withdraw cash and I know you didn’t take out \$1.5 million  
7 dollars... SO WHERE IS THE MONEY???” “So close to \$2 million dollars has touched Alan’s  
8 hands but \$1.5 million of it has disappeared in cash and can’t be tracked,” (emphasis added).

9 64. The above statements were complete not true. First, as alleged herein, Alan had  
10 informed Humble on at least six occasions that the Proof of Cash Withdrawals were located in  
11 boxes in the BBB warehouse. Second, Lonzo never had access to withdraw money from the BBB  
12 Wells Fargo Checking Account, only LaVar and Alan did.

13 65. Despite Humble’s October 2018 email, Lonzo and LaVar never brought the issue up  
14 to Alan because they knew Humble was incompetent and did not have a handle on his clients’  
15 businesses. If LaVar, Tina and Lonzo truly believed Alan had stolen approximately \$1.5 million,  
16 they would have addressed this with Alan in October 2018! They would not have permitted Alan  
17 to continue to do work for BSG, BBB and JBA.

18 v. **Alan, with LaVar’s blessing, fired Humble for his refusal to do minimal work.**

19 66. Towards the fourth quarter of 2018, LaVar and Alan’s displeasure with Humble  
20 reached a breaking point. By November 2018, it became apparent to Alan and LaVar that they  
21 could no longer work with Humble. Humble had (i) failed to file Lonzo’s taxes on time; (ii) refused  
22 to go to the BBB warehouse and review the Proof of Cash Withdrawals, (iii) failed to discuss with  
23 Alan, LaVar, Tina or Lonzo anything whatsoever regarding Lonzo’s tax liability, benefits, or  
24 strategy, (iv) failed to schedule meetings with his clients (Lonzo, BBB, BSG and JBA), and (v)  
25 failed to propose any financial planning strategy for his clients as promised.

26 67. Alan, LaVar, and Tina came to realize that Humble was not an accountant, or CPA.  
27 He was a Certified Financial Planner “CFP” and not qualified to do some of the things he had  
28 promised. At the same time, Alan and LaVar discovered that Humble, through LLFG, withdrew

1 over \$31,000 from Lonzo's FAM bank account and over \$123,000 from Lonzo's personal bank  
2 account, without ever sending a single invoice for Lonzo to review or to approve said payments.

3 68. As a result of Humble's deficiencies as set forth above, on November 21, 2018, with  
4 the express approval of LaVar and Tina, Alan, via email, terminated Humble's services effective  
5 immediately and demanded the return of unauthorized funds he paid himself and LLFG out of  
6 Lonzo's accounts. (Attached hereto as **Exhibit "7"** is a true and correct copy of the Alan email  
7 terminating Humble and LLFG's employment and is incorporated herein by this reference.)

8 vi. **Humble responded to his firing with a self-serving email replete with lies and**  
9 **statements that showed he lacked knowledge of his clients' businesses.**

10 69. In response to his firing, Humble sent a childish and self-serving email to Alan that  
11 resembled the writing of a grade-schooler. This email contained some words and phrases in **bold**  
12 and others CAPITALIZED (the "Humble Email"). The contents of the Humble Email, although  
13 self-serving, clearly illustrated Humble's complete lack of understanding of Lonzo, BBB and  
14 BSG's businesses. In the Humble Email, he stated to Alan that "there was so much CASH  
15 MISSING from BBB LLC, so many expenses that you couldn't give us explanations for." He  
16 further asserted that "BBB LLC OVER 1.5 MILLION DOLLARS IN CASH IS MISSING... You  
17 took it out of the accounts and YOU have never been able to explain where it went. All you do is  
18 ignore my questions. IF THIS MONEY went to suppliers, we should be able to call the companies  
19 and get proof. WHY WAS OVER \$1.5 M in cash taken out and WHERE DID IT DISAPPEAR  
20 TO? It's 2018, No one does \$1.5 million in cash business. THIS MONEY WAS STOLEN."

21 70. In truth, and what Humble neglected to state in his email, is that (i) he was informed  
22 by Alan at the beginning of this retention that BBB paid vendors and employees in cash; (ii) he was  
23 told on approximately six (6) occasions by Alan that the Proof of Cash Withdrawals were located  
24 in boxes as the BBB warehouse waiting for is review; (iii) he was too embarrassed to admit his  
25 laziness and lack of understanding his clients' business and tried to blame Alan. Although Humble  
26 claims Alan ignored his questions, he provided no written documentation evidencing any such  
27 communications with Alan.

28 71. In the same Humble Email, Humble questioned why over \$450,000 was paid directly



1 to Alan's Marathon Consulting "with no documentation, contract or authorization for this cash that  
2 was taken out." Humble was told numerous times that from approximately May 12, 2016 through  
3 June 30, 2017, LaVar was the only one with access to the BBB account and any withdrawals had  
4 to be authorized by him. Moreover, any withdrawals after June 30, 2017, would be brought to  
5 LaVar's attention as he received copies of all bills. As set forth herein, with LaVar's approval, Alan  
6 was paid through MCI partial reimbursement for Alan's investment of his personal funds into BBB  
7 and JBA per his agreement with the original members of BBB. Marathon was also paid a \$100,000  
8 disbursement from BBB at the same time LaVar and Tiny were paid disbursements. All  
9 withdrawals to Marathon were made **with LaVar's approval** who had access to BBB Wells Fargo  
10 Checking Account and the only one with access to BSG's bank account. (Attached hereto as  
11 **Exhibit "16"** is a true and correct copy of the May 24, 2017, Wells Fargo BBB Checking Account  
12 showing \$100,000 dividend payments made to Marathon Consulting, LaVar and Tina, and  
13 incorporated herein by this referenced.)

14 72. The Humble Email also, for the first time, criticized the loans Lonzo took under his  
15 name and blamed Alan. Humble was made privy to, and reviewed, these loans months before and  
16 was never critical of them. Finally, attached to the Humble Email was several attachments  
17 including a document entitled "Life Line Concerns The Ball Family" which outlined Humble's  
18 concerns for the Ball family businesses and Lonzo. Despite being employed by Lonzo, BBB, BSG  
19 and JBA for over a year, Humble never presented the document to his clients or expressed many of  
20 the concerns set forth therein until the date of his termination. (Attached hereto as **Exhibit "8"** is  
21 a true and correct copy of the Humble Email and attachment documents and incorporated herein by  
22 this referenced.)

23 **I. Had Humble Done Minimal Due Diligence, He Would Have Discovered Records**  
24 **Evidencing Expenses For The \$1.5 Million He Wrongly Accused Alan Of Embezzling.**

25 73. As set forth herein numerous times, Alan informed Humble on approximately six  
26 occasions that the Proof of Cash Withdrawals from the BBB Wells Fargo Checking Account were  
27 located in boxes at the BBB warehouse. Humble simply needed to review the documents, including  
28 but not limited to, cashiers' checks, employee payroll records, and invoices and receipts from

1 clothing retailers, printers, office suppliers, and all JBA expenses, including food vendors, coaches,  
2 players and stadium payments.

3         74. Since Humble failed to do his job, Alan spent the past six months gathering the Proof  
4 of Cash Withdrawals he had access to in order to do the auditing of the cash withdrawals that  
5 Humble failed to do. The below chart shows the following: (1) cash withdrawals made from the  
6 BBB Wells Fargo Checking Account from August 2017 through February 2019 (as alleged herein,  
7 Alan was given access to the account by LaVar in July 2017, and he will provide July 2017 and  
8 December 2018 banking records when he receives them); (2) BBB cashiers' checks from July 2017  
9 through March 2018, indicating the amount of the cashiers' check and who it was paid out to; (3)  
10 BBB payroll records from August 2017 through June 2018; and (4) copies of the receipts and  
11 invoices from July 2017 through December 2018, and a description of the services paid for. This  
12 chart clearly shows that had Humble reviewed the Proof of Cash Withdrawals, he would have  
13 discovered what the cash payments were used for. More importantly, he would have also  
14 discovered that Alan did not take the funds for personal use.

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Wells Fargo			Payouts				
Date	Transaction	Price	Date	Amount (cashier's checks)	Amount (payroll)	Amount (receipts)	For
7/1/2017	withdrawals TBD		7/12/2017			\$95.00	Invoice 92708: Golden Plastics
			7/13/2017	\$25,000.00			Cashier's Check: Commerce Escrow
			7/14/2017	\$20,000.00			Cashier's check: Porche of Downtown LA
			7/17/2017			\$340.00	Invoice
			7/19/2017	\$3,619.45			Cashier's Check: Two Times Two, Inc.
			7/24/2017			\$30.00	Invoice 92724: Golden Plastics
			7/27/2017			\$138.00	Invoice 2293: VS Tees, Inc.
			7/28/2017			\$707.00	Invoice 4451: Chavez Embroidery
			7/29/2017			\$300.00	Invoice 758917: McLogan Supply
			7/31/2017			\$48.00	Invoice 4755: VS Tees, Inc.
			7/31/2017			\$462.00	Invoice 4755: VS Tees, Inc.
			7/31/2017		\$327.41		Receipt UPS
			Aug W1		\$415.00		Payroll
					\$346.00		Payroll
					\$501.00		Payroll
					\$542.00		Payroll
					\$458.00		Payroll
					\$428.00		Payroll
					\$480.00		Payroll
					\$632.00		Payroll
					\$456.00		Payroll
			Aug W2		\$451.00		Payroll
					\$451.00		Payroll
					\$788.00		Payroll
					\$480.00		Payroll
					\$518.00		Payroll
					\$254.00		Payroll
					\$456.00		Payroll
					\$347.00		Payroll
					\$1,250.00		Payroll
					\$439.00		Payroll
			Aug W3		\$486.00		Payroll
					\$522.00		Payroll
					\$714.00		Payroll
					\$688.00		Payroll
					\$516.00		Payroll
					\$480.00		Payroll
					\$404.09		Payroll
					\$197.00		Payroll
					\$252.00		Payroll
			Aug W4		\$480.00		Payroll
					\$492.00		Payroll
					\$474.00		Payroll
					\$486.00		Payroll
					\$228.00		Payroll
					\$385.00		Payroll
					\$442.50		Payroll
					\$552.00		Payroll
					\$703.20		Payroll
			8/1/2017			\$270.00	Invoice 1846:
8/2/2017	Withdrawal Made in a Branch/Store	\$7,000.00					
8/3/2017	Withdrawal Made in a Branch/Store	\$7,150.00	8/3/2017			\$1,139.00	Invoice 4465: Chavez Embroidery
			8/3/2017			\$1,528.00	Invoice 577464:
			8/3/2017			\$33.00	Invoice 577465:
			8/3/2017			\$204.00	Invoice 4761: VS Tees Inc.
			8/3/2017	\$5,150.00			Cashier's check: Muhammad & Usam Traders
			8/4/2017			\$159.00	Invoice 6690: TBT Plastics Inc
			8/4/2017			\$38.11	The Home Depot
			8/6/2017			\$60.00	Invoice 4087: TBT Plastics Inc
			8/6/2019			\$120.00	Invoice 4493: Chaves Embroidery
			8/7/2017			\$336.00	Invoice 1051:
			8/7/2017			\$150.00	Invoice 1383:
			8/7/2017			\$336.00	Invoice 1384:
			8/7/2017			\$120.00	Invoice 1398:
			8/7/2017			\$171.00	Invoice 6851: TBT Plastics Inc
			8/7/2017			\$156.00	Invoice 4771: VS Tees Inc.
			8/8/2017			\$288.00	Invoice 1056:

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8/9/2017	Withdrawal Made in a Branch/Store	\$8,250.00					
			8/10/2017		\$3,000.00	Invoice 537007: Santiago	Display boxes
			8/10/2017		\$720.00	Invoice 4482: Chavez Embroidery	Embroidery
			8/10/2017		\$21.00	Invoice 6198:	Sweaters
			8/10/2017		\$204.00	Invoice 4784: VS Tees Inc.	Tees
			8/10/2017		\$261.00	Invoice 4785: VS Tees Inc.	Tees
			8/11/2017	\$2,875.70		Cashier's check: Two Times Two	Printing
8/11/2017	Withdrawal Made in a Branch/Store	\$6,000.00	8/11/2017		\$204.00	Invoice 1114:	Youth hoodies
8/11/2017	Withdrawal Made in a Branch/Store	\$2,875.70	8/11/2017		\$204.00	Invoice 1115:	Shorts
8/14/2017	Withdrawal Made in a Branch/Store	\$5,860.00	8/14/2017		\$78.00	Invoice 6356:	Hoodies
			8/14/2017		\$12.86	Invoice IN000762287: McLogan Supply Co. Inc.	Vinyl
			8/14/2017		\$300.00	Invoice IN000762282: McLogan Supply Co. Inc.	Vinyl
8/15/2017	Withdrawal Made in a Branch/Store	\$3,000.00	8/15/2017		\$186.00	Invoice 1138:	Blank tees
			8/15/2017		\$1,413.00	Co. Inc./ VGP Graphis	Vinyl
			8/15/2017		\$1,097.50	Lane Seven	Hoodies
8/16/2017	Withdrawal Made in a Branch/Store	\$75,000.00	8/16/2017	\$75,000.00		Cashier's check: Commerce Escrow	BBB warehouse escrow pmt / LA 209 E 32nd St LA 90011
			8/16/2017		\$162.00	Invoice 1143:	Blank tees
			8/16/2017		\$390.00	Invoice 1144:	Black crewnecks, tees
			8/16/2017		\$204.00	Invoice 1145:	Blank hoodies
			8/16/2017		\$78.00	Invoice 1148:	Blank crewneck
			8/16/2017		\$720.00	Invoice 4493: Chavez Embroidery	Embroidery
			8/17/2017		\$432.00	Invoice 1169:	Blank tees hoodies
			8/17/2017		\$1,188.00	Invoice 1170:	Blank shorts and tees
			8/17/2017		\$42.54	The Receipt Home Depot	Shop tools
8/18/2017	Withdrawal Made in a Branch/Store	\$8,000.00	8/18/2017		\$228.00	Invoice 1177:	Blank crewnecks hoodies
			8/18/2017		\$372.00	Invoice 1088:	Bryant Herrera reimbursment for supplies
			8/18/2017		\$970.00	Co. Inc./ VGP Graphis	Vinyl
			8/21/2017		\$462.00	Invoice 1187:	Tees
			8/21/2017		\$254.69	Receipt Staples - Cash payment	Toner
			8/21/2017		\$78.00	Lane Seven	Hoodies
8/22/2017	Withdrawal Made in a Branch/Store	\$3,200.00	8/22/2017	\$3,200.00		Cashier's check: VGP	Joe Kang reimbursemnt for Spectra tees
8/22/2017	Withdrawal Made in a Branch/Store	\$7,000.00	8/22/2017	\$7,000.00		Cashier's check: M & U Traders	Hoodies & tees
			8/22/2017		\$3,672.00	Invoice 1464:	Polos
			8/22/2017		\$90.00	Invoice 1475:	Hoodies
			8/22/2017		\$20.00	Invoice 2431: TBT Plastics Inc	Shipping supplies
			8/22/2017		\$276.00	Invoice 3627: VS Tees Inc.	Tees
			8/22/2017		\$3.00	Invoice 3628: VS Tees Inc.	Tees
			8/22/2017		\$285.50	Invoice 8253: Three Layer	Hoodies
			8/24/2017		\$258.00	Invoice 1408:	Tees
			8/24/2017		\$168.00	Invoice 1412:	Hoodies
			8/24/2017		\$435.00	Invoice 1413:	Shorts
8/25/2017	Withdrawal Made in a Branch/Store	\$8,085.00	8/25/2017		\$426.00	Invoice 1438:	Hoodies
			8/25/2017		\$2,667.15	Invoice CA001211/Order CA001379-00: Lane Seven	Hoodies
8/28/2017	Withdrawal Made in a Branch/Store	\$8,700.00	8/28/2017	\$25,000.00		Cashier's check: Specialty Car Collection	LaMelos Lambo
8/28/2017	Withdrawal Made in a Branch/Store	\$25,000.00	8/28/2017		\$78.00	Invoice 0551:	Hoodies
8/28/2017	Withdrawal Made in a Branch/Store	\$3,000.00	8/28/2017		\$105.00	Invoice 2021: TBT Plastics Inc	Boxes
			8/28/2017		\$360.00	Personal Credit Card: McLogan Supply Co. Inc./ VGP Graphis	Vinyl
			8/29/2017		\$360.00	Co. Inc./ VGP Graphis	Vinyl
			8/29/2017		\$168.00	Invoice 0553:	Hoodies
			8/29/2017		\$1,443.00	Invoice 0555:	Crewnecks, hoodies, tees
			8/29/2017		\$2,493.00	Order # 2: Big Baller Brand	Printing
			8/29/2017		\$1,941.00	Order # 1: Big Baller Brand	Printing
			8/30/2017		\$156.00	Invoice 0556:	Hoodies
			8/30/2017		\$600.00	Invoice VGP Graphis	Vinyl
			8/30/2017		\$48.19	Invoice IN000766105: McLogan Supply Co. Inc.	Vinyl
			8/31/2017		\$13.08	The Receipt Home Depot	Light bulbs/shop
			Aug. 2017		\$120.00	Invoice 2479: TBT Plastics Inc	Shipping supplies
			Aug. 2017		\$20.00	Invoice 6675: TBT Plastics Inc	Office supplies/tissue paper
			Aug. 2017		\$180.00	Invoice 6673: TBT Plastics Inc	Shipping
			Aug. 2017		\$295.00	Invoice 3557: TBT Plastics Inc	Shipping supplies

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			Aug. 2017		\$5,234.00	TBD	
			Aug. 2017		\$12,216.00	TBD	
9/1/2017	Withdrawal Made in a Branch/Store	\$9,560.00	9/1/2017		\$141.97	Receipt Staples - cash payment	ink toner
			9/2/2017		\$1,524.00	Invoice 4133: Chavez Embroidery	Embroidery
9/5/2017	Withdrawal Made in a Branch/Store	\$9,500.00	9/5/2017	\$9,500.00		Cashier's check: Armstrong & Sons Termite & Pest Control, Inc.	Ball estate repairs
9/5/2017	Withdrawal Made in a Branch/Store	\$3,222.00	9/5/2017	\$3,222.00		Cashier's check: M & U traders	Hoodies
9/5/2017	Branch/Store	\$3,500.00	9/5/2017	\$3,500.00		Cashier's check: VGP	Reimbursements
9/5/2017	Withdrawal Made in a Branch/Store	\$7,700.00	9/5/2017		\$2,004.00	Invoice 4116: Chavez Embroidery	Embroidery
			9/5/2017		\$3,063.60	Order CA001511 00: Lane Seven	Hoodies
			9/6/2017		\$360.00	Invoice IN00767304: McLogan Supply	Vinyl
			9/6/2017		\$49.98	Receipt: Home Depot	Office supplies
			9/6/2017		\$680.00	Invoice 002765: Pro Cap Inc	Hats
			9/6/2017		\$144.00	Invoice 3665: VS Tees Inc.	T-shirts
			9/6/2017		\$54.00	Invoice 3666: VS Tees Inc.	T-shirts
			9/6/2017		\$867.00	Invoice 13812: Print World	Print services apparel
9/7/2017	Withdrawal Made in a Branch/Store	\$9,000.00	9/7/2017		\$65.00	Invoice 4091: TB PLASTICS	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
			9/8/2017		\$72.00	Invoice 3673: VS Tees Inc	Tees
			9/8/2017		\$1,140.00	Invoice IN000767952: McLogan Supply	Vinyl
9/11/2017	Withdrawal Made in a Branch/Store	\$4,360.00	9/11/2017	\$4,360.00		Cashier's check: VGP	Reimbursements
9/11/2017	Withdrawal Made in a Branch/Store	\$8,300.00	9/11/2017		\$132.00	Invoice 3690: VS Tees Inc	T-shirts
			9/11/2017		\$138.03	Receipt: Staples	Toner and supplies
			9/11/2017		\$2,888.00	Invoice 0537011: Santiago	Light boxes
9/12/2017	Withdrawal Made in a Branch/Store	\$8,500.00	9/12/2017	\$2,888.00		Cashier's check: Santiago Salgado	Shoe light boxes
9/12/2017	Withdrawal Made in a Branch/Store	\$9,836.00	9/12/2017	\$6,948.00		Cashier's check: Lane Seven Apparel	Hoodies
			9/12/2017		\$861.00	Invoice 13822: Print World	Print services apparel
			9/12/2017		\$1,398.00	Invoice 13820: Print World	Print services apparel
			9/12/2017		\$7,033.00	Order CA001599: Lane Seven	Hoodies
			9/12/2017		\$72.00	Invoice 3695: VS Tees Inc.	T-shirts
			9/14/2017		\$684.00	Invoice IN00769596: McLogan Supply	Vinyl
			9/14/2017		\$1,038.00	Invoice 002825: Pro Cap Inc	Hats
			9/14/2017		\$903.00	Invoice 13830: Print World	Print services apparel
9/15/2017	Withdrawal Made in a Branch/Store	\$8,700.00	9/15/2017		\$1,188.00	Order CA001655 00: Lane Seven	Hoodies
			9/15/2017		\$26,100.00	Invoice 27043: U. S. Hosliery Inc.	
9/18/2017	Withdrawal Made in a Branch/Store	\$8,000.00	9/18/2017		\$108.00	Invoice 3455: Sky Sportswear	Sample merchandise to test
9/18/2017	Withdrawal Made in a Branch/Store	\$8,500.00	9/18/2017		\$896.10	Invoice IN000770324: McLogan Supply	Vinyl
			9/18/2017		\$360.00	Invoice IN000770707: McLogan Supply	Vinyl
			9/18/2017		\$638.00	Invoice IN000770334: McLogan Supply	Vinyl
9/20/2017	Withdrawal Made in a Branch/Store	\$3,162.00	9/20/2017		\$1,238.00	Invoice 4144: Chavez Embroidery	Embroidery
9/20/2017	Withdrawal Made in a Branch/Store	\$3,785.00	9/20/2017	\$3,785.00		Cashier's check: One and Only Garage	Garage gate sensor service
9/20/2017	Withdrawal Made in a Branch/Store	\$4,000.00	9/20/2017	\$4,000.00		Cashier's check: Door and Gates	
9/20/2017	Withdrawal Made in a Branch/Store	\$13,308.00	9/20/2017	\$13,308.00		Cashier's check: Sergio Paez	Landscaping Lamar Estate
9/20/2017	Withdrawal Made in a Branch/Store	\$9,000.00	9/20/2017	\$3,162.00		Cashier's check: Lane Seven Apparel	Hoodies
			9/21/2017		\$48.00	Cashier's check: Print World	Printing services
			9/21/2017		\$480.00	Invoice 3440	Vendor TBD
			9/21/2017		\$468.00	Invoice IN000771379: McLogan Supply	Vinyl
9/22/2017	Withdrawal Made in a Branch/Store	\$7,500.00	9/22/2017		\$388.68	Invoice 13840: Print World	Printing services apparel
9/22/2017	Withdrawal Made in a Branch/Store	\$2,500.00	9/22/2017	\$2,500.00		Invoice 12125: Gorilla	Hang tags
			9/25/2017		\$75.92	Cashier's check: Mohammad Darabian	Contracted worker (payroll)
			9/25/2017	\$600.90		Receipt: Staples - cash payment	Office supplies
9/26/2017	Withdrawal Made in a Branch/Store	\$20,000.00	9/26/2017	\$20,000.00		Invoice IN000772014: McLogan Supply	Vinyl
9/26/2017	Withdrawal Made in a Branch/Store	\$30,000.00	9/26/2017		\$90.00	Cashier's check: MSK Design Inc.	Mike the Jeweler downtown LA for Lanzo's chain
			9/26/2017			Invoice 6943	Shipping supplies (clients said TB PLASTICS, INC is the vendor)

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9/26/2017	Withdrawal Made in a Branch/Store	\$7,000.00	9/26/2017		\$720.00	Invoice IN000772253: McLogan Supply	Vinyl
9/27/2017	Withdrawal Made in a Branch/Store	\$4,416.00	9/27/2017	\$4,416.00		Cashier's check: Lane Seven Apparel	Hoodies
9/27/2017	Branch/Store	\$2,767.00	9/27/2017		\$28.37	Receipt: Staples - cash payment	Office supplies
9/28/2017	Withdrawal Made in a Branch/Store	\$34,931.25	9/28/2017	\$16,850.00		Cashier's check: Monarch Landscape and Design	Ball Estate decorative white rocks around the house
9/28/2017	Withdrawal Made in a Branch/Store	\$73,900.00	9/28/2017	\$13,081.25		Cashier's check: Bright Shark Powder Coating	Ball Estate powder coating the black iron gates in front.
9/28/2017	Withdrawal Made in a Branch/Store	\$5,600.00	9/28/2017	\$2,500.00		Cashier's check: Smith Brothers Glass	Ball Estate window tinting windows around house.
			9/28/2017		\$854.00	Invoice 002972: Pro Cap Inc	Hats
			9/28/2017		\$111.00	Invoice 26947: CB Cap Banks Corp.	Hats
			9/28/2017		\$90.00	Invoice 8203:	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
			9/28/2017		\$780.00	Invoice IN000772977: McLogan Supply	Vinyl
			9/29/2017		\$84.41	Receipt: Staples	Office supplies
			9/29/2017		\$189.00	Invoice 26980: CB Cap Banks Corp.	Hats
			9/29/2017		\$330.00	Invoice IN000773349: McLogan Supply	Vinyl
			Sept. 2017		\$1,830.00	Invoice 4161: Chavez Embroidery	Embroidery
			Sept W1		\$384.00	Payroll	Employee 9
					\$336.00	Payroll	Employee 8
					\$582.00	Payroll	Employee 2
					\$240.00	Payroll	Employee 20
					\$294.00	Payroll	Employee 21
					\$312.00	Payroll	Employee 22
					\$384.00	Payroll	Employee 11
					\$402.00	Payroll	Employee 18
					\$300.00	Payroll	Employee 15
			Sept W2		\$480.00	Payroll	Employee 15
					\$477.00	Payroll	Employee 21
					\$252.00	Payroll	Employee 20
					\$252.00	Payroll	Employee 8
					\$738.00	Payroll	Employee 2
					\$480.00	Payroll	Employee 9
					\$534.00	Payroll	Employee 22
					\$493.00	Payroll	Employee 18
					\$480.00	Payroll	Employee 11
			Sept W3		\$480.00	Payroll	Employee 9
					\$450.00	Payroll	Employee 15
					\$480.00	Payroll	Employee 11
					\$780.00	Payroll	Employee 2
					\$480.00	Payroll	Employee 18
					\$420.00	Payroll	Employee 8
					\$480.00	Payroll	Employee 21
					\$312.00	Payroll	Employee 22
					\$240.00	Payroll	Employee 20
			Sept W4		\$312.00	Payroll	Employee 20
					\$462.00	Payroll	Employee 21
					\$726.00	Payroll	Employee 2
					\$408.00	Payroll	Employee 8
					\$480.00	Payroll	Employee 9
					\$480.00	Payroll	Employee 11
					\$262.00	Payroll	Employee 22
					\$505.00	Payroll	Employee 18
					\$480.00	Payroll	Employee 15
10/3/2017	Withdrawal Made in a Branch/Store	\$9,497.00	10/3/2017	\$3,797.00		Cashier's check: Dennis Rivas	Ball Estate Balcony Deck repairs
			10/3/2017		\$260.00	Invoice 8213	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
10/4/2017	Withdrawal Made in a Branch/Store	\$5,287.60	10/4/2017	\$5,287.60		Cashier's check: Lane Seven Apparel	Blank hoodies
10/4/2017	Withdrawal Made in a Branch/Store	\$8,347.00	10/4/2017	\$8,347.00		Cashier's check: M&U Traders	Blank apparel
10/4/2017	Withdrawal Made in a Branch/Store	\$4,900.00	10/4/2017	\$5,111.00		Cashier's check: VGP	Joe Kang monthly payroll
10/4/2017	Withdrawal Made in a Branch/Store	\$5,111.00	10/4/2017		\$112.07	Receipt: Home depot - cash payment	Warehouse supplies
			Oct. 2017		\$90.00	Invoice 5584	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
			10/5/2017		\$111.45	Contract No 20666828: U-Haul of Koreatown	U-Haul
			Oct. 2017		\$25.00	Receipt: Chevron	Gas reimbursement to Bryant Herrera
			10/5/2017		\$40.00	Invoice 8872: Golden Plastic	Shipping supplies

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10/6/2017	Withdrawal Made in a Branch/Store	\$7,000.00	10/6/2017	\$13,089.00		Cashier's check: Daniel Ruiz	Ball Estate Deck Stucco job
10/6/2017	Withdrawal Made in a Branch/Store	\$17,089.00	10/16/2019	\$4,000.00		Cashier's check: Daniel Carrera	Ball Estate Deck Repairs
			10/6/2017		\$185.02	Receipt: Home Depot - cash payment	Warehouse supplies
			10/6/2017		\$72.15	Receipt: Home Depot - cash payment	Warehouse supplies
			10/6/2017		\$3,227.40	Invoice 170926-S040: LA Society	Blank apparel
			10/10/2017		\$184.90	Invoice 8420: Trim 4 less	Hang, tag, string
			10/11/2017		\$306.00	Invoice T Wholesale	Polymailer/shipping supplies
			10/12/2017		\$196.00	Invoice T Wholesale	Polymailer/shipping supplies
			10/12/2017		\$2,628.49	Invoice IN000776335: McLogan Supply Co. Inc.	Vinyl
			10/12/2017		\$575.00	Invoice: One & Only Garage Doors & Gates	Gate service
10/13/2017	Withdrawal Made in a Branch/Store	\$8,752.00	10/13/2017		\$287.00	Invoice 8231: TB Plastics	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
10/16/2017	Withdrawal Made in a Branch/Store	\$34,840.40	10/16/2017	\$4,600.00		Cashier's check: Santiago Salgado	
						Memo: shoe boxes	
10/16/2017	Withdrawal Made in a Branch/Store	\$30,000.00	10/16/2017	\$8,000.00		Cashier's check: Daniel Carrera	
10/16/2017	Withdrawal Made in a Branch/Store	\$18,400.00	10/16/2017	\$3,400.00		Cashier's check: Omar Carrera	
			10/16/2017	\$25,000.00		Cashier's check: LA Society (memo: Lady Baller)	
			10/16/2017	\$7,000.00		Cashier's check: Daniel Carrera	
			10/16/2017	\$5,240.00		Cashier's check: Lane Seven Apparel	
			10/16/2017		\$384.00	Invoice 9927271: Jack Int'l	Dymo label/print paper
			10/16/2017		\$1,260.00	Invoices 13870: Print World	Printing
			10/17/2017		\$137.16	Receipt: Staples - cash payment	Office supplies
			10/17/2017		\$30.00	Invoice 8243: TB Plastics	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
10/18/2017	Withdrawal Made in a Branch/Store	\$5,200.00	10/18/2017	\$2,700.00		Cashier's check: Oscar Lopez	
			10/19/2017		\$153.00	Invoice 1189: VS Tees Inc.	T-shirts
10/20/2017	Withdrawal Made in a Branch/Store	\$16,493.20	10/20/2017	\$4,000.00		Cashier's check: Employee 1	Payroll
			10/20/2017	\$4,793.20		Cashier's check: VGP	
			10/20/2017	\$1,700.00		Cashier's check: UCLA Services	
			10/20/2017		\$300.00	Invoice 00045: Bricio	Tags and labels
			10/20/2017		\$1,125.00	Invoice IN000778639: McLogan Supply Co. Inc.	Vinyl
			10/21/2017		\$4,600.00	Invoice 0537013: Santiago	Display boxes - Vendor is Santiago
			10/23/2017		\$47.98	Receipt: Home deposit - cash payment	Warehouse supplies
			10/23/2017		\$940.00	Invoice 4217: Chavez Embroidery	Embroidery
			10/23/2017		\$261.21	Receipt: UPS	Vinyl tags and labels
10/25/2017	Withdrawal Made in a Branch/Store	\$6,497.00	10/25/2017	\$6,497.00		Cashier's check: Print World	
10/25/2017	Withdrawal Made in a Branch/Store	\$72,631.00	10/25/2017		\$30.36	Receipt: Costco	Gas/shop car
			10/25/2017		\$2,126.50	Invoice 8917: Three Layer	Hoodies
10/27/2017	Withdrawal Made in a Branch/Store	\$22,981.60	10/27/2017	\$10,695.60		Cashier's check: Lane Seven	
			10/27/2017	\$6,266.00		Cashier's check: Employee 1	Payroll
			10/27/2017		\$336.00	Invoice 8971: Three Layer	Hoodies
			10/31/2017		\$701.50	Invoice 9007: Three Layer	Hoodies
			Oct. 2017		\$48.00	Invoice 8842: King Sportswear	Blank t shirts
			Oct. 2017		\$90.00	Invoice 5563: TB Plastics	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
			Oct. 2017		\$24.00	Invoice 8331: TB Plastics	Shipping supplies (clients said TB PLASTICS, INC is the vendor)
			Oct W1		\$276.00	Payroll	Employee 8
					\$183.00	Payroll	Employee 21
					\$798.00	Payroll	Employee 21
					\$144.00	Payroll	Employee 20
					\$276.00	Payroll	Employee 18
					\$288.00	Payroll	Employee 9
					\$318.25	Payroll	Employee 22
					\$288.00	Payroll	Employee 11
					\$324.00	Payroll	Employee 15
			Oct W2		\$666.00	Payroll	Employee 11
					\$558.00	Payroll	Employee 18
					\$670.00	Payroll	Employee 9
					\$852.00	Payroll	Employee 2
					\$274.00	Payroll	Employee 10
					\$240.00	Payroll	Employee 23

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					\$666.00	Payroll	Employee 8
					\$480.00	Payroll	Employee 15
			Oct W3		\$192.00	Payroll	Employee 16
					\$384.00	Payroll	Employee 6
					\$558.00	Payroll	Employee 18*
					\$1,250.00	Payroll	Employee 1
					\$900.00	Payroll	Employee 2
					\$487.00	Payroll	Employee 9
					\$354.00	Payroll	Employee 16
					\$414.00	Payroll	Employee 11
					\$480.00	Payroll	Employee 15
					\$492.00	Payroll	Employee 10
					\$480.00	Payroll	Employee 8
					\$900.00	Payroll	Employee 2
					\$540.00	Payroll	Employee 6
					\$540.00	Payroll	Employee 11*
					\$528.00	Payroll	Employee 15
					\$480.00	Payroll	Employee 16
					\$522.00	Payroll	Employee 9
					\$540.00	Payroll	Employee 8
					\$492.00	Payroll	Employee 10
					\$474.00	Payroll	Employee 18
					\$900.00	Payroll	Employee 2*
			Oct W4			Payroll	
			Oct W5		\$1,250.00	Payroll	Employee 1
					\$900.00	Payroll	Employee 2
					\$492.00	Payroll	Employee 18*
					\$480.00	Payroll	Employee 16
					\$480.00	Payroll	Employee 10
					\$534.00	Payroll	Employee 15
					\$480.00	Payroll	Employee 6
					\$480.00	Payroll	Employee 11
					\$480.00	Payroll	Employee 8
					\$444.00	Payroll	Employee 9
11/1/2017	Withdrawal Made in a Branch/Store	\$30,000.00	11/1/2017	\$30,000.00		Cashier's check: Employee 1	Payroll
11/1/2017	Withdrawal Made in a Branch/Store	\$6,179.08	11/1/2017	\$6,179.08		Cashier's check: VGP	Joe Kang Payroll for the month plus reimburse for gas
			11/1/2017		\$4,108.50	Invoice 13894: Print World	Printing
			11/1/2017		\$1,620.00	Invoice 4222: Chavez Embroidery	Embroidery
			11/1/2017		\$16.43	Invoice 781340: McLogan Supply	Vinyl
			11/1/2017		\$166.36	Staples receipt - debit payment	Office supplies
			11/1/2017		\$2,472.00	Invoice 781323: McLogan Supply	Vinyl
			11/1/2017		\$1,308.00	Invoice 781335: McLogan Supply	Vinyl
11/2/2017	Withdrawal Made in a Branch/Store	\$48,689.00	11/2/2017	\$18,689.00		Cashier's check: M & U Traders	Hoodies
			11/2/2017	\$25,000.00		Cashier's check: LA Society	Purchase of women's merchandise for Lady Baller
			11/2/2017		\$15.07	Receipt: Shellfuels	Gas/shop car
			11/3/2017		\$20.08	Receipt: Circle K	Gas/shop car
			11/4/2017		\$47.75	Receipt: USA Gas - debit payment	Gas/shop car
			11/6/2007		\$110.03	Receipt: Staples - debit payment	Office supplies
			11/7/2017		\$3,700.00	Invoice 13905: Print World	Printing
			11/7/2017		\$270.00	Invoice 00046: Bricio	Tags and labels
			11/8/2017		\$501.25	Invoice 783795: McLogan Supply	Vinyl
			11/8/2017		\$1,920.00	Invoice 13913: Print World	Printing
			11/9/2017		\$2,192.40	Invoice 20515: Two Times Two	Printing
			11/10/2017		\$35.00	Invoice 4724: TB PLASTICS	Shipping supplies
			11/11/2017		\$399.00	Invoice 003180: Pro Cap Inc	Headwear
			11/11/2017		\$5,382.00	Invoice 537015	Display boxes (no label on invoice)
			11/14/2017		\$90.00	Invoice 4732: White poly mailer	Shipping supplies
			11/14/2017		\$31.11	Receipt: Home depot - debit payment	Warehouse supplies
			11/14/2017		\$158.25	Invoice 3813: Twholesale	Shipping supplies
			11/15/2017		\$378.50	Invoice 78657: McLogan Supply	Vinyl
			11/15/2017		\$4.05	Receipt: Box City	Shipping
			11/15/2017		\$582.00	Invoice 4269: Chavez Embroidery	Embroidery
			11/16/2017		\$155.59	Receipt: Home Depot - debit payment	Warehouse supplies
			11/16/2017		\$360.00	Invoice: 7101 M & U Traders	Blank apparel
			11/16/2017		\$103.17	Invoice 785113: McLogan Supply	Vinyl
			11/17/2017		\$960.00	Invoice 7102: M & U Traders	Blank apparel
			11/21/2017		\$12,837.00	Invoice 13937: Print World	Printing
			11/21/2017		\$615.00	Invoice 3965: T Wholesale	Shipping supplies
			11/22/2017		\$1,944.00	Invoice 7103: M & U Traders	Blank apparel
			11/22/2017		\$294.00	Invoice 7106: M & U Traders	Blank apparel
			11/22/2017		\$152.18	Receipt: Staples (debit payment)	Office supplies
			11/22/2017		\$508.00	Invoice 786376: McLogan Supply	Vinyl

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			11/22/2017			\$2,668.00	Invoice 9444: Three Layer	Hoodies
			11/22/2017			\$370.76	Invoice 786315: McLogan Supply - Visa payment	Vinyl
			11/22/2017			\$30.00	Invoice 3999: T Wholesale	Shipping supplies
			11/23/2017			\$180.00	Invoice 7107: M & U Traders	Blank apparel
						\$340.00	Invoice 4019: T Wholesale	Shipping supplies
			11/24/2017			\$15.00	Invoice 4003: T Wholesale	Shipping supplies
			11/25/2017			\$179.29	UPS Store receipt - debit payment	Shipping supplies
			11/25/2017			\$1,233.00	Invoice 7109: M & U Traders	Blank apparel
11/27/2017	Withdrawal Made in a Branch/Store	\$8,000.00	11/27/2017			\$1,295.00	Invoice 9495: Three Layer	Hoodies
			11/27/2017			\$210.00	Invoice 28500: CB Cab Banks Corp	Hats
			11/27/2017			\$1,500.00	Invoice 4506: Chavenz Embroidery	Embroidery
			11/28/2017			\$210.00	Invoice 7110: M & U Traders	Blank apparel
			11/28/2017			\$3,638.11	Invoice 786953: McLogan Supply	Vinyl
			11/28/2017			\$183.00	Invoice 8859: V S Tees Inc	Blank apparel
			11/28/2017			\$129.60	Invoice 34103: Twholesale	Shipping supplies
			11/28/2017			\$100.00	Invoice 4079: Twholesale	Shipping supplies
			11/28/2017			\$1,020.60	Invoice 9517: Three Layer	Hoodies
			11/29/2017			\$83.83	Receipt for U-haul	U-haul rental
			11/29/2017			\$136.00	Invoice 7382891: TCI Supply Inc	Shipping supplies
			11/29/2017			\$544.00	Invoice 585855: TCI Supply Inc	Shipping supplies
			11/29/2017			\$25.00	Invoice 99159: Golden Plastic	Shipping supplies
			11/29/2017			\$765.00	Invoice 39010: TCI Supply Inc.	Shipping Supplies
11/30/2017	Withdrawal Made in a Branch/Store	\$7,000.00						
11/30/2017	Withdrawal Made in a Branch/Store	\$12,216.00	11/30/2017	\$12,216.00			Cashier's check: M & U Traders	Hoodies
11/30/2017	Withdrawal Made in a Branch/Store	\$10,000.00	11/30/2017	\$10,000.00			Cashier's check: Azhar Hameed	BBB Warehouse
			11/30/2017			\$11.22	Invoice 453093: ABC Sewing Machine Co.	Sewing supplies
			11/30/2017			\$1,368.00	Invoice 003350: Pro Cap Inc	Headwear
			11/30/2017			\$2,700.45	Invoice 20520: Two Times Two	Printing
			W1		\$552.00		Payroll	Employee 10
					\$552.00		Payroll	Employee 16
					\$534.00		Payroll	Employee 9
					\$480.00		Payroll	Employee 18
					\$540.00		Payroll	Employee 8
					\$540.00		Payroll	Employee 8
					\$546.00		Payroll	Employee 15
					\$408.00		Payroll	Employee 14
					\$540.00		Payroll	Employee 6
					\$1,250.00		Payroll	Employee 1
					\$900.00		Payroll	Employee 2
			W2		\$480.00		Payroll	Employee 16
					\$540.00		Payroll	Employee 8
					\$384.00		Payroll	Employee 6
					\$474.00		Payroll	Employee 9
					\$540.00		Payroll	Employee 11
					\$480.00		Payroll	Employee 15
					\$252.00		Payroll	Employee 14
					\$480.00		Payroll	Employee 10
					\$900.00		Payroll	Employee 2
					\$1,250.00		Payroll	Employee 1
					\$504.00		Payroll	Employee 18
			W3		\$570.00		Payroll	Employee 2
					\$1,250.00		Payroll	Employee 1
					\$606.00		Payroll	Employee 16
					\$330.00		Payroll	Employee 24
					\$564.00		Payroll	Employee 18
					\$600.00		Payroll	Employee 10
					\$576.00		Payroll	Employee 11
					\$600.00		Payroll	Employee 15
					\$390.00		Payroll	Employee 8
					\$522.00		Payroll	Employee 9
					\$390.00		Payroll	Employee 6
			W4		\$804.00		Payroll	Employee 2
					\$1,250.00		Payroll	Employee 1
					\$264.00		Payroll	Employee 14
					\$648.00		Payroll	Employee 16
					\$690.00		Payroll	Employee 10
					\$606.00		Payroll	Employee 9
					\$690.00		Payroll	Employee 8
					\$636.00		Payroll	Employee 6
					\$540.00		Payroll	Employee 7
					\$642.00		Payroll	Employee 11
					\$540.00		Payroll	Employee 13
					\$684.00		Payroll	Employee 11
					\$708.00		Payroll	Employee 18

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			12/1/2017			\$12.02	Receipt: Staples	Office supplies
			12/1/2017			\$172.80	Receipt: Pico Janitorial Supplies	Janitorial supplies
			12/1/2017			\$13.00	McLogan Supply	Vinyl
			12/2/2017			\$82.81	Contract No: 97690141	U-haul
			12/2/2017			\$26.00	Receipt: Star Gas	Gas
			12/4/2017			\$25.00	Receipt: Circle K	Gas
12/5/2017	Withdrawal Made in a Branch/Store	\$7,000.00						
			12/6/2017			\$2,736.00	Invoice 4530: Chavez Embroidery	Embroidery
			12/6/2017			\$898.00	Invoice 789143: McLogan	Vinyl
			12/6/2017			\$375.00	Invoice 49: Bricio Screen Print consultant	Size tags
12/7/2017	Withdrawal Made in a Branch/Store	\$9,000.00						
			12/8/2017			\$309.51	Receipt: Office Depot Office Max	Office supplies
			12/8/2017			\$16.74	Receipt: Staples	Shipping, office supplies
12/13/2017	Withdrawal Made in a Branch/Store	\$2,133.00						
12/14/2017	Withdrawal Made in a Branch/Store	\$9,000.00						
			12/18/2017			\$4,825.50	Invoice 13973: Print World	Screen printing
			12/18/2017			\$540.00	Invoice 3469: Pro Cap Inc.	Headwear
			12/19/2017			\$4,025.00	Invoice 4549: Chavez Embroidery	Embroidery
			12/20/2017			\$2,148.00	Invoice 7113: M & U Traders	Blank apparel
			12/20/2017			\$459.00	Invoice 122017: E2 Graphics Inc	Vinyl
12/21/2017	Withdrawal Made in a Branch/Store	\$9,000.00	12/21/2017			\$770.00	Invoice 4452: Tw wholesale	Shipping supplies
			12/22/2017			\$89.43	Receipt: The Home Depot	Warehouse supplies
12/27/2017	Withdrawal Made in a Branch/Store	\$9,000.00	12/27/2017			\$2,232.00	Invoice 7115: M & U Traders	Blank apparel
			12/27/2017			\$538.75	Invoice 793438: McLogan	Vinyl
			12/28/2017			\$8,994.00	Invoice 13991: Print World	Screen printing
			12/28/2017			\$8,605.08	Invoice 53805: Spectra	Blank tees
12/29/2017	Withdrawal Made in a Branch/Store	\$47,600.00	12/29/2017	\$4,600.00			Cashier's check: Santiago Salgado	Contractor to make shoe box
12/29/2017	Withdrawal Made in a Branch/Store	\$8,500.00	12/29/2017	\$20,000.00			Cashier's check: Employee 1	Payroll
			12/29/2017	\$23,000.00			Cashier's check: VGP	Joe Kang - Contracted Worker
			12/29/2017			\$5,442.00	Invoice 537018	Display boxes
			12/29/2017			\$18.60	Receipt: Staples	Office supplies
			Dec. 2017			\$5,147.50	Invoice : Lane Seven Apparel	Bland hoodies
			Dec. 2017			\$60.00	Invoice 10081: TCI Supply Inc.	Shipping supplies
			Dec. 2017			\$75.00	Invoice 3572: TBT Plastic Inc.	
			Dec. 2017			\$15.00	Invoice 3581:	Size lables
			W1		\$474.00		Payroll	Employee 9
					\$138.00		Payroll	Employee 25
					\$60.00		Payroll	Employee 5
					\$1,250.00		Payroll	Employee 1
					\$780.00		Payroll	Employee 2
					\$572.00		Payroll	Employee 7
					\$690.00		Payroll	Employee 6
					\$202.00		Payroll	Employee 16
					\$696.00		Payroll	Employee 8
					\$720.00		Payroll	Employee 10
					\$708.00		Payroll	Employee 18
					\$678.00		Payroll	Employee 11
					\$300.00		Payroll	Employee 14
					\$720.00		Payroll	Employee 13
					\$720.00		Payroll	Employee 15
			W2		\$576.00		Payroll	Employee 2
					\$1,250.00		Payroll	Employee 1
					\$354.00		Payroll	Employee 14
					\$594.00		Payroll	Employee 18
					\$552.00		Payroll	Employee 16
					\$570.00		Payroll	Employee 15
					\$570.00		Payroll	Employee 13
					\$504.00		Payroll	Employee 6
					\$432.00		Payroll	Employee 26
					\$429.00		Payroll	Employee 5
					\$480.00		Payroll	Employee 27
					\$588.00		Payroll	Employee 8
					\$618.00		Payroll	Employee 25
					\$540.00		Payroll	Employee 9
					\$570.00		Payroll	Employee 7
					\$540.00		Payroll	Employee 11
			W3		\$552.00		Payroll	Employee 2
					\$546.00		Payroll	Employee 3
					\$663.00		Payroll	Employee 5
					\$570.00		Payroll	Employee 6
					\$648.00		Payroll	Employee 14

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					\$540.00	Payroll	Employee 8
					\$540.00	Payroll	Employee 15
					\$456.00	Payroll	Employee 10
					\$546.00	Payroll	Employee 26
					\$450.00	Payroll	Employee 25
					\$546.00	Payroll	Employee 9
					\$492.00	Payroll	Employee 7
					\$456.00	Payroll	Employee 11
					\$420.00	Payroll	Employee 16
					\$828.00	Payroll	Employee 13
					\$1,250.00	Payroll	Employee 1
			W4		\$510.00	Payroll	Employee 14
					\$540.00	Payroll	Employee 3
					\$324.00	Payroll	Employee 18
					\$384.00	Payroll	Employee 13
					\$384.00	Payroll	Employee 15
					\$384.00	Payroll	Employee 26
					\$384.00	Payroll	Employee 8
					\$426.00	Payroll	Employee 25
					\$384.00	Payroll	Employee 8
					\$384.00	Payroll	Employee 9
					\$384.00	Payroll	Employee 7
					\$384.00	Payroll	Employee 11
					\$384.00	Payroll	Employee 16
					\$492.00	Payroll	Employee 18
					\$384.00	Payroll	Employee 10
					\$579.00	Payroll	Employee 4
					\$598.00	Payroll	Employee 5
					\$1,250.00	Payroll	Employee 1
					\$432.00	Payroll	Employee 2
1/2/2018	Withdrawal Made in a Branch/Store	\$8,000.00	1/2/2018		\$1,300.00	Invoice 1886: Crown and Brim Inc. db	Shorts/ Hats
			1/2/2018		\$133.54	Headcase	Office Supplies
			1/2/2018		\$2,070.00	Receipt: Staples	Caps
			1/2/2018			Invoice 3549: Pro Cap Inc.	
			1/2/2018		\$1,080.00	Invoice 000794120: McLogan Suplpy Co Inc.	Vinyl
1/3/2018	Withdrawal Made in a Branch/Store	\$9,000.00	1/3/2018		\$383.21	Receipt: Staples	Toner for Laser Printer
			1/4/2018		\$1,296.00	Invoice 1898: Crown and Brim Inc. dba	Hats
			1/5/2018		\$306.00	Headcase	Shipping Supplies
			1/5/2018		\$25.00	Invoice 4515: T Wholesale	Gas- Towncar
			1/5/2018		\$36.99	Receipt: Shell	Office Supplies- Clips
			1/8/2018		\$900.00	Receipt: Staples	Blank apparel
			1/8/2018		\$228.00	Invoice 7117: M & U Traders	Blank Hoodies
			1/9/2018		\$75.00	Invoice 10274: Three Layer	Shipping Supplies
			1/10/2018		\$1,458.00	Invoice 446: T Wholesale	Blank apparel
			1/10/2018		\$182.00	Invoice 7118: M & U Traders	Shipping Supplies
			1/11/2018		\$120.00	Invoice 4552: T Wholesale	Shipping Supplies
			1/11/2018		\$323.25	Invoice 4575: T Wholesale	TBD
			1/11/2018		\$135.00	Invoice Oline	Shipping Supplies
			1/12/2018		\$3,960.00	Invoice 4577: T Wholesale	Blank hoodies
			1/15/2018		\$2,142.00	Invoice 9-17318: Sun Apparel	Embroidery Services
			1/15/2018		\$14.51	Invoice 4607: Chavez Embroidery	Vinyl Supplies
			1/15/2018		\$40.00	Invoice 000796778: McLogan Supply Co. Inc.	Gas for shop car
			1/15/2018		\$1,389.00	Receipt: Chevron	Hats
			1/15/2018		\$201.00	Invoice 003626: Pro Cap Inc.	Blank hats
			1/17/2018		\$693.14	Invoice 29637: Cap Banks Corp.	Vinyl
			1/17/2018		\$888.00	Invoice 000797116: McLogan Supply Co. Inc.	Blank Hoodies
			1/18/2018		\$483.00	Invoice 10427: Three Layer	Shipping Supplies
			1/18/2018		\$40.00	Invoice 4687: T Wholesale	Shipping Supplies
			1/18/2018		\$50.00	Receipt 3793: TBT Plastic Inc.	Shipping Supplies
1/22/2018	Withdrawal Made in a Branch/Store	\$9,500.00	1/22/2018	\$2,142.00		Receipt 3797: TBT Plastic Inc.	Embroidery Services
1/22/2018	Withdrawal Made in a Branch/Store	\$46,500.00	1/22/2018	\$12,714.50		Cashier's Check: Chavez Embroidery	Print Services
1/22/2018	Withdrawal Made in a Branch/Store	\$22,856.50				Cashier's Check: Print World	
			1/23/2018		\$1,350.00	Invoice 000798463: McLogan Supply Co. Inc.	Vinyl
1/24/2018	Withdrawal Made in a Branch/Store	\$8,000.00					
			1/25/2018		\$284.69	Receipt: Harbor Freight Tools	Pallet Jack Shop
			1/25/2018		\$120.00	Invoice 4784: T Wholesale	Shipping Supplies
			1/26/2018		\$3,828.00	Invoice 4654: Chavez Embroidery	Embroidery Services
			1/30/2018		\$14.00	Invoice 4654: Chavez Embroidery	Car Wash
			1/30/2018		\$207.00	Car wash	Tees- Blank
			1/30/2018			Receipt 1620: VS Tees Inc.	

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			1/30/2018		\$50.00	Receipt: Circle K	Gasoline
			1/30/2018		\$97.91	Receipt: Five Guys	Lunch for Employee
			1/30/2018		\$1,450.00	Invoice 000799981: McLogan Supply Co. Inc.	Vinyl
			1/30/2018		\$60.00	Invoice 4843: T Wholesale	Shipping Supplies
			1/30/2018		\$340.00	Invoice 4840: T Wholesale	Shipping Supplies
1/31/2018	Withdrawal Made in a Branch/Store	\$5,000.00	1/31/2018		\$1,408.00	Invoice 4663: Chavez Embroidery	Embroidery
			Jan W1		\$428.00	Payroll	Employee 14
					\$510.00	Payroll	Employee 16
					\$444.00	Payroll	Employee 18
					\$384.00	Payroll	Employee 7
					\$288.00	Payroll	Employee 9
					\$384.00	Payroll	Employee 15
					\$384.00	Payroll	Employee 6
					\$348.00	Payroll	Employee 25
					\$384.00	Payroll	Employee 13
					\$384.00	Payroll	Employee 11
					\$384.00	Payroll	Employee 8
					\$540.00	Payroll	Employee 26
					\$780.00	Payroll	Employee 5
					\$900.00	Payroll	Employee 2
					\$1,250.00	Payroll	Employee 1
					\$630.00	Payroll	Employee 3
					\$873.50	Payroll	Employee 4
					\$468.00	Payroll	Employee 28
			Jan W2		\$525.00	Payroll	Employee 13
					\$604.50	Payroll	Employee 9
					\$168.00	Payroll	Employee 14
					\$900.00	Payroll	Employee 2
					\$534.00	Payroll	Employee 16
					\$600.00	Payroll	Employee 26
					\$564.00	Payroll	Employee 10
					\$611.00	Payroll	Employee 4
					\$598.00	Payroll	Employee 18
					\$585.00	Payroll	Employee 8
					\$540.00	Payroll	Employee 7
					\$558.00	Payroll	Employee 6
					\$585.00	Payroll	Employee 15
					\$617.50	Payroll	Employee 11
					\$494.00	Payroll	Employee 4
					\$624.00	Payroll	Employee 5
					\$1,250.00	Payroll	Employee 1
			Jan W3		\$900.00	Payroll	Employee 2*
					\$728.00	Payroll	Employee 9
					\$631.92	Payroll	Employee 14
					\$667.92	Payroll	Employee 25
					\$762.00	Payroll	Employee 6
					\$678.30	Payroll	Employee 10
					\$762.00	Payroll	Employee 7
					\$699.00	Payroll	Employee 26
					\$825.50	Payroll	Employee 15
					\$774.00	Payroll	Employee 13
					\$525.50	Payroll	Employee 8
					\$773.50	Payroll	Employee 11
					\$726.00	Payroll	Employee 16
					\$637.00	Payroll	Employee 4
					\$708.50	Payroll	Employee 5
					\$1,250.00	Payroll	Employee 1
			Jan W4		\$1,250.00	Payroll	Employee 1
					\$900.00	Payroll	Employee 2
					\$546.00	Payroll	Employee 18
					\$585.00	Payroll	Employee 9
					\$585.00	Payroll	Employee 11
					\$585.00	Payroll	Employee 15
					\$585.00	Payroll	Employee 8
					\$384.00	Payroll	Employee 16
					\$533.00	Payroll	Employee 4
					\$444.00	Payroll	Employee 14
					\$540.00	Payroll	Employee 7
					\$540.00	Payroll	Employee 13
					\$540.00	Payroll	Employee 26
					\$558.00	Payroll	Employee 10
					\$540.00	Payroll	Employee 6
					\$312.00	Payroll	Employee 3
			Jan W5		\$728.00	Payroll	Employee 5
					\$546.00	Payroll	Employee 25

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2/1/2018	Withdrawal Made in a Branch/Store	\$36,582.00	2/1/2018	\$20,921.00		Cashier's check: Print world	Screen printing Tees and hoodies
			2/1/2018	\$1,824.00		Cashier's check: Bryant Herrera	Reimbursement of supplies
			2/1/2018	\$3,233.00		Cashier's check: Two Times Two	Screen printing of tees and hoodies
			2/1/2018	\$2,064.00		Cashier's check: Three Layer	Hoodies
			2/1/2018		\$1,824.00	Invoice 000800727: McLogan Supply Co. Inc.	Vinyl
			2/1/2018		\$144.50	Receipt: Staples	Office Supplies
			2/2/2018		\$144.00	Invoice 8231: Big Bear Headwear Company, Inc.	Headwear
			2/3/2018		\$2,392.70	Invoice 127421: Direct Service Inc.	Embroidery
2/5/2018	Withdrawal Made in a Branch/Store	\$16,300.00	2/5/2018		\$379.50	Invoice 4671: Chavez Embroidery	Embroidery
			2/5/2018	\$10,598.38		Cahier's Check: TD Auto Finance	Auto Loan
			2/5/2018		\$120.00	Invoice 4942: T Wholesale	Shipping Supplies
			2/5/2018		\$190.00	Invoice 003736: Pro Cap Inc.	Headwear
			2/6/2018			Delivery Order DSIE18500038: Direct Service Inc.	This is a Transportation & Logistics company.
			2/8/2018		\$726.00	Invoice 4691: Chavez Embroidery	Embroidery
			2/8/2018		\$33.00	Receipt 1650: vs Tee Inc.	Tees
			2/8/2018		\$169.50	Invoice 4997: T Wholesale	Shipping Supplies
			2/8/2018		\$20.00	Receipt: Three Layer Sportswear	Blank Apparel
			2/8/2018		\$50.00	Receipt 6796: TBT Plastics	Shipping Supplies
			2/8/2018		\$10.35	Receipt: John Town Car Wash	Car wash For Shop Car
			2/9/2018		\$154.00	Invoice 5019: T Wholesale	Shipping Supplies
			2/9/2018		\$336.00	Receipt: Three Layer Sportswear	Blank Apparel
2/12/2018	Withdrawal Made in a Branch/Store	\$9,000.00	2/12/2018		\$1,440.00	Invoice 4694: Chavez Embroidery	Embroidery
			2/14/2018		\$58.86	Receipt 3726: VS Tees Inc.	Tees
			2/15/2018		\$379.50	Invoice 4671: Chavez Embroidery	Embroidery
2/16/2018	Withdrawal Made in a Branch/Store	\$9,500.00	2/16/2018		\$124.00	Invoice 5113: T Wholesale	Shipping Supplies
			2/19/2018		\$8,681.50	Invoice 4709: Chavez Embroidery	Embroidery
			2/19/2018		\$2,304.00	Receipt: Soo Chon	Embroidery
			2/19/2018		\$105.83	Receipt: Pico Janitorial Supplies	Janitorial Supplies
			2/20/2018		\$355.20	Invoice 000805097: McLogan Supply Co. Inc.	Vinyl
2/21/2018	Withdrawal Made in a Branch/Store	\$44,649.00	2/21/2018	\$5,442.00		Cashier's check: Santiago Salgado	Contracted Worker - Embroidery
2/21/2018	Withdrawal Made in a Branch/Store	\$9,000.00	2/21/2018	\$2,304.00		Cashier's check: Soo Chon	Apparel
2/21/2018	Withdrawal Made in a Branch/Store	\$6,500.00	2/21/2018	\$8,681.50		Cashier's check: Chavez Embroidery	Contractor to make shoe box
			2/21/2018	\$8,221.50		Cashier's check: Print World	Contracted Worker - Embroidery
			2/21/2018	\$20,000.00		Cashier's check: VCP	Vendor - printing
			2/21/2018		\$276.00	Receipt 3750: vs Tees Inc.	Tees
			2/22/2018		\$1,080.00	Invoice 000805790: McLogan Supply Co. Inc.	Vinyl
			2/22/2018		\$117.00	Invoice 000805792: McLogan Supply Co. Inc.	Vinyl
			2/22/2018		\$65.00	Receipt 1140: TBT Plastic Inc.	Shipping Supplies
			2/22/2018		\$24.75	Invoice 5194: T Wholesale	Shipping Supplies
			2/22/2018		\$62.00	Invoice 5192: T Wholesale	Shipping Supplies
			2/22/2018		\$286.00	Invoice 5180: T Wholesale	Shipping Supplies
			2/23/2018		\$188.40	Invoice 10970: Three Layer Sports Wear	Blank Hoodies
2/23/2018	Withdrawal Made in a Branch/Store	\$9,000.00	2/23/2018		\$62.00	Invoice 1267:	Tees for Lavar
			2/26/2018		\$940.25	Statement No. 1661: T Wholesale	Shipping Supplies
			2/26/2018		\$286.08	Invoice 000806806: McLogan Supply Co. Inc.	Vinyl
			2/26/2018		\$76.09	Receipt: Staples	Office Supplies
			2/28/2018		\$792.00	Invoice 4726: Chavez Embroidery	Embroidery
			2/28/2018		\$12.00	Invoice 000807255: McLogan Supply Co. Inc.	Vinyl
			2/28/2018		\$67.64	Receipt: Staples	Office Supplies
			Feb. 2018		\$120.00	Invoice 4727: Chavez Embroidery	Embroidery
			Feb. 2018		\$100.00	Invoice 5841: TBT Plastic Inc.	Shipping Supplies
			Feb. 2018		\$195.00	Invoice 6782: TBT Plastic Inc.	Shipping Supplies
			Feb. 2018		\$50.00	Invoice 6793: TBT Plastic Inc.	Shipping Supplies
			Feb W1		\$676.00	Payroll	Employee 5
					\$900.00	Payroll	Employee 2
					\$1,250.00	Payroll	Employee 7
					\$468.00	Payroll	Employee 4
					\$646.75	Payroll	Employee 3
					\$486.00	Payroll	Employee 7
					\$520.00	Payroll	Employee 8
					\$520.00	Payroll	Employee 15

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				\$520.00	Payroll	Employee 11
				\$480.00	Payroll	Employee 26
				\$480.00	Payroll	Employee 13
				\$480.00	Payroll	Employee 6
				\$552.00	Payroll	Employee 25
				\$480.00	Payroll	Employee 16
				\$572.00	Payroll	Employee 18
				\$480.00	Payroll	Employee 10
				\$528.00	Payroll	Employee 14
				\$520.00	Payroll	Employee 9
		Feb W2		\$318.00	Payroll	Employee 16
				\$540.00	Payroll	Employee 6
				\$585.00	Payroll	Employee 8
				\$1,250.00	Payroll	Employee 1
				\$900.00	Payroll	Employee 2
				\$402.00	Payroll	Employee 14
				\$588.00	Payroll	Employee 11
				\$480.00	Payroll	Employee 7
				\$455.00	Payroll	Employee 4
				\$624.00	Payroll	Employee 5
				\$598.00	Payroll	Employee 3
				\$432.00	Payroll	Employee 26
				\$585.00	Payroll	Employee 15
				\$540.00	Payroll	Employee 13
				\$528.00	Payroll	Employee 10
				\$450.00	Payroll	Employee 25
				\$592.00	Payroll	Employee 18
		Feb W3		\$565.50	Payroll	Employee 9
				\$416.00	Payroll	Employee 9
				\$312.00	Payroll	Employee 11
				\$624.00	Payroll	Employee 3
				\$1,250.00	Payroll	Employee 1
				\$900.00	Payroll	Employee 2
				\$500.50	Payroll	Employee 5
				\$252.00	Payroll	Employee 14
				\$288.00	Payroll	Employee 25
				\$288.00	Payroll	Employee 8
				\$288.00	Payroll	Employee 13
				\$533.00	Payroll	Employee 18
				\$520.00	Payroll	Employee 15
				\$180.00	Payroll	Employee 16
				\$288.00	Payroll	Employee 26
				\$175.00	Payroll	Employee 4
				\$288.00	Payroll	Employee 6
		Feb W4		\$156.00	Payroll	Employee 16
				\$390.00	Payroll	Employee 11
				\$1,250.00	Payroll	Employee 1
				\$416.00	Payroll	Employee 15
				\$288.00	Payroll	Employee 7
				\$312.00	Payroll	Employee 8
				\$288.00	Payroll	Employee 10
				\$288.00	Payroll	Employee 6
				\$416.00	Payroll	Employee 9
				\$228.00	Payroll	Employee 14
				\$409.50	Payroll	Employee 4
				\$409.50	Payroll	Employee 3
				\$900.00	Payroll	Employee 2
				\$520.00	Payroll	Employee 5
		3/5/2018		\$115.00	Invoice 3153: TBT Plastic Inc.	Shipping Supplies
		3/5/2018		\$170.00	Invoice 5330: T Wholesale	Shipping Supplies
		3/6/2018		\$27.00	Invoice 1353: VS Tees Inc.	Tees
		3/6/2018		\$312.00	Invoice 11142: Three Layer Sportswear	Shipping Supplies
		3/7/2018		\$30.00	Invoice 5372: T Wholesale	Shipping Supplies
		3/13/2018		\$308.00	Invoice 0157: Trim 4 less	Hang Tas String
		3/13/2018		\$77.96	Receipt: Pico Janitorial Supplies	Cleaning Supplies
		3/13/2018		\$60.00	Invoice 3174: TBT Plastic Inc.	Shipping Supplies
		3/15/2018		\$25.00	Invoice 3183: TBT Plastic Inc	Shipping Supplies
		3/15/2018		\$1,040.00	Invoice 000811211: McLogan Supply Co. Inc.	Vinyl
		3/16/2018		\$15.00	Invoice 718013: Cesar	Sewing supplies
		3/16/2018		\$138.00	Invoice 1391: VS Tees Inc.	Tees
3/19/2018	Withdrawal Made in a Branch/Store		\$7,000.00			
		3/19/2018		\$125.00	Invoice 3183: TBT Plastic Inc	Shipping Supplies
		3/19/2018		\$198.00	Invoice 5518: T Wholesale	Shipping Supplies
		3/19/2018		\$49.00	Invoice 11374: Three Layer Sportswear	Shipping Supplies

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			3/29/2018		\$360.00	Invoice 000812567: McLogan Supply Co. Inc.	Vinyl
			3/21/2018		\$228.00	Receipt: Pro Cap Inc.	Blank Caps
			3/21/2018		\$20.00	Invoice 3191: TBT Plastic Inc.	Shipping Supplies
			3/21/2018		\$49.28	Invoices 000812683: McLogan Supplies Co. Inc.	Vinyl
3/22/2018	Withdrawal Made in a Branch/Store	\$32,417.00	3/22/2018	\$11,917.00		Cashier's Check: M&U Traders	Blank Apparel
			3/22/2018	\$12,500.00		Cashier's Check: US Hosiery	Socks M-6
			3/22/2018		\$2,261.22	Invoice 000813039: McLogan Supply Co. Inc.	Vinyl
			3/22/2018		\$144.00	Invoice 4767: Chavez Embroidery	Embroidery
			3/22/2018		\$1,090.00	Invoice 004003: Pro Cap Inc.	Blank Caps
			3/22/2018		\$192.00	Invoice 8552: Big Bear Headwear Company, Inc.	Hats
			3/26/2018		\$78.00	Receipt: Three Layer Sportswear	Blank Apparel
			3/26/2018		\$228.00	Invoice 4017 w/receipt: Pro Cap Inc.	Blank caps
3/28/2018	Withdrawal Made in a Branch/Store	\$8,000.00					
3/29/2018	Withdrawal Made in a Branch/Store	\$7,000.00	3/29/2018		\$165.00	Invoice 0537024: Santiago	Light Boxes 202
3/30/2018	Withdrawal Made in a Branch/Store	\$8,000.00					
			Mar 2018			Invoice 9183:	Shipping Supplies
			Mar 2018		\$15.14	Invoice: ABC Sewing	Supplies
			Mar W1	\$210.00		Payroll	Employee 14
				\$461.80		Payroll	Employee 3
				\$1,250.00		Payroll	Employee 1*
				TBD		Payroll	Employee 2*
				\$156.00		Payroll	Employee 16
				\$416.00		Payroll	Employee 18
				\$288.00		Payroll	Employee 7
				\$422.50		Payroll	Employee 11
				\$403.00		Payroll	Employee 9
				\$312.00		Payroll	Employee 8
				\$288.00		Payroll	Employee 13
				\$416.00		Payroll	Employee 15
				\$288.00		Payroll	Employee 6
				\$288.00		Payroll	Employee 26
				\$422.50		Payroll	Employee 5
				\$499.00		Payroll	Employee 4
			Mar W2	\$174.00		Payroll	Employee 16*
				\$455.00		Payroll	Employee 3
				\$442.00		Payroll	Employee 18
				\$552.50		Payroll	Employee 5
				\$416.00		Payroll	Employee 8
				\$384.00		Payroll	Employee 6
				\$351.00		Payroll	Employee 4
				\$288.00		Payroll	Employee 13
				\$416.00		Payroll	Employee 15
				\$264.00		Payroll	Employee 14
				\$900.00		Payroll	Employee 2
				\$1,250.00		Payroll	Employee 1
			Mar W3	\$423.00		Payroll	Employee 5
				\$900.00		Payroll	Employee 2
				\$520.00		Payroll	Employee 9
				\$487.50		Payroll	Employee 11
				\$416.00		Payroll	Employee 15
				\$324.00		Payroll	Employee 26
				\$480.00		Payroll	Employee 13
				\$480.00		Payroll	Employee 7
				\$520.00		Payroll	Employee 18
				\$533.00		Payroll	Employee 3
				\$565.50		Payroll	Employee 4
				\$372.00		Payroll	Employee 14
				\$174.00		Payroll	Employee 16
				\$312.00		Payroll	Employee 8*
			Mar W4	\$416.00		Payroll	Employee 15
				\$1,250.00		Payroll	Employee 1*
				\$288.00		Payroll	Employee 26
				\$442.00		Payroll	Employee 4
				\$546.00		Payroll	Employee 3*
				\$360.00		Payroll	Employee 14
				\$384.00		Payroll	Employee 16
				\$520.00		Payroll	Employee 9
				\$492.00		Payroll	Employee 7
				\$423.00		Payroll	Employee 11
				\$492.00		Payroll	Employee 6

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				\$618.00	Payroll	Employee 5
				\$384.00	Payroll	Employee 13
				\$520.00	Payroll	Employee 18
				\$900.00	Payroll	Employee 2
			4/2/2018	\$31.00	Invoice 9191: T&L Plastics	Clear poly bags
			4/4/2018	\$398.00	Invoice: T Wholesale	Shipping Supplies
			4/4/2018	\$43.80	Walsh Super Service	Shop car, car wash
			4/5/2018	\$1,800.00	Invoice 4808: Chavez Embroidery	Embroidery
4/6/2018	Withdrawal Made in a Branch/Store	\$9,000.00	4/6/2018	\$136.00	Invoice 132565: Ace Screen Printing Supply	Shop Equipment
			4/9/2018	\$300.00	Invoice 817301: McLogan Supply co. Inc.	Vinyl
4/10/2018	Withdrawal Made in a Branch/Store	\$8,500.00	4/10/2018	\$121.51	Receipts: Staples	Office Supplies
			4/10/2018	\$15.00	Invoice 8033: TBT Plastic Inc.	Shipping Supplies
			4/12/2018	\$162.00	Invoice 11750: Three Layer	Blank hoodies
4/13/2018	Withdrawal Made in a Branch/Store	\$8,520.00	4/13/2018	\$2,520.00	Cashier's check: Chavez Embroidery	
			4/13/2018	\$1,392.00	Invoice 4812: Chavez Embroidery	Embroidery
			4/16/2018	\$238.00	Invoice 1493: VS Tees Inc.	Blank Tees
			4/16/2018	\$54.00	Invoice 1494: VS Tees Inc.	Blank Tees
			4/16/2018	\$93.00	Parking Citation	Parking Ticket
4/19/2018	Withdrawal Made in a Branch/Store	\$8,000.00				
			4/20/2018	\$139.50	Order number 30812631	Blank hoodies
			4/20/2018	\$25.00	Invoice 7491: TBT Plastic Inc.	Shipping Supplies
			4/20/2018	\$288.00	Invoice 4835: Chavez Embroidery	Embroidery
			4/25/2018	\$78.13	Receipts: Home Depot	Shop Supplies
4/26/2018	Withdrawal Made in a Branch/Store	\$7,860.00	4/26/2018	\$330.00	Invoice 4853: Chavez Embroidery	Embroidery
4/27/2018	Withdrawal Made in a Branch/Store	\$4,800.00				
			Apr W1	\$1,250.00	Payroll	Employee 1
				\$900.00	Payroll	Employee 2
				\$513.50	Payroll	Employee 3
				\$195.00	Payroll	Employee 4
				\$624.00	Payroll	Employee 5
				\$288.00	Payroll	Employee 6
				\$288.00	Payroll	Employee 7
				\$312.00	Payroll	Employee 8
				\$416.00	Payroll	Employee 9
				\$429.00	Payroll	Employee 10
				\$435.50	Payroll	Employee 11
				\$288.00	Payroll	Employee 12
				\$288.00	Payroll	Employee 13
				\$402.00	Payroll	Employee 14
				\$416.00	Payroll	Employee 15
				\$384.00	Payroll	Employee 16
			Apr W2	\$247.00	Payroll	Employee 4
				\$192.00	Payroll	Employee 12
				\$494.00	Payroll	Employee 3
				\$1,250.00	Payroll	Employee 1
				\$292.50	Payroll	Employee 9
				\$192.00	Payroll	Employee 17
				\$325.00	Payroll	Employee 11
				\$24.00	Payroll	Employee 16
				\$104.00	Payroll	Employee 8
				\$312.00	Payroll	Employee 15
				\$96.00	Payroll	Employee 13
				\$292.50	Payroll	Employee 18
				\$96.00	Payroll	Employee 6
				\$900.00	Payroll	Employee 2
				\$384.00	Payroll	Employee 5*
				\$24.00	Payroll	Employee 16*
			Apr W3	\$195.00	Payroll	Employee 5
				\$383.50	Payroll	Employee 4
				\$104.00	Payroll	Employee 15
				\$364.00	Payroll	Employee 3
				\$900.00	Payroll	Employee 2
				\$312.00	Payroll	Employee 18
				\$208.00	Payroll	Employee 9
				\$208.00	Payroll	Employee 11
				\$1,250.00	Payroll	Employee 1
			Apr W4	\$374.50	Payroll	Employee 18
				\$429.00	Payroll	Employee 5
				\$254.00	Payroll	Employee 11
				\$1,250.00	Payroll	Employee 1
				\$286.00	Payroll	Employee 4

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				\$358.00	Payroll	Employee 3
				\$319.00	Payroll	Employee 9
				\$60.00	Payroll	Employee 14
				\$900.00	Payroll	Employee 2
		5/2/2018		\$360.00	Invoice 823161: McLogan Supply	Vinyl
		5/2/2018		\$360.00	Invoice 4871: Chavez	
		5/7/2019		\$245.61	Receipt: Lowe's	Shop tools/supply
		5/8/2018		\$40.00	Receipt: Arco Gasoline	Gas
		5/8/2018		\$12.21	Receipt: Arco Gasoline	Gas
		5/8/2018		\$156.00	Inc.	Fire Extinguisher
		5/9/2018		\$648.00	Invoice 12089: Three Layer	Blank hoodies
		5/9/2018		\$39.00	Receipt: Circle K	Gas
		5/10/2018		\$79.00	Invoice 5820: T Wholesale	Shipping supplies
		5/11/2018		\$894.00	Invoice 825630: McLogan Supply Co.	Vinyl
		5/11/2018		\$1,296.00	Invoice 4891: Chave Embroidery	Embroidery
		5/11/2018		\$348.00	Invoice 4892: Chavez Embroidery	Embroidery
					Invoice 8946: Big Bear Headwear	
		5/11/2018		\$208.25	Company	Hats
		5/14/2018		\$129.50	Invoice 5849: T Wholesale	Shipping Supplies
		5/18/2018		\$32.84	Receipt: Staples	Copy paper
		5/18/2018		\$120.36	Order number 141227603-001	JBA copies
					Receipt/invoice 828676: McLogan	
		5/23/2018		\$780.00	Supply	Vinyl
		5/25/2018		\$76.09	Receipt: Staples	Toner
		5/29/2018		\$168.00	Invoice 12278: Three Layer	Blank hoodies
		May 2018		\$47.09	Invoice: ABC Sewing	Sewing supplies
		May 2018			Receipt: Budget	Car rental
		May W1		\$396.50	Payroll	Employee 2*
				\$312.00	Payroll	Employee 9
				\$405.00	Payroll	Employee 5
				\$294.00	Payroll	Employee 14
				\$396.50	Payroll	Employee 18
				\$483.00	Payroll	Employee 3
				\$253.50	Payroll	Employee 11
				\$1,250.00	Payroll	Employee 1*
				\$299.00	Payroll	Employee 4
		May W2		\$330.00	Payroll	Employee 14
				\$442.00	Payroll	Employee 5
				\$403.00	Payroll	Employee 18
				\$357.50	Payroll	Employee 3
				\$462.00	Payroll	Employee 2*
				\$266.50	Payroll	Employee 11*
				\$396.50	Payroll	Employee 4
				\$312.00	Payroll	Employee 15
				\$292.50	Payroll	Employee 9
				\$192.00	Payroll	Employee 12
				\$377.00	Payroll	Employee 4
				\$273.00	Payroll	Employee 11
		May W3		\$455.00	Payroll	Employee 5*
				\$520.00	Payroll	Employee 3
				\$312.00	Payroll	Employee 9
				\$150.00	Payroll	Employee 16
				\$198.00	Payroll	Employee 14
				\$192.00	Payroll	Employee 12
				\$1,250.00	Payroll	Employee 1*
				\$408.20	Payroll	Employee 18
				\$312.00	Payroll	Employee 15
		May W4		\$276.00	Payroll	Employee 14
				\$500.50	Payroll	Employee 3
				\$1,250.00	Payroll	Employee 1*
				\$104.00	Payroll	Employee 2*
				\$312.00	Payroll	Employee 18
				\$312.00	Payroll	Employee 15
				\$364.00	Payroll	Employee 11
				\$403.00	Payroll	Employee 9
				\$448.50	Payroll	Employee 4
				\$487.50	Payroll	Employee 5
		May W5		\$364.00	Payroll	Employee 5
				\$273.00	Payroll	Employee 4
				\$331.50	Payroll	Employee 3
				\$900.00	Payroll	Employee 2
				\$1,250.00	Payroll	Employee 1*
				\$399.75	Payroll	Employee 18
				\$174.00	Payroll	Employee 16
				\$416.00	Payroll	Employee 15
				\$416.00	Payroll	Employee 9
				\$377.00	Payroll	Employee 11
		Jun W1		\$324.00	Payroll	Employee 14

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					\$513.50	Payroll	Employee 3
					\$386.75	Payroll	Employee 2*
					\$388.70	Payroll	Employee 18
					\$422.50	Payroll	Employee 5
					\$192.00	Payroll	Employee 16
					\$416.00	Payroll	Employee 15
					\$416.00	Payroll	Employee 9
					\$1,250.00	Payroll	Employee 1*
					\$409.00	Payroll	Employee 11
			Jun W2		\$442.00	Payroll	Employee 4
					\$494.00	Payroll	Employee 5
					\$372.00	Payroll	Employee 13
					\$487.50	Payroll	Employee 2*
					\$1,250.00	Payroll	Employee 3*
					\$449.00	Payroll	Employee 9
					\$585.50	Payroll	Employee 18
					\$455.00	Payroll	Employee 11
					\$192.00	Payroll	Employee 16
					\$102.00	Payroll	Employee 19
			6/1/2018		\$580.00	Invoice IN000830542: Supply Co. Inc.	Vinyl
			6/1/2018		\$45.34	Receipt: Pico Janitorial Supplies	Shop cleaning supplies
			6/4/2018		\$13.00	Receipt: San Pedro Express Car Wash (2:25 pm)	Car Wash - Shop car
			6/4/2018		\$13.00	Receipt: San Pedro Express Car Wash (2:26 pm)	Car Wash - Shop car
			6/5/2018		\$684.00	Invoice 4935: Chavez Embroidery	Embroidery
			6/7/2018		\$518.00	Invoice 569925: Event Step & Repeat	JBA/BBB Step & Repeat
			6/11/2018		\$75.36	Receipt: The Home Depot	Supplies for shop
			6/12/2018		\$485.00	Invoice 004801: Pro Cap Inc.	Blank Hats
6/14/2018	Withdrawal Made in a Branch/Store	\$61,808.59					
6/18/2018	Withdrawal Made in a Branch/Store	\$6,500.00					
6/19/2018	Withdrawal Made in a Branch/Store	\$4,548.00					
			6/13/2018		\$30.00	Invoice 8081: TBT Plastic Inc.	Shipping Supplies
			6/20/2018		\$152.00	Invoice 004500: Pro Cap Inc.	Blank Hats
6/22/2018	Withdrawal Made in a Branch/Store	\$955.90					
			6/27/2018	\$5,000.00		Cashier's check: James Roulette	JBA Driver services Payroll
			6/27/2018	\$7,000.00		Cashier's check: Christian Gutierrez	JBA Driver services Payroll
			6/27/2018	\$16,681.38		Cashier's check: Brodertwon Hampton Inn	JBA Hotel payments for players
6/27/2018	Withdrawal Made in a Branch/Store	\$9,000.00	6/27/2018	\$7,365.60		Cashier's check: Brodertwon Hampton Inn	JBA Hotel payments for players
6/29/2018	Withdrawal Made in a Branch/Store	\$22,085.70	6/29/2018	\$22,085.70		Cashier's check: Holiday Inn Laguardia	JBA Hotel payments for players
6/29/2018	Withdrawal Made in a Branch/Store	\$9,000.00	6/29/2018		\$342.00	Invoice 004568: Pro Cap Inc.	Blank Hats
			6/29/2018		\$17.75	Invoice 6907: TWholesale	Shipping supplies
7/2/2018	Withdrawal Made in a Branch/Store	\$25,000.00	7/2/2018	\$10,000.00		Cashier's check: Sugarloaf Center	JBA venue
			7/2/2018	\$15,000.00		Cashier's check: Sugarloaf Center	JBA venue
			7/5/2018		\$68.00	Invoice 6965: TWholesale	Ship Supplies
			7/9/2018	\$1,500.00		Cashier's check: David Chisholm	Payroll
			7/9/2018	\$30,648.73		Cashier's check: US Bank	Business Loan payoff used to fund BBB
			7/9/2018	\$1,500.00		Cashier's check: Kurt Robison	Payroll
			7/14/2018	\$2,000.00		Cashier's check: James Roulette	JBA Driver service Payroll
			7/17/2018		\$172.00	Invoice 4650: Pro Cap Inc.	Blank Hats
7/26/2018	Withdrawal Made in a Branch/Store	\$17,000.00					
7/26/2018	Withdrawal Made in a Branch/Store	\$6,040.00					
7/27/2018	Withdrawal Made in a Branch/Store	\$34,805.91	7/27/2018	\$34,080.88		Cashier's check: Country Inn & Suites	Lodging for JBA players
			7/27/2018	\$5,000.00		Cashier's check: Houston EA Foundation	JBA Coach Wayne Merino Payroll
			7/27/2018	\$8,000.00		Cashier's check: I Hoop Gear	JBA Coach Wayne Merino Payroll
			7/27/2018	\$27,735.61		Cashier's check: Holiday Inn Orange County	JBA Hotel Payment for players
			7/11/2018		\$828.00	Invoice 12662: Three Layer	Blank Hoodies
			7/12/2018		\$72.00	Invoice 4981: Chavez Embroidery	Embroidery
			7/25/2018		\$45.68	Receipt: Circle M 48	Gasoline
7/30/2018	Withdrawal Made in a Branch/Store	\$6,500.00	7/30/2018		\$1,074.00	Invoice 5035: Chavez Embroidery	Embroidery
7/31/2018	Withdrawal Made in a Branch/Store	\$7,000.00	7/31/2018		\$238.50	Invoice INV-099771: Latham Time	Payroll
			7/31/2018		\$94.50	Invoice 4320: Sky Sports	Blank tees for Lavar

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			7/31/2018			\$60.00	Receipt: CHL Trading	Hats
			8/1/2018			\$1,722.25	Invoice 20541: Two Times Two	Screenprinting
			8/2/2018			\$556.00	Receipt: Spirit Airlines	Luggage Pop-up
			8/4/2018			\$327.00	Receipt: Spirit Airlines	Luggage
			8/6/2018			\$770.00	Invoice 004850: Pro Cap Inc.	Hats
			8/6/2018			\$938.00	Receipt: McLogan Supply	Vinyl
8/7/2018	Withdrawal Made in a Branch/Store	\$5,925.00						
			8/8/2018			\$309.00	Invoice 5067: VS Tees Inc.	Blank Tees
			8/8/2018			\$90.00	Invoice 8474: TBT Plastic Inc.	Ship Supplies
			8/8/2018			\$99.00	Receipt: VS Tees Inc.	Tees Blank
			8/9/2018			\$40.00	Invoice: 8483: TBT Plastic Inc	Ship Supplies
			8/13/2018			\$72.94	Receipt: Arco Gasoline	Gasoline
			8/14/2018			\$135.29	Receipt: Pico Janitorial Supplies	Cleaning Shop Supplies
			8/14/2018			\$35.00	Invoice 8357: TBT Plastic Inc.	Ship Supplies
8/15/2018	Withdrawal Made in a Branch/Store	\$4,090.68	8/15/2018			\$16.84	Receipt: Home Depot	Shop Supplies
8/15/2018	Withdrawal Made in a Branch/Store	\$8,000.00						
			8/16/2018			\$1,866.00	Invoice 5068: Chavez Embroidery	Embroidery
			8/18/2018			\$700.00	Receipt: VS Tees Inc.	Tees
			8/21/2018			\$285.00	Invoice: T Wholesale	Ship Supplies
			8/21/2018			\$66.00	Invoice 9266: TBT Plastic Inc.	Ship Supplies
			8/22/2018			\$2,009.35	Receipt: Samy's Camera	Camera Lights
			8/22/2018			\$63.00	Invoice 8385: TBT Plastic Inc.	Ship Supplies
			8/24/2018			\$300.00	Invoice IN000850008 McLogan Supply	Vinyl
			8/28/2018			\$273.48	Invoice IN000850008 McLogan Supply	Vinyl
			8/29/2018			\$37.22	Receipt: Staples	Copy Paper
			8/6/2018	\$4,987.97			Cashier's check: Cal State LA	JBA Venue rental for JBA play off games
			8/6/2018	\$8,500.00			Cashier's check: Houston EA Foundation	JBA Coach Wayne Merino Payroll
			8/6/2018	\$13,500.00			Cashier's check: I Hoop Gear	JBA Coach Wayne Merino Payroll
			8/6/2018	\$5,000.00			Cashier's check: Cal State LA	JBA Venue rental for JBA play off games
			8/6/2018	\$5,250.00			Cashier's check: Briane Jones	purchase
			8/7/2018	\$2,925.00			Cashier's check: Starway Productions	Lighting for JBA event
			8/10/2018	\$3,000.00			Cashier's check: David Chisholm	Photographer for JBA event
			Aug. 2018			\$234.00	Receipt: CHL Trading	Hats
			9/5/2018			\$714.10	Receipt: Three Layer Sportswear	Blank Hoodies
			9/5/2018			\$308.78	Receipt: McLogan Supply	Vinyl
			9/5/2018			\$216.00	Receipt: McLogan Supply	Vinyl
			9/5/2018			\$537.87	Receipt: McLogan Supply	Vinyl
			9/5/2018			\$59.70	Invoice 2225	Hang tag string
			9/5/2018			\$629.40	Receipt: Three Layer Sportswear	Blank Hoodies
9/7/2018	Withdrawal Made in a Branch/Store	\$11,288.83	9/7/2018	\$6,100.00			Cashier's check: LADWP	BBB warehouse electric bill
			9/7/2018	\$9,204.00			Cashier's check: Cynthia Rangel	players
			9/7/2018	\$900.00			Cashier's check: Kevin Herrera	JBA Payroll
			9/7/2018	\$5,490.00			Cashier's check: Bryant F. Herrera	JBA reimbursement for JBA travel expenses/Pop up shops
			9/9/2018			\$68.94	Receipt: Smart & Final	Bags for Pop-ups
			9/9/2018			\$23.00	Receipt: Seaport Village	Parking Pop-Up
			9/9/2018			\$70.55	Receipt: G&M Oil	Gas for Uhaul
			9/10/2018			\$6,100.00	Receipt: Department of Water and Power	LADWP Bill
			9/10/2018			\$19.85	Receipt: Arco Gas	Gas for U-haul
			9/10/2018			\$177.79	Receipt: U-haul	Car rental
			9/10/2018			\$600.00	Receipt: McLogan Supply	Vinyl
			9/10/2018	\$5,137.00			Cashier's Check: Discover	Credit Card Pay
			9/11/2018			\$70.00	Invoice 9403: TBT Plastic Inc.	Ship Supplies
			9/12/2018			\$381.60	Invoice 9652: M&U Traders	Blank apparel
			9/13/2018			\$381.00	Receipt: Pro Cap Inc.	Blank Hats
			9/13/2018			\$45.00	Invoice 9406: TBT Plastic Inc.	Ship Supplies
			9/13/2018			\$1,116.00	Invoice 9651: 9651	Blank Apparel
9/14/2018	Withdrawal Made in a Branch/Store	\$33,890.60	9/14/2018	\$9,130.26			Cashier's check: American Express	Joe Kang reimbursement for supplies and BB B expenses
			9/14/2018	\$4,778.00			Cashier's check: M & U Traders	Hoodies and tees
			9/14/2018	\$8,111.32			Cashier's check: VGP	Joe Kang monthly payroll of \$5k and reimbursemnts for tees
			9/14/2018	\$5,935.68			Cashier's check: DSI	Ball Estate electronic smart home repairs
			9/14/2018	\$5,935.34			Cashier's check: Citi Bank	Pay credit card for JBA travel expenses reimbursements

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			9/15/2018	\$2,500.00		Cashier's check: Charles Obannon Sr.	JBA Coach Payroll
9/17/2018	Withdrawal Made in a Branch/Store	\$2,500.00	9/17/2018		\$500.00	Receipt: Pro Cap Inc.	Blank Hats
9/18/2018	Withdrawal Made in a Branch/Store	\$8,630.00	9/18/2018	\$3,630.00		Cashier's check: Lane Seven Apparel	Hoodies
			9/18/2018		\$725.92	Receipt: Costco	Luggage for Pop-Up
9/19/2018	Withdrawal Made in a Branch/Store	\$21,730.00	9/19/2018	\$20,000.00		Cashier's check: VGP	Joe Kang advance Payroll and reimbursement for tees
			9/19/2018	\$1,730.00		Cashier's check: Bryant Herrera	Reimbursement for BBB supplies
			9/19/2018		\$790.95	Invoice IN000856179: McLogan Supply	Vinyl
			9/19/2018		\$857.87	Receipt: Costco	Luggage for Pop-Up
			9/19/2018		\$188.26	Receipt: Box City	Ship Supplies
9/20/2018	Withdrawal Made in a Branch/Store	\$5,600.00	9/20/2018	\$2,000.00		Cashier's check: Emmanuell V Alvarez	Payroll for JBA Announcing of games
			9/20/2018	\$3,600.00		Cashier's check: Home Health Consulting	JBA Coach Wayne Merino payroll
			9/20/2018		\$25.15	Big 5 Sporting Goods	JBA Pumps
9/21/2018	Withdrawal Made in a Branch/Store	\$1,837.00	9/21/2018	\$1,837.00		Cashier's check: Chavez Embroidery	Hats embroidered
9/24/2018	Withdrawal Made in a Branch/Store	\$3,000.00	9/24/2018	\$3,000.00		Cashier's check: Bryant Herrera	JBA reimbursement for travel
			9/24/2018	\$2,687.50		Cashier's check: Two Times Two	Screen printing for tees and hoodies
			9/24/2018		\$745.00	Local Trash Hauling	Trash Pickup at Shop
			9/25/2018		\$75.00	Invoice 4049: TBT Plastic Inc.	Ship supplies
			9/27/2018		\$120.00	Invoice 8398: TBT Plastic Inc.	Ship supplies
			Sept. 2018		\$90.00	Invoice 9294: TBT Plastic Inc.	Ship supplies
			Sept. 2018		\$364.80	Invoice: Three Layer Sportswear	Hoodies
			Sept. 2018		\$348.00	Invoice: Three Layer Sportswear	Blank hoodies
			Sept. 2018		\$269.40	Invoice: Three Layer Sportswear	Blank hoodies
			10/2/2018		\$3,727.81	Invoice F0C5933036: Star Ford Lincoln	
			10/5/2018		\$300.00	Invoice: BRICIO	Tags/tshirts
			10/5/2018		\$220.00	Invoice 5112: Pro Cap Inc	Headwear/blanks
			10/5/2018		\$475.00	Invoice 5246: Chavez Embroidery	Inventory
10/18/2018	Withdrawal Made in a Branch/Store	\$3,000.00	10/18/2018	\$3,600.00		Cashier's check: Home Health Consulting	JBA Coach Wayne Merino payroll
10/18/2018	Withdrawal Made in a Branch/Store	\$6,000.00	10/18/2018	\$1,300.00		Cashier's check: Peppi Smith	JBA travel and payroll
			10/18/2018	\$1,100.00		Cashier's check: Cameron Foreman	JBA Player payroll
10/19/2018	Withdrawal Made in a Branch/Store	\$4,765.88					
			10/21/2018		\$4,600.00	Invoice 0537013: Santiago, independent contractor	Acrylic display boxes
			10/29/2018		\$1,039.00	Invoice 5538: Chavez Embroidery	Embroidery
			10/30/2018		\$25.00	Invoice 3205:	Tape/supplies
			Oct. 2018		\$453.46	Receipt: CheapOair.com	Airline ticket/pop-up
			Oct. 2018		\$720.00	Invoice 5267: Chavez Embroidery	Inventory
			11/1/2018		\$400.00	Receipt: ANZ LAXATO	Pop-up shop airline tickets
			11/2/2018		\$2,280.00	Stock Order CA009461	Blank hoodies
11/6/2018	Withdrawal Made in a Branch/Store	\$5,200.00	11/6/2018	\$1,200.00		Cashier's check: NYANG WEX	JBA Player Pay
			11/6/2018		\$131.11	Receipt: Staples	Toner/office supplies
			11/7/2018		\$1,000.00	Invoice 868390: McLogan	Vinyl
			11/8/2018		\$6,559.20	Stock Order CA009563: Lane Seven	Blank hoodies
			11/8/2018	\$2,400.00		Cashier's check: Deon Lyle	JBA Player Payroll
			11/8/2018	\$2,391.00		Cashier's check: Cynthia Rangel	JBA travel reimbursement for players
			11/12/2018		\$174.00	Receipt: Three Layer Sportswear	Blank hoodies
			11/16/2018		\$170.00	Invoice 7497: TBT Plastic Inc	Shipping Supplies
			11/16/2018		\$516.19	Invoice 870821: McLogan	Vinyl
11/19/2018	Withdrawal Made in a Branch/Store	\$5,141.00	11/19/2018	\$5,141.00		Cashier's check: Cynthia Rangel	JBA travel reimbursement for players
			11/19/2018		\$20.00	Receipt: Shell	Gas shop car
			11/21/2018		\$1,567.60	Invoice 63623: Spectra	Blanks
			11/26/2018		\$175.56	Order no. 113-9441535-1537058: Amazon.com	Ship labels
			11/27/2018	\$112,472.00		Cashier's check: California Dept. of Tax and Fee Admin	888 sales tax payment for CA
			11/27/2018	\$21,497.00		Cashier's check: Los Angeles County Tax Collector	888 warehouse property tax for 209 E 32nd St property
			11/28/2018		\$85.73	Receipt: The Flame Broiler	Employee lunch
			11/28/2018		\$6.57	Receipt: The Flame Broiler	Employee lunch
			11/28/2018		\$8,358.20	Invoice 20060: Two Times Two	Screen printing

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1			11/28/2018		\$10.47	Receipt: 7-Eleven	Employee lunch
2			11/29/2018		\$126.00	Invoice 7059: TBT Plastic Inc	Shipping Supplies
3			11/29/2018		\$1,747.62	Invoice 268887: Insta Graphic System	Shop equipment
4			11/29/2018		\$32,647.05	Invoice 63762: Spectra	Blank tees
5			11/29/2018		\$148.92	Invoice 144654: ACE Screen Printing Supply	Shop equipment
6			11/30/2018		\$1,584.00	Invoice 5389: Smart	Blank shorts
7			11/30/2018		\$244.75	Invoice 871498: McLogan	Vinyl
8			11/30/2018		\$81.57	Receipt: Office Depo Office Max	Toner
9			11/30/2018		\$121.13	Receipt: The Flame Broiler	Employee lunch
10			Nov. 2018		\$135.19	Receipt: Tom's	Employee lunch
11			Nov. 2018		\$126.00	Invoice 7060: TBT Plastic Inc	Shipping Supplies
12			Nov. 2018				Illegible
13			Nov. 2018				Illegible
14			12/1/2018		\$34.49	Receipt: Chick Fila	Employee lunch
15			12/3/2018		\$779.90	Invoice 217651: LA Carton	Shipping supplies
16			12/4/2018		\$317.00	Receipt: DMV	Shop car registration
17			12/5/2018		\$45.00	Receipt: TBT Plastic Inc	Shipping Supplies
18			12/5/2018		\$38.31	Receipt: Staples	Copy paper
19			12/6/2018		\$176.97	Receipt: Enterprise	Car rental/pop-up
20			12/6/2018		\$84.98	Receipt: Amazon.com	Shipping labels
21			12/6/2018		\$21,495.74	Receipt: LA County Treasurer/Tax	Property taxes BBB shop
22			12/6/2018		\$10.00	Receipt: Athena Parking	Parking
23			12/7/2018		\$225.00	Order 3272: VGP Graphics	Vinyl
24			12/7/2018		\$10.78	Receipt: McLogan Supply	Vinyl
25			12/8/2018		\$21.13	Receipt: Jack in the Box	Employee lunch
26			12/8/2018		\$97.98	Receipt: Amazon.com	Shipping labels
27			12/8/2018		\$116.40	Receipt: Pico Janitorial	Cleaning supplies
28			12/8/2018		\$43.75	Receipt: Pico Janitorial	Cleaning supplies
29			12/11/2018		\$99.46	Receipt: UPS Store	Shipping
30			12/11/2018		\$765.00	Invoice 1326: McLogan	Vinyl
31			12/12/2018		\$5,179.30	Invoice 20061: Two Times Tow	Screen printing
32			12/12/2018		\$40.00	Receipt: Marquez Service Station	Gas for shop car
33			12/14/2018		\$169.67	Receipt: Staples	Office cleaning
34			12/17/2018		\$665.40	Invoice 15383: Three Layer	Blank hoodies
35			12/18/2018		\$105.00	Receipt: TBT Plastic Inc	Shipping supply
36			12/18/2018		\$65.00	Receipt: TBT Plastic Inc	Shipping supply
37			12/18/2018		\$216.90	Invoice 2091: McLogan	Vinyl
38			12/18/2018		\$148.92	Invoice 145636: Ace Screen printing	Shop equipment
39			12/18/2018		\$336.81	Receipt: VS Tees Inc	Blank tees
40			12/18/2018		\$220.00	Receipt: American Airline	Pop-up shop luggage airline tickets for David Chisholm
41			12/18/2018		\$220.00	Receipt: American Airline	Pop-up shop luggage airline tickets for Kevin Herrera
42			12/18/2018		\$1,250.00	Deposit slip: Bank of America	Payroll employee
43			12/19/2018		\$296.37	Receipt: Hampton Inn	Pop-up travel hotel
44			12/19/2018		\$35.97	Receipt: VS Tees Inc	Blank tees
45			12/19/2018		\$1,152.00	Invoice 995: Embroidery/Daniel Palafox	Embroider for hats
46			12/19/2018		\$599.00	Order 6233: VGP Graphics	Vinyl
47			12/20/2018		\$195.00	Invoice 7134: TBT Plastic Inc	Shipping Supplies
48			12/21/2018		\$600.00	Invoice: BRICIO	Tee size tags
49			12/21/2018		\$182.31	Receipt: VS Tees Inc	Blank tees
50			12/22/2018		\$120.00	Receipt: ABM Parking	Airport parking/pop-up travel
51			12/22/2018		\$551.37	Receipt: Budget	Car rental/pop-up
52			12/22/2018		\$28.61	Receipt	Gas for rental
53			12/22/2018		\$140.00	Receipt: United	Pop-up luggage
54			12/27/2018		\$74.00	Invoice 3319: VS Tees Inc	Blank tees
55			12/27/2018		\$1,035.00	Order 7364: VGP Graphics	Vinyl
56			12/28/2018		\$63.61	Receipt: Staples	Copy paper
57			12/28/2018		\$307.05	Check stub 1121: Smartex	Blank tees
58			Dec. 2018		\$2.50	Receipt: Terea's Cleaning	Office cleaning
59			Dec. 2018		\$99.46	Receipt: UPS	Shipping
60			Dec. 2018		\$90.00	Invoice 7109: TBT Plastic Inc	Shipping Supplies
61			Dec. 2018		\$269.92	Receipt	Card readers
62			Dec. 2018		\$61.51	Receipt: King Taco	Employee lunch
63			Dec. 2018		\$114.00	Invoice 5265:	Tees for lauar
64			Dec. 2018		\$20.00	Invoice 8328:	Shipping supplies/Bubble wrap
65			Dec. 2018		\$160.00	Invoice 2029: TBT Plastic	Shipping supplies
66			Dec. 2018		\$175.00	Invoice 7110: TBT Plastic	Shipping supplies
67			Dec. 2018		\$105.00	Invoice 7124: TBT Plastic	Shipping supplies
68			Dec. 2018		\$79.99	Ross	Luggage for travel
69			Dec. 2018		\$80.00	Invoice: TBT Plastic	Shipping supplies

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**J. LaVar And Alan’s Relationship Soured When Alan Requested That His Loans Be Paid Back, BSG Make Distributions To Him And He Told LaVar He Would Not Lie About LaMelo’s Schooling.**

FIRST AMENDED CROSS-COMPLAINT

BBB earned its revenues from clothing sales, while BSG earned revenues from filming two seasons of the Reality Show. Lonzo was drafted into the NBA by the Los Angeles Lakers with the second overall pick in the June 2017 NBA draft and by December 2017, had started to receive his NBA salary. As of December 2017, Alan had loaned approximately \$740,000 to LaVar, Tina, Lonzo, BSG and BBB. He was also due approximately \$650,000 in dividends from BSG after the completion of season two of the Reality Show. In or around mid-December 2017, Alan approached LaVar and Tina while visiting the Ball's home and demanded that LaVar, Tina, BBB and BSG start paying down the various loans, including the (i) Cadillac Oral Agreement; (ii) BBB Oral Agreement; (iii) Sizzle Reel Agreement, and (iv) Apartment Rental and Living Expenses Agreement. Alan also demanded that LaVar pay to BBB, the BBB Loan to LaVar. LaVar responded that he was busy, but intended to pay off the loans and would address Alan's request in January 2018.

76. Alan also spoke with Lonzo in mid-December 2017 and asked that he either pay down the Apartment Rental and Living Expenses Agreement, or that he ask LaVar to pay it. Lonzo responded that he would talk to LaVar about getting the loan paid.

77. Neither LaVar, Tina nor Lonzo approached Alan in January 2018 to discuss paying down the various loans he had given to them and the companies. In or around February 2018, after BSG had received almost \$2 million in revenue from the Reality Show, Alan again approached LaVar and demanded that LaVar start paying off the various loans that Alan had made to LaVar, Tina, Lonzo, BBB and BSG, including the (i) Cadillac Oral Agreement; (ii) BBB Oral Agreement; (iii) Sizzle Reel Agreement, (iv) Apartment Rental and Living Expenses Agreement; and (v) BBB Loan to LaVar. Alan also informed LaVar that he, Alan and Tina needed to make distributions from BBB and BSG to each of them.

78. In response to Alan's demands, LaVar became irate and yelled at Alan claiming he was extremely busy, Alan should stay in his lane and that he would pay off the loans and issue BBB and BSG dividends when he felt like it. LaVar claimed that it did not make sense for BSG to issue dividends, cash advances or for the owners to make cash withdrawals or seek reimbursement for their costs and expenses, until after the completion of season seven of the Reality Show. ("LaVar's

February 2018 Representations”).

79. Not wanting to upset LaVar further and wanting to assure repayment of his loans, Alan agreed to table the discussion for a time and focus on building the BBB and BSG businesses.

i. **Alan discovered that LaVar and Tina improperly took distributions from BSG in violation of the BSG Operating Agreement.**

80. On or about late-August 2018, when Alan was reviewing the BBB checking account for tax purposes, he was able to review the BSG bank statements online because they were linked to the BBB Wells Fargo Checking Account. Upon review of the account, Alan discovered that LaVar and Tina were not only refusing to distribute BSG dividends, they had spent over \$2.6 million in BSG earnings to fund their lifestyle without informing Alan that they were using BSG funds to accomplish this goal, and without providing BSG distributions to Alan.

81. Page 5 of the BSG Terms states that BSG may make distributions to the Founders (Alan, Tina and LaVar) in proportion to their ownership in BSG. Alan alleges on information and belief, that as of late-August 2018, BSG had collected approximately \$5.8 in revenue from three seasons of the Reality Show, of which Alan was owed in excess of \$1.9 million. Despite telling Alan that BSG would not issue dividends to BSG owners until the completion of season seven of the Reality Show, Alan alleges on information and belief, that LaVar and Tina distributed approximately \$2.6 million of BSG earnings to themselves, and not Alan, to make the following purchases to fund their and their children’s lifestyle:

- Rolls Royce Dawn;
- Dodge Demon;
- Corvette;
- Bentley Mulsanne;
- Artificial turf for Ball Estate;
- Furniture for Ball Estate;
- Stucco wall for Ball Estate;
- Exterior/Interior paint for Ball Estate;
- Carpet for Ball Estate;



- Shutters for the Ball Estate;
- Renovate swimming pool to Ball Estate;
- Powder coat iron gates at Ball Estate;
- BBB chandeliers to Ball Estate;
- Electric upgrades/home theater to Ball Estate;
- New AC units; and
- Waterless tanks to Ball Estate.

82. Alan informed LaVar that he reviewed the BSG purchases and was shocked that LaVar and Tina had outright lied to him and took BSG distributions to fund their lifestyle while, at the same time, failed to provide Alan with his distributions. Alan also reminded LaVar that he was reinvesting his consulting earnings and earnings from the apparel sales back into BBB and BSG. Alan informed LaVar that through completion of the filming of season four of the Reality Show, BSG should have made approximately \$8.6 million in revenue, of which Alan was entitled to approximately than \$2.8 million in addition to the \$75,000 he spent to fund the Sizzle Reel.

83. Realizing he was caught red-handed, LaVar stumbled to find a response and mumbled that he was “shocked” that Alan had not reimbursed himself for his expenses and had not paid himself the money he was owed from being a 33% owner of BSG. Alan quickly reminded LaVar that LaVar was the only one who had access to the BSG bank account and that LaVar had informed him that the owners would not be taking dividend payments or cash withdrawals from BSG. Alan further reminded LaVar that all such dividend payments or cash withdrawals required notice to, and approval by, Alan. He further informed LaVar that LaVar had spent over \$2.6 million upgrading the \$6 million Ball Estate, and had purchased close to a \$1 million in luxury cars.

84. Angered by LaVar’s lies, Alan insisted that LaVar and he sit down and calculate the amount owed to him. He informed LaVar that his conduct was called embezzlement. LaVar continued to stumbled through the conversation and, in an effort to prevent Alan from taking further action against him, told Alan that he was sorry, would sit down with Alan as soon as possible and would pay Alan his distributions as soon as possible. LaVar asked Alan to trust him “again” and to (i) focus on producing the upcoming season four of the Reality Show, (ii) get LaMelo back into

1 a high school and (iii) help coordinate and run the upcoming JBA European tour.

2 85. In reliance on LaVar's promise to sit down with Alan in the coming months and go  
3 over the BSG finances with him and pay Alan and MCC for expenses and Alan's 33% of BSG  
4 earnings, Alan agreed to continuing working with LaVar.

5 i. **Alan agreed to enroll LaMelo in high school but Told LaVar he would not lie**  
6 **about LaMelo's lack of high school participation which angered LaVar.**

7 86. The JBA European tour ran from approximately August 2018 through February  
8 2019. On or about November 3, 2018, while in a London, England hotel room, LaVar pressured  
9 Alan to get LaMelo enrolled back in high school because he felt that LaMelo's participation in high  
10 school would help with his NBA draft slot. LaVar was clear with Alan regarding the parameters  
11 he would accept for LaMelo's new high school. LaVar made it clear that LaMelo simply needed  
12 to appear as he was going to high school, but that he did not want LaMelo to worry about doing  
13 any school work. Instead, he wanted LaMelo to concentrate on basketball.

14 87. Alan responded that he would help get LaMelo accepted into a high school but that  
15 he would not lie if anyone ever asked him if LaMelo did any schoolwork, enrolled in any classes  
16 online, or attended classes to complete his high school Degree. LaVar became outraged at Alan's  
17 response and berated Alan for not being a team player and for being "disloyal." LaVar informed  
18 Alan that he knew what was best for LaMelo, wanted his son to go to the NBA and demanded that  
19 Alan help him do this.

20 88. Feeling pressured, and wanting to assure repayment of the various loans he provided  
21 to the various Ball family members, BBB and BSG, Alan traveled with LaVar to Europe to help  
22 run the JBA/USA tour. Alan also organized and directed LaMelo's return to high school. Alan  
23 enrolled LaMelo at Spire Academy in Geneva, Ohio for his senior year of high school.

24 89. In December 2018, during the middle of the JBA/USA tour, Alan again informed  
25 LaVar that he was not going to continue working for free and needed LaVar to make good on his  
26 promise to pay expenses and the various loans that he and MCC had provided to LaVar, Tina,  
27 Lonzo, BBB and BSG. He also told LaVar to start paying him a portion of the BSG distributions  
28 that was owed to him. Alan further stated that any out of pocket expenses moving forward had to

1 be paid in advance. In response to Alan's demands, on or about December 26, 2018, LaVar  
2 distributed \$200,000 to Alan's bank account via electronic deposit as partial payment by BSG of  
3 Alan's 33% of BSG dividends. LaVar never made any further payments to pay down the various  
4 loans and never made distributions to Alan from BBB or BSG.

5 **K. ESPN's Rush To Publish A Story About Lonzo And LaVar Without Gathering**  
6 **Evidence From Alan Who Offered To Speak With ESPN's Ramona Shelburne.**

7 90. On or about March 7, 2019, Lonzo texted Alan that ESPN was coming out with an  
8 article about Alan's past: "*What up Unc jus giving you heads up they get [sic] a story coming out*  
9 *about yo past and some Ponzi scheme and how you went to jail.*" (Attached hereto as **Exhibit "13"**  
10 is a true and correct copy of Lonzo's March 7, 2019 text and is incorporated herein by this  
11 referenced.)

12 91. On March 19, 2019, Ramona emailed Alan that she had obtained documentation  
13 concerning his past criminal conviction, documentation that Lonzo owned 51% of BBB while Alan,  
14 LaVar and Tina each owned 16.3%, and that Lonzo was unaware of Alan's criminal past. Ramona  
15 ended her email asking if Alan wanted to respond.

16 92. Alan called Ramona and made several attempts to have an in-person meeting with  
17 her so he could provide accurate information to her. Alan believed an in person meeting would  
18 result in a more balanced article based on accurate information. For example, he wanted to show  
19 Ramona documents evidencing that Lonzo had 0% interest in BBB. Ramona emailed Alan on  
20 Friday, March 22, 2019 at 6:44 am and stated that she could not wait and do the interview on  
21 Monday, that a phone interview would suffice or she would meet Alan at a "more central location"  
22 like the BBB warehouse or Starbucks by "noon." Ramona sent a second email to Alan claiming  
23 that ESPN was "going ahead with our story" and needed an interview with Alan by 5pm that day.

24 93. In response, Alan suggested that he meet with her the following Wednesday or  
25 Thursday and specifically informed Ramona that (i) he had "solid information that's more accurate  
26 to add to [Ramona's] article," and that (ii) he wanted to "make certain the article clears [Ramona]  
27 and ESPN of any lawsuits, before slandering and defaming takes place." Ramona responded that  
28 (a) she was on a deadline and that (b) ESPN "researched the story fully as it stands and we feel very

1 confident our reporting will not slander anyone.”

2 94. Rather than wait and obtain the accurate information Alan had for her, including the  
3 Proof of Cash Withdrawals, ESPN published Ramona’s article on March 25, 2019, replete with  
4 inaccuracies and misrepresentations (the “ESPN Article”). The article quotes Lonzo as saying that  
5 Alan “*used his access to my business and personal finances to enrich himself. As a result, I have*  
6 *decided to sever all ties with Alan, effective immediately.*” In truth, Alan never had access to any  
7 of Lonzo’s personal finances or bank accounts. Had Ramona met with Alan she would have been  
8 given documents evidencing that Lonzo owns 0% of BBB and that the company is owned 33.33 %  
9 each by Alan, LaVar and Tina. The article also states that Humble “*resigned his position advising*  
10 *Lonzo because of his concerns over the tax issues and the lack of explanation he’d received about*  
11 *the alleged missing money.*” Had Ramona met with Alan, she would have received the November  
12 21, 2018 email (**See Exhibit “7”**) in which Humble was fired due to his incompetence. She would  
13 have learned that Lonzo sent Alan the March 7, 2019 text giving him the heads up about the press’  
14 inquiry into Alan’s past and that Lonzo was not disturbed by it. (**See Exhibit “13”**) Moreover,  
15 Ramona would have learned that Lonzo did not have access to the BBB Wells Fargo Checking  
16 Account and that when he attempted to access the account while he was in Milwaukee, bank  
17 security stopped him and immediately contacted Alan. Ramona would have learned that Alan de-  
18 escalated the incident with the bank security and helped keep the incident quiet.

19 **L. Alan Sent An Email To Lonzo, LaVar And Darren Demanding That They Send A**  
20 **Retraction Video To The Press Stating That He Did Not Embezzle Any Funds.**

21 95. On March 31, 2019, Alan sent Lonzo, LaVar and Darren an email entitled  
22 “URGENT: CEASE AND DESIST TO LONZO BALL & LAVAR BALL” (“Alan’s March 13,  
23 2019 Email”). In sum, Alan’s email informed Lonzo, LaVar and Darren the following: (i) he made  
24 several attempts to reach them with no response; (ii) in an effort to mitigate his loss and BBB and  
25 BSG’s losses, he removed his share (1/3) of the merchandise, equipment and supplies in the BBB  
26 warehouse to liquidate the items in an effort to start paying down the debts and reimbursements  
27 owed to him by BBB and BSG; (iii) he made a formal demand that each of them cease and desist  
28 from making false statements that he stole Lonzo’s money from his personal and/or business

accounts as the false statements caused him great harm to his business and personal reputations; (iv) he never had access to Lonzo's personal accounts and that all funds paid by cashier's check, cash withdrawals or by debit cards (Proof of Cash Withdrawals) were documented and available at the BBB warehouse as he informed Humble on numerous occasions; (v) he set forth the accounting numbers for the \$1.5 million that LaVar and Lonzo wrongly stated he embezzled; (vi) that BBB Brand Manager Bryant Herrera ("Bryant") also has knowledge of the Proof of Cash Withdrawals located at the BBB warehouse; (vii) he was never contacted by any of them about the issues raised in the ESPN Article; and (viii) requested that Lonzo and LaVar use the same energy they used to wrongly defame him to contact the media with a retraction video apologizing and stating that Alan never took any money from Lonzo or the Ball companies. (Attached hereto as **Exhibit "14"** is a true and correct copy of Alan's March 13, 2019 Email and incorporated herein by this reference.)

- **Bryant confirmed to LaVar, Lonzo and Humble that Alan never embezzled any funds and that he knew they were lying to the media.**

96. On April 1, 2019, Bryant sent an email to Alan, Lonzo, Darren, and Humble ("Bryant's April 1, 2019 Email") resigning his position as Brand Manager at BBB and confirming that he was aware Lonzo, Darren, Humble and LaVar were lying to the media about Alan. His email also confirms Alan's previous statements to Humble that Proof of Cash Withdrawals were available at the BBB warehouse for some time and Humble simply refused to review them. In his email, Bryant states:

As I resign, I do want to bring up a few topics that I do have important information about. Mainly the \$1.5m dollars that Humble, Dmo [Darren], Lonzo, and LaVar accused Alan of stealing.

I was personally the recipient of nearly \$1million dollars related towards cash payroll and other cash payments used for merchandise and supplies associated with running the company. All of which I have receipts for.

I am very aware that what you are portraying to the media [sic] is a total fabrication and an outright lie. I've lost respect for all of you who are accusing Alan of stealing, and I hope the truth comes to light.

I'd also like to add that all of these cash receipts have been available

at the warehouse for as long as I've been working there. I have single handedly uploaded all the cash receipts on Dropbox, and have sent the links to Alan. Lastly, Alan on multiple occasions mentioned that Humble was to come to the warehouse and conduct an internal audit. Humble never contacted me, or never asked for one bit of information, but I can see that he went ahead and pushed a false story to the media that I clearly know is false, because I have the receipts. I am not sure what your intentions were by making these false accusations, but it is wrong!

For the record, I believe that what LaVar, Lonzo, Humble, and Dmo are doing is fraud, which is affecting my livelihood. I'm currently seeking the advice of appropriate counsel.

LaVar, Lonzo, Humble, and Dmo, due to either negligence or greed, you guys have put many people out of work, and have destroyed many reputations, including my own.

(Emphasis added.) (Attached hereto as **Exhibit "15,"** is a true and correct copy of Bryan's April 1, 2019 Email and incorporate herein by this reference.)

**M. LaVar Was Angered By Alan's Demand For Payment On The Loans And Dividends And Accusation That LaVar Breached His Fiduciary Duties And Retaliated By Wrongly Accusing Alan Of Embezzlement In Order To Cover Up His Own Mismanagement.**

97. Alan further alleges on information and belief that LaVar was angered by Alan's (i) demand that all loans be repaid; (ii) statements that LaVar breached his fiduciary duties to him and breached the BSG operating agreement by taking out \$2.6 million to fund their lifestyle while failing to issue dividends to him; (iii) statement that he would not lie regarding LaMelo's lack of scholastic participation at Spire Academy. Alan alleges on information and belief that LaVar saw Humble's allegations about Alan as set forth in the ESPN Article and the information concerning Alan's past as a way to cover up his own conversion, mismanagement, breach of contract, breach of fiduciary duties and fraud.

**N. Darren And MMC Refused To Distribute \$170,000 Of Alan's Consulting Producer Fees From The Reality Show.**

98. In or around June 2017, Darren asked Alan if he would teach him business consulting based on Alan's experience. Alan agreed and after further discussions, the two of them

1 decided to go into business together and form MMC. Alan agreed that Darren could take the  
2 position of CEO and have full access to the company bank account.

3 99. As set forth above, MCI entered into a consulting producer agreement with BM  
4 (through Cross Walk Productions) for Alan's role as consulting Producer on the Reality Show.  
5 Alan's consulting fees were paid into MCI's bank account. In July 2017, Alan arranged to have his  
6 consulting producer fees from the Reality Show paid directly into MMC's bank account instead of  
7 MCI. Prior to that arrangement however, also in July 2017, Alan and Darren, on behalf of MMC,  
8 agreed that Alan was to receive 100% of the consulting producer fees that were going to be  
9 deposited in MMC's bank account and that upon Alan's request, MMC – through Alan – would  
10 distribute Alan's producer fees to him ("MMC-Alan Oral Agreement").

11 100. Alan's consulting producer fee and bonus of \$312,000 for season three of the Reality  
12 Show was paid directly into MMC's bank account in October and November, 2018.

13 101. Pursuant to the MMC-Alan Oral Agreement, at Alan's request, Darren wired  
14 \$50,000 of Alan's consulting producer fee earnings from the MMC bank account to Alan – which  
15 he graciously used to pay for BBB promoting fees. Also pursuant to the MMC-Alan Oral  
16 Agreement and Alan's instructions, Darren paid an additional \$92,000 of Alan's consulting  
17 producer fee earnings from the MMC bank account for additional BBB promotions.

18 102. Once the ESPN Article was published, MMC, through Darren, refused to distribute  
19 Alan's remaining \$170,000 consulting producer fee earnings from the MMC bank account to him  
20 despite Alan's numerous requests, in breach of the MMC-Alan Oral Agreement.

21 103. Alan plans to file a police report to document MMC and Darren's theft of his funds  
22 in the near future.

23 **O. Alter Ego Allegations**

24 104. On information and belief, Alan alleges that, at all times relative to this action, LaVar  
25 and BBB are the alter egos of one another, and there exists, and at all times herein mentioned has  
26 existed, a unity of interest and ownership between and among LaVar and BBB such that any  
27 separateness has ceased to exist, because, on information and belief: (i) LaVar dominated and  
28 controlled BBB, which continues to this date; (ii) LaVar commingled funds with BBB and treats

1 the assets of BBB as his own, which continues to this date; (iii) BBB has failed to maintain meeting  
2 minutes or adequate corporate records; (iv) LaVar has failed to abide by the formalities of the LLC  
3 existence of BBB; (v) LaVar and BBB use the same attorneys; (vi) LaVar uses the capital of BBB  
4 to fund his personal expenses (e.g. home repairs, extravagant home upgrades, personal expenses,  
5 luxury cars, and the like). As such BBB is the alter ego of LaVar and the recognition of the separate  
6 existence of BBB would result in unfairness and promote injustice.

7       105. On information and belief, Alan alleges that, at all times relative to this action, LaVar  
8 and BSG are the alter egos of one another, and there exists, and at all times herein mentioned has  
9 existed, a unity of interest and ownership between and among LaVar and BSG such that any  
10 separateness has ceased to exist, because: (i) LaVar dominated and controlled BSG, which  
11 continues to this date; (ii) LaVar commingled funds with BSG and treats the assets of BSG as his  
12 own, which continues to this date; (iii) BSG has failed to maintain meeting minutes or adequate  
13 corporate records; (iv) LaVar has failed to abide by the formalities of the corporate existence of  
14 BSG; (v) LaVar and BSG use the same attorneys; (vi) LaVar uses the capital of BSG to fund his  
15 personal expenses (e.g. home repairs, extravagant home upgrades, personal expenses, luxury cars,  
16 and the like). As such BSG is the alter ego of LaVar and the recognition of the separate existence  
17 of BSG would result in unfairness and promote injustice.

18       106. On information and belief, Alan alleges that, at all times relative to this action, Tina  
19 and BBB are the alter egos of one another, and there exists, and at all times herein mentioned has  
20 existed, a unity of interest and ownership between and among Tina and BBB such that any  
21 separateness has ceased to exist, because, on information and belief: (i) Tina dominated and  
22 controlled BBB, which continues to this date; (ii) Tina commingled funds with BBB and treats the  
23 assets of BBB as her own, which continues to this date; (iii) BBB has failed to maintain meeting  
24 minutes or adequate corporate records; (iv) Tina has failed to abide by the formalities of the LLC  
25 existence of BBB; (v) Tina and BBB use the same attorneys; (vi) Tina uses the capital of BBB to  
26 fund her personal expenses (e.g. home repairs, extravagant home upgrades, personal expenses,  
27 luxury cars, and the like). As such BBB is the alter ego of LaVar and the recognition of the separate  
28 existence of BBB would result in unfairness and promote injustice.



107. On information and belief, Alan alleges that, at all times relative to this action, Tina and BSG are the alter egos of one another, and there exists, and at all times herein mentioned has existed, a unity of interest and ownership between and among Tina and BSG such that any separateness has ceased to exist, because, on information and belief: (i) Tina dominated and controlled BSG, which continues to this date; (ii) Tina commingled funds with BSG and treats the assets of BSG as her own, which continues to this date; (iii) BSG has failed to maintain meeting minutes or adequate corporate records; (iv) Tina has failed to abide by the formalities of the LLC existence of BSG; (v) Tina and BSG use the same attorneys; (vi) Tina uses the capital of BSG to fund her personal expenses (e.g. home repairs, extravagant home upgrades, personal expenses, luxury cars, and the like). As such BSG is the alter ego of LaVar and the recognition of the separate existence of BSG would result in unfairness and promote injustice.

**P. Derivative Claims**

108. Alan brings this Cross-Complaint individually and derivatively on behalf of and for the benefit of himself, BBB and BSG to redress injuries suffered, and yet to be suffered by himself, BBB and BSG, as a direct and proximate result of LaVar and Tina's breaches of fiduciary duty, breaches of contract and fraud.

109. Alan is, and was, a shareholder of BBB and BSG during the relevant period described herein and during the period in which the alleged wrongdoing occurred. Alan intends to retain his shares in BBB and BSG through the duration of this litigation.

110. Alan has not made a demand on the BBB board of directors to bring the claim on behalf of BBB because such demand would be futile or useless. Alan alleges that BBB is owned by three individuals, Alan, LaVar and Tina. Demand on BBB to sue LaVar and Tina would be futile or useless because LaVar and Tina are two of the three owners of BBB.

111. Alan has not made a demand on the BSG board because such demand would be futile or useless. Alan alleges that BSG is owned by three individuals, Alan, LaVar and Tina. Demand on BSG to sue LaVar and Tina would be futile or useless because LaVar and Tina are two of the three owners of BSG.

///

1 **FIRST CAUSE OF ACTION**

2 **FRAUDULENT CONCEALMENT**

3 **(By Alan against LaVar and ROES 1 to 20, Inclusive)**

4 112. Alan realleges and incorporates herein by reference paragraphs 1 through 111 as  
5 though fully set forth herein.

6 113. On or about February 2018, LaVar made the LaVar February 2018 Representations  
7 that the owners of BSG, (Alan, LaVar and Tina) needed to wait until the completion of season seven  
8 of the Reality Show before any of the three members could receive dividends, cash advances, cash  
9 withdrawals or reimbursement for costs and expenses.

10 114. The LaVar February 2018 Representations were made on behalf of themselves, and  
11 were in fact, untrue. In truth, at the time the LaVar February 2018 Representations were made,  
12 LaVar and Tina were taking millions of dollars from BSG – in the form of dividends, cash advances  
13 or cash withdrawals – to fund LaVar and Tina’s personal lifestyles.

14 115. Alan is informed and believes, and thereon alleges that at the time, the LaVar  
15 February 2018 Representations were made, LaVar intended to deceive Alan.

16 116. LaVar also concealed material facts from Alan. Specifically, that he and Tina were  
17 not intending to wait until the completion of season seven of the Reality Show to take dividends,  
18 cash advances, cash withdrawals or reimbursement for costs and expenses from BSG and that they  
19 were presenting taking from BSG dividends, cash advances, cash withdrawals or reimbursement  
20 for costs and expenses from BSG.

21 117. Alan did not know of these concealed material facts until he reviewed the BSG bank  
22 statements as set forth herein.

23 118. Alan alleges on information and belief, that at the time LaVar concealed the  
24 foregoing facts from Alan, LaVar, acting individually intended to deceive Alan.

25 119. At the time Alan agreed to wait to receive dividends from BSG, Alan did not know  
26 about LaVar’s fraudulent concealment that he and Tina were spending millions of BSG’s funds on  
27 their personal lifestyle, and Alan could not, in the exercise of reasonable diligence, have discovered  
28 such secret intention.

122. As a direct and proximate result of the aforementioned misrepresentations, concealments and/or failures to disclose, Alan has been damaged in an amount in excess of the jurisdictional minimum of this Court.

123. The conduct of LaVar was wanton, willful, deliberate, and in conscious disregard of the rights of Alan, and/or undertaken with the intent to cause Alan injury, and constitutes fraud and malice, express and implied. Alan is entitled to an award of damages by way of punishment and example against LaVar and Tina in an amount as the trier of fact deems just and proper.

**FOR BREACH OF FIDUCIARY DUTY**

124. Alan realleges and incorporates herein by reference paragraphs 1 through 123 as though fully set forth herein.

125. As set forth herein, LaVar unilaterally took approximately \$2.6 million from BSG's bank account without informing Alan and used the money to fund his and Tina's lifestyle. LaVar's withdrawal of \$2.6 million is either an unauthorized dividend which should have been made to all owners, including Alan, or unauthorized withdrawals of BSG funds which must be returned to the company. If LaVar's withdrawals of \$2.6 million is determined to be unauthorized withdrawals of BSG funds, then LaVar breached his fiduciary duties to BSG.

1           126. At all relevant times, Tina knew that LaVar unilaterally took approximately \$2.6  
2 million from BSG's bank account and used the money to fund his and her lifestyle. Tina never  
3 object to said withdrawal and benefited from the use of the \$2.6 million.

4           127. LaVar as Director and President of BSG, and Tina, as Director of BSG, a closed  
5 corporation, owed fiduciary duties to act with the utmost good faith, loyalty, fair dealing, and due  
6 care to BSG and to Alan, a director and shareholder of BSG. LaVar and Tina owed fiduciary duties  
7 to BSG and Alan, to account to BSG and Alan and hold as trustee for them any property, profit, or  
8 benefit that they derived from their use of BSG property, to refrain from dealing with BSG in the  
9 conduct of its activities as persons having an interest adverse to BSG, and to refrain from self-  
10 dealing and engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing  
11 violation of law.

12           128. To the extent LaVar and Tina's taking and use of approximately \$2.6 million to fund  
13 their personal lifestyle are not considered dividends, but simply withdrawals to fund their personal  
14 lifestyle – which has nothing to do with the purpose of BSG and has done so without informing  
15 Alan or voting on same – said withdrawals are unauthorized and a breach of their fiduciary duties  
16 to BSG.

17           129. LaVar and Tina breached their fiduciary duties to BSG by taking and using  
18 unauthorized withdrawals to fund their personal lifestyle without the consent of Alan, the other  
19 owner of BSG and, thereby deprived BSG of its property.

20           130. LaVar and Tina's breach of their fiduciary duties were a substantial factor in causing  
21 BSG harm.

22           131. In doing the acts alleged above, LaVar and Tina are guilty of oppression, fraud and  
23 malice and have acted in conscious disregard of BSG rights, entitling BBB to recover exemplary  
24 damages in an amount to be established at trial.

25           132. Alan has properly spent time and money in pursuit of the converted funds, damaging  
26 Alan in an amount that shall be proven upon the trial of this action.

27           133. This derivative claim, if successful in whole or in part, will result in a substantial  
28 benefit to BSG, and Alan should accordingly be awarded reasonable expenses, including attorneys'

1 fees, incurred in bringing this action on BSG's behalf.

2 **THIRD CAUSE OF ACTION**

3 **CONVERSION**

4 **(By Alan, derivatively for BSG, against LaVar, Tina and ROES 1-20)**

5 134. Alan realleges and incorporates herein by reference paragraphs 1 through 133 as  
6 though fully set forth herein.

7 135. As set forth herein, LaVar unilaterally took approximately \$2.6 million from BSG's  
8 bank account without ever informing Alan and used that money to fund his and Tina's personal  
9 lifestyle. LaVar's withdrawals of \$2.6 million is either an unauthorized dividend which should  
10 have been made to all owners of BSG, including Alan, or unauthorized withdrawals of BSG funds  
11 which must be returned to the company. If LaVar's withdrawals of \$2.6 million is determined to  
12 be unauthorized withdrawals of BSG funds, have converted the BSG funds.

13 136. At all relevant times, Tina knew that LaVar unilaterally took approximately \$2.6  
14 million from BSG's bank account and used the money to fund his and her lifestyle. Tina never  
15 object to said withdrawal and benefited from the use of the \$2.6 million.

16 137. LaVar and Tina have failed to return said funds to BSG.

17 138. As a result of LaVar and Tina's conversion, BSG has suffered damages in an amount  
18 which shall be proven upon the trial of this action.

19 139. Alan has properly spent time and money in pursuit of the converted funds, causing  
20 Alan damages in an amount that shall be proven upon the trial of this action.

21 140. LaVar and Tina's conversion of the funds was malicious and oppressive, and it  
22 subjected BSG to cruel and unjust hardship, and was carried out by LaVar and Tina with a willful  
23 and conscious disregard of BSG's rights. BSG is therefore entitled to an award of punitive  
24 damages, according to proof.

25 141. This derivative claim, if successful in whole or in part, will result in a substantial  
26 benefit to BSG, and Alan should accordingly be awarded reasonable expenses, including attorneys'  
27 fees, incurred in bringing this action on BSG's behalf.

28 ///

**FOURTH CAUSE OF ACTION**  
**FOR BREACH OF WRITTEN CONTRACT**

**(By Alan against BSG, LaVar, Tina and ROES 1-20)**

142. Alan realleges and incorporates herein by reference paragraphs 1 through 141 as though fully set forth herein.

143. As set forth herein, on or about April 12, 2016, Alan, Tina, and LaVar entered into the BSG Terms. As also stated herein, LaVar stole approximately \$2.6 million from BSG's bank account without ever informing Alan and used that money to fund his personal lifestyle. LaVar's withdrawal of \$2.6 million is either an unauthorized dividend which should have been made to all owners, including Alan, or unauthorized withdrawal of BSG funds which must be returned to the company. If LaVar's withdrawal of \$2.6 million is determined to be payments of unauthorized dividends, then LaVar and BSG breached the written BSG Terms for failure to pay dividends to Alan.

144. Pursuant to the BSG Terms, "BSG may...make ordinary distributions to the founders out of cash received by the Company....All distributions must be made in the following order...[¶]...First, in equal proportion to all Founders who have contributed cash that has not been repaid, until each Founder has been paid out to the extent of such contribution in full...[¶]...Second, to all Founders in proportion to ownership." (BSG Terms, p. 4 "Distributions".)

145. Alan alleges on information and belief, that LaVar, Tina and BSG made distributions to LaVar and Tina in excess of \$2.6 million, but did not make a distribution to Alan and did not reimburse Alan for his cash contributions.

146. At all relevant times, Tina knew that LaVar unilaterally took approximately \$2.6 million from BSG's bank account and used the money to fund his and her lifestyle. Tina never objected to said withdrawal and benefited from the use of the \$2.6 million.

147. The failure of LaVar, Tina and BSG to make a distribution to Alan and to reimburse Alan for his cash contributions constitutes a breach of the BSG Terms, since distributions were made to LaVar and Tina; and, on information and belief, as of late-August 2018, BSG had collected approximately \$5.8 in revenue from three seasons of the Reality Show, of which Alan was owed in

149. As a direct and proximate result of LaVar, Tina, and BSG's breach of the BSG Terms, as alleged herein, Alan has suffered damages in an amount to be proven at trial, but in excess of the minimum jurisdiction of this Court.

**(By Alan against LaVar, Tina and ROES 1-20)**

151. As set forth herein, LaVar unilaterally took approximately \$2.6 million from BSG's bank account without ever informing Alan and used that money to fund LaVar and Tina's lifestyle. LaVar's withdrawal of \$2.6 million is either an unauthorized dividend which should have been made to all owners, including Alan, or unauthorized withdrawal of BSG funds which must be returned to the company. If LaVar's withdrawal of \$2.6 million is determined to be payments of unauthorized dividends, then LaVar and BSG breached the written BSG Terms for failure to pay dividends to Alan.

153. LaVar as Director and President of BSG and Tina as Director of BSG, a closed corporation, owed fiduciary duties to act with the utmost good faith, loyalty, fair dealing, and due care to BSG and to Alan, a director and shareholder of BSG. LaVar and Tina owed fiduciary duties to BSG and Alan, to account to BSG and Alan and hold as trustee for them any property, profit, or benefit that they derived from his use of BSG property, to refrain from dealing with BSG in the

1 conduct of its activities as persons having an interest adverse to BSG, and to refrain from self-  
2 dealing and engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing  
3 violation of law. LaVar and Tina had an obligation to discharge their duties as manager consistently  
4 with his obligation of good faith and fair dealing.

5 154. LaVar and Tina breached their fiduciary duties to Alan by taking dividends from  
6 BSG, without Alan's knowledge and without paying Alan dividends at the same time, and by  
7 deceitfully communicating to Alan that they would not be taking dividends or advances until a  
8 future date, even though they knew full well that they had already taken dividends for themselves.

9 155. Alan never gave consent to LaVar and Tina to secretly take dividends from BSG to  
10 fund their personal lifestyles and not pay dividends to Alan. LaVar and Tina lied to Alan about  
11 taking dividends or advances thereby depriving Alan of his right to the same dividends, pursuant to  
12 the Operating Agreement, and was therefore harmed as a result.

13 156. LaVar and Tina's breach of their fiduciary duties were a substantial factor in causing  
14 Alan's harm.

15 157. In doing the acts alleged above, LaVar and Tina have been guilty of oppression,  
16 fraud and malice and have acted in conscious disregard of Alan's rights, entitling Alan to recover  
17 exemplary damages in an amount to be established at trial.

## 18 **SIXTH CAUSE OF ACTION**

### 19 **ACCOUNTING**

#### 20 **(By Alan against BSG, LaVar, Tina and ROES 1-20)**

21 158. Alan realleges and incorporates herein by reference paragraphs 1 through 157 as  
22 though fully set forth herein.

23 159. As alleged herein, Alan is an owner and manager-member of BSG. Alan further  
24 alleges that he has 33% ownership interest in BSG.

25 160. Alan alleges on information and belief that, since the inception of the lawsuit, BSG  
26 has engaged in business activities unknown to Alan and has received compensation/revenues for  
27 said business activities.

28 161. LaVar, Tina and BSG have failed to share BSG's finances since the inception of this



lawsuit, including incoming revenues. Therefore, Alan alleges on information and belief that LaVar, Tina and BSG are in possession of information pertaining to BSG's finances, including all compensation and other revenue received by BSG since its inception, including but not limited to compensation and bonuses received from the Reality Show.

162. Alan does not have access to this information. Alan alleges on information and belief that requesting an accounting of said financial information would be futile based on the allegations in the Complaint. Therefore, Alan demands an accounting of all financial information from BSG, including all compensation and other revenue received by BSG since its inception.

### **SEVENTH**

### **FOR DECLARATORY RELIEF**

**(By Alan against BBB, LaVar, Tina, Lonzo and ROES 1-20)**

163. Alan realleges and incorporates herein by reference paragraphs 1 through 162 as though fully set forth herein.

164. An actual controversy now exists between Alan, on the one hand, and LaVar, Tina, Lonzo and BBB, on the other hand, concerning the ownership interest in BBB. Lonzo and BBB contend that the ownership interest in BBB is held 51% to Lonzo and 16.33% each to LaVar, Tina and Alan. Lonzo and BBB also contend that Lonzo is currently a manager of BBB. However, Alan contends – as evidenced by written documents – that the current ownership interest in BBB is distributed 33.33% between Alan, LaVar and Tina. Lonzo has *zero ownership interest in BBB and is not a manager of BBB.*

165. Alan desires a judicial determination of the parties' respective rights and obligations as they relate to the overall ownership interest in BBB.

166. A judicial declaration is necessary and appropriate at this time under the circumstances in order that the parties may ascertain their respective rights, duties, and share distribution under the corporate documents, including the operative operating agreement.

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**EIGHTH CAUSE OF ACTION**  
**FOR BREACH OF ORAL CONTRACT**  
**(By Alan against LaVar and ROES 1-20)**

167. Alan realleges and incorporates herein by reference paragraphs 1 through 166 as though fully set forth herein.

168. As set forth herein, on or about February 1, 2016, LaVar and Alan entered into the Cadillac Oral Agreement, pursuant to which, Alan agreed to loan LaVar Alan's Cadillac Escalade and make the \$1,700 monthly car payments for LaVar, on the condition that LaVar would (i) repay Alan for the loan payments when Alan requested it, and (ii) return the vehicle to Alan when he requested it. Pursuant to the Cadillac Oral Agreement, Alan paid the Cadillac Escalade payments for LaVar from February 2016 through April 2019 for a total of \$64,600.

169. Under the terms set forth in the Cadillac Oral Agreement, Alan was entitled to, among other things, payment, on demand, from LaVar in the amount of at least \$64,600.

170. LaVar has breached the terms of the Cadillac Oral Agreement as detailed above by among other things, failing to pay Alan the amount due when he demanded repayment in or about mid-December 2017.

171. Alan has performed all conditions, covenants, and promises required on his part to be performed in accordance with the terms and conditions of the Cadillac Oral Agreement, except those obligations that were waived by LaVar or which Alan was excused or prevented from performing.

172. As a direct and proximate result of LaVar's breach of the Cadillac Oral Agreement, as alleged herein, Alan has suffered damages in an amount to be proven at trial, but in excess of the minimum jurisdiction of this Court.

**NINTH CAUSE OF ACTION**  
**FOR BREACH OF ORAL CONTRACT**  
**(By Alan against BBB and ROES 1-20)**

173. Alan realleges and incorporates herein by reference paragraphs 1 through 172 as though fully set forth herein.

1           174. As alleged herein, on or about April 26, 2016, Alan and BBB entered into the BBB  
2 Oral Agreement.

3           175. Pursuant to the BBB Oral Agreement, Alan spent over \$500,000 on daily expenses,  
4 startup capital (including fees and expenses), marketing, merchandise, printing and payroll for BBB  
5 as set forth herein (the Personal Start-Up Expenses By Alan).

6           176. Under the terms set forth in the BBB Oral Agreement, Alan was entitled to, among  
7 other things, repayment from BBB in the amount of at least \$500,000 on demand.

8           177. BBB breached the terms of the BBB Oral Agreement as detailed above by among  
9 other things, failing to pay Alan the amount due when Alan demanded that BBB pay back the loan.

10          178. Alan has performed all conditions, covenants, and promises required on his part to  
11 be performed in accordance with the terms and conditions of the BBB Oral Agreement or which  
12 Alan was excused or prevented from performing.

13          179. As a direct and proximate result of BBB's breach of the BBB Oral Agreement, as  
14 alleged herein, Alan has suffered damages in an amount to be proven at trial, but in excess of the  
15 minimum jurisdiction of this Court.

16          180. At the time Alan entered into the oral agreement Alan did not know about LaVar's  
17 secret intention to deceive him, and could not, in the exercise of reasonable diligence, have  
18 discovered such secret intention.

19          181. Had Alan known of LaVar's secret intention to harm him by not paying off the loan  
20 set forth in the BBB Oral Agreement on demand, Alan would not have entered into the oral  
21 agreement.

22          182. Alan justifiably relied on LaVar's representations in that, among other things, LaVar  
23 was a close personal friends and business partner and officer of BBB and BSG. In doing so, Alan  
24 changed his position to his detriment by loaning personal funds to start BBB.

25          183. As a direct and proximate result of the aforementioned misrepresentations,  
26 concealments and/or failures to disclose, Alan has been damaged in an amount in excess of the  
27 jurisdictional minimum of this Court.

28          184. The conduct of LaVar on behalf of themselves and BBB, and each of them, was

1 wanton, willful, deliberate, and in conscious disregard of the rights of Alan, and/or undertaken with  
2 the intent to cause Alan injury, and constitutes fraud and malice, express and implied. Alan is  
3 entitled to an award of damages by way of punishment and example against LaVar, Tina and BBB  
4 in an amount as the trier of fact deems just and proper.

5 **TENTH CAUSE OF ACTION**  
6 **FOR BREACH OF ORAL CONTRACT**

7 **(By Alan against BSG and ROES 1-20)**

8 185. Alan realleges and incorporates herein by reference paragraphs 1 through 184 as  
9 though fully set forth herein.

10 186. As alleged herein, on or about June 1, 2016, Alan and BSG, through LaVar and Tina,  
11 entered into the Sizzle Reel Agreement, pursuant to which, Alan agreed to fund the Sizzle Reel for  
12 between \$65,000 and \$80,000, and in exchange, BSG would repay Alan with interest when Alan  
13 demanded payment of the loan. In or around August 1, 2016, Alan produced and edited the Sizzle  
14 Reel using \$75,000 in personal funds.

15 187. In or around mid-December 2017, Alan demanded from BSG repayment of the  
16 loan.

17 188. BSG has breached the terms of the Sizzle Reel Agreement as detailed above by  
18 among other things, failing to pay Alan the amount due when Alan demanded it.

19 189. Alan has performed all conditions, covenants, and promises required on his part to  
20 be performed in accordance with the terms and conditions of the Sizzle Reel Agreement, except  
21 those obligations that were waived by BSG or which BSG excused or prevented Alan from  
22 performing.

23 190. As a direct and proximate result of BSG's breach of the Sizzle Reel Agreement, as  
24 alleged herein, Alan has suffered damages in an amount to be proven at trial, but in excess of the  
25 minimum jurisdiction of this Court.

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**ELEVENTH CAUSE OF ACTION**  
**FOR BREACH OF ORAL CONTRACT**

**(By Alan against Lonzo, LaVar, and ROES 1-20)**

191. Alan realleges and incorporates herein by reference paragraphs 1 through 190 as though fully set forth herein.

192. As alleged herein, on or about August 25, 2016, Alan entered into the Apartment Rental and Living Expenses Agreement with LaVar and Lonzo.

193. Under the terms set forth in the Apartment Rental and Living Expenses Agreement, Alan was entitled to, among other things, timely and required payment of least \$126,900.

194. On information and belief, both Lonzo and LaVar were each able to repay Alan the amount due under the Apartment Rental and Living Expenses Agreement as of mid-December 2017.

195. As alleged herein, in mid-December 2017, Alan demanded that both LaVar and Lonzo pay back the money he loaned them pursuant to the terms of the Apartment Rental and Living Expenses Agreement.

196. LaVar and Lonzo have breached the terms of the Apartment Rental and Living Expenses Agreement as detailed above by failing to make payments to Alan when he demanded said payment.

197. Alan has performed all conditions, covenants, and promises required on his part to be performed in accordance with the terms and conditions of the Apartment Rental and Living Expenses Agreement, except those obligations that were waived by LaVar and Lonzo or which Alan was excused or prevented from performing.

198. As a direct and proximate result of LaVar and Lonzo's breach of the Apartment Rental and Living Expenses Agreement, as alleged herein, Alan has suffered damages in an amount to be proven at trial, but in excess of the minimum jurisdiction of this Court.

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**TWELFTH CAUSE OF ACTION**  
**FOR BREACH OF ORAL CONTRACT**

**(By Alan, derivatively on behalf of BBB, against LaVar and ROES 1-20)**

199. Alan realleges and incorporates herein by reference paragraphs 1 through 198 as though fully set forth herein.

200. As alleged herein, LaVar breached the BBB Loan to LaVar for failure to pay back the loan to BBB.

201. BBB has performed all conditions, covenants, and promises required to be performed in accordance with the terms and conditions of the BBB Loan to LaVar.

202. As a direct and proximate result of LaVar's and Lonzo's breach of the BBB Loan to LaVar, BBB has suffered damages in an amount to be proven at trial, but in no less than an amount of \$136,000.

203. Alan has properly spent time and money in pursuit of this claim on BBB's behalf, to Alan's damage in an amount that shall be proven upon the trial of this action.

204. This derivative claim, if successful in whole or in part, will result in a substantial benefit to BBB, and Alan should accordingly be awarded reasonable expenses, including attorneys' fees, incurred in bringing this action on BBB's behalf.

**THIRTEENTH CAUSE OF ACTION**  
**FOR BREACH OF FIDUCIARY DUTY**

**(By Alan, derivatively on behalf of BBB, against LaVar, and ROES 1-20)**

205. Alan realleges and incorporates herein by reference paragraphs 1 through 204 as though fully set forth herein.

206. LaVar and Tina, as member-managers of BBB, owed fiduciary duties to act with the utmost good faith, loyalty, fair dealing, and due care to BBB and Alan. Including in these fiduciary duties is a duty not to be involved in self-dealing and using BBB's money for their own personal use.

207. On information and belief, LaVar failed to repay to BBB, the BBB Loan to LaVar and has kept BBB's money for their own personal use. As a result, BBB is short in excess of

1 \$136,000.

2 208. Tina had knowledge of the BBB Loan to LaVar and benefited from said loan and  
3 from LaVar's refusal to pay back the loan.

4 209. LaVar and Tina breached their fiduciary duties to BBB by failing to repay the BBB  
5 Loan to LaVar after Alan demanded that the loan be repaid and by keeping the money owed to BBB  
6 for their own personal use.

7 210. LaVar and Tina's breach of their fiduciary duties were a substantial factor in causing  
8 BBB's harm in that it is now short in excess of \$136,000 of its own funds.

9 211. In doing the acts alleged above, LaVar and Tina have been guilty of oppression,  
10 fraud and malice and have acted in conscious disregard of BBB's rights, entitling BBB to recover  
11 punitive and exemplary damages in an amount to be established at trial.

12 212. Alan has properly spent time and money in pursuit of the converted funds, to Alan's  
13 damage in an amount that shall be proven upon the trial of this action.

14 213. This derivative claim, if successful in whole or in part, will result in a substantial  
15 benefit to BBB, and Alan should accordingly be awarded reasonable expenses, including attorneys'  
16 fees, incurred in bringing this action on BBB's behalf.

17 **FOURTEENTH CAUSE OF ACTION**

18 **FOR CONVERSION**

19 **(By Alan, derivatively on behalf of BBB, against LaVar, Tina and ROES 1-20)**

20 214. Alan realleges and incorporates herein by reference paragraphs 1 through 213 as  
21 though fully set forth herein.

22 215. As alleged herein, LaVar and Tina converted for their own personal use, \$136,000  
23 held in the BBB Wells Fargo Checking Account for their personal use.

24 216. LaVar and Tina have failed to return said funds to BBB as promised and required.  
25 Alan has not demanded said return of funds on behalf of BBB because said demand would be futile  
26 given that there are three owners/members of BBB and two of the three owners/members are  
27 converting BBB funds.

28 217. As a result of LaVar and Tina's conversion, BBB has suffered damages in an amount

1 which shall be proven upon the trial of this action and in excess of \$136,000.

2 218. Alan has properly spent time and money in pursuit of the converted funds, to Alan's  
3 damage in an amount that shall be proven upon the trial of this action.

4 219. LaVar and Tina's conversion of the funds was malicious and oppressive, subjected  
5 BBB to cruel and unjust hardship, and was carried on by LaVar and Tina with a willful and  
6 conscious disregard of BBB's rights. BBB is therefore entitled to an award of punitive damages,  
7 according to proof.

8 220. This derivative claim, if successful in whole or in part, will result in a substantial  
9 benefit to BBB, and Alan should accordingly be awarded reasonable expenses, including attorneys'  
10 fees, incurred in bringing this action on BBB's behalf.

11 **FIFTEENTH CAUSE OF ACTION**

12 **ACCOUNTING**

13 **(By Alan against BBB, LaVar, Tina, Lonzo and ROES 1-20)**

14 221. Alan realleges and incorporates herein by reference paragraphs 1 through 220 as  
15 though fully set forth herein.

16 222. As alleged herein, Alan is an owner and manager-member of BBB. Alan further  
17 alleges that he has 33.33% ownership interest in BBB.

18 223. Although Alan alleges Lonzo is not an owner in BBB, Lonzo alleges that he is an  
19 owner and is named as a cross-defendant to this cause of action as a result of Lonzo's allegation.

20 224. Alan alleges on information and belief that, since the inception of the lawsuit, BBB  
21 has engaged in business activities unknown to Alan and has received compensation for said  
22 business activities as well as compensation from BBB's other ventures, including the JBA.

23 225. LaVar, Tina, Lonzo and BBB have failed to share BBB's finances, including  
24 incoming revenues, since the inception of this lawsuit. Therefore, Alan alleges on information and  
25 belief that LaVar, Tina, Lonzo and BBB are in possession of information pertaining to BBB's  
26 finances, including all revenue received by BBB since the inception of this lawsuit.

27 226. Alan does not have access to BBB's financial information. Alan alleges on  
28 information and belief that requesting an accounting of said financial information would be futile



1 based on the allegations in the Complaint. Therefore, Alan demands an accounting of all financial  
2 information from BBB, including all compensation and other revenue received by BBB since its  
3 inception.

4 **SIXTEENTH CAUSE OF ACTION**

5 **FOR FRAUDULENT TRANSFER**

6 **(By Alan, individually, and derivatively on behalf of BBB, against BBB, LaVar, Tina,**  
7 **Lonzo, BBB, INC, and ROES 1-20)**

8 227. Alan realleges and incorporates herein by reference paragraphs 1 through 226 as  
9 though fully set forth herein.

10 228. Alan alleges on information and belief, that in or around January 2019, BBB had  
11 significant assets, including but not limited to, merchandise, contracts for merchandise and  
12 marketing and BBB trademarks (the “BBB Assets”)

13 229. Alan alleges on information and belief, that LaVar, Tina and Lonzo, transferred all  
14 of the BBB Assets over to BBB, INC (the “Transfers”) without providing for BBB to receive fair  
15 consideration or equivalent value in exchange for said Transfers. In fact, Alan alleges on  
16 information and belief that the Transfer was done for no consideration whatsoever.

17 230. As a result of the Transfers, BBB was left with no assets and no value.

18 231. Alan alleges on information and belief that the Transfers were made with an actual  
19 intent to (i) hinder, delay or defraud Alan in the collection of his damages and (ii) hinder BBB’s  
20 ability to collect fees and other compensation.

21 232. By virtue of the foregoing, the Transfers constituted fraudulent transfers.

22 233. At all times mentioned herein, the aforementioned defendants were aware of the  
23 fraudulent nature of the transfer of the Property.

24 234. Alan, and BBB, will suffer substantial harm and injury if the Transfers herein are  
25 not set aside. BBB is entitled to recover all proceeds earned by BBB, INC. Alan is entitled to  
26 recover proceeds as well as he has an ownership interest in BBB. Further, the aforementioned  
27 defendants should not recover, retain or assert rights to any proceeds and benefits relating to BBB,  
28 INC because the proceeds and benefits constitute fruits of fraudulent transfers and are assets that  
would otherwise have been available to BBB and Alan.

1           235. As a proximate result of the intentional conduct by the aforementioned defendants,  
2 as alleged herein, Alan and BBB have been damaged generally and specially in a sum according to  
3 proof, including interest thereon at the legal rate.

4           236. The acts of fraud by the aforementioned defendants, as described herein, were done  
5 willfully, fraudulently , maliciously, oppressively, with conscious disregard of the rights of Alan  
6 and BBB, and with the intent to injure and deceive Alan and BBB of property and legal rights,  
7 thus entitling Alan and BBB to recovery exemplary damages under California Civil Code section  
8 3294 in amounts sufficiently punish and set an examples to the aforementioned defendants.

9                                   **SEVENTEENTH CAUSE OF ACTION**

10                                   **FOR CONSTRUCTIVE TRUST**

11           **(By Alan, individually, and derivatively on behalf of BBB, against BBB, LaVar, Tina,**  
12                                   **Lonzo, BBB, INC, and ROES 1-20)**

13           237. Alan realleges and incorporates herein by reference paragraphs 1 through 236 as  
14 though fully set forth herein.

15           238. As set forth above, BBB Assets have been wrongfully diverted as a result of the  
16 fraudulent Transfers.

17           239. Accordingly, BBB, INC hold BBB Assets as a constructive trust for the use and  
18 benefit of Alan and BBB.

19           240. As a result of the foregoing, Alan and BBB requires the imposition of a  
20 constructive trust against BBB, INC as to all rights, title and interest in the BBB Assets.

21           241. As a proximate result of the intentional conduct by the aforementioned defendants,  
22 as alleged herein, Alan and BBB have been damaged generally and specially in a sum according to  
23 proof, including interest thereon at the legal rate.

24           242. The acts of fraud by the aforementioned defendants, as described herein, were done  
25 willfully, fraudulently , maliciously, oppressively, with conscious disregard of the rights of Alan  
26 and BBB, and with the intent to injure and deceive Alan and BBB of property and legal rights,  
27 thus entitling Alan and BBB to recovery exemplary damages under California Civil Code section  
28 3294 in amounts sufficiently punish and set an examples to the aforementioned defendants.

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**EIGHTEENTH CAUSE OF ACTION**

**FOR CONVERSION**

**(By Alan, individually, and derivatively on behalf of BBB, against BBB, LaVar, Tina,  
Lonzo, BBB, INC, and ROES 1-20)**

243. Alan realleges and incorporates herein by reference paragraphs 1 through 242 as though fully set forth herein.

244. Alan and BBB had ownership interests in BBB Assets which were fraudulently transferred to BBB, INC.

245. The aforementioned defendants wrongfully exercised control of the BBB Assets and intentionally interfered with Alan and BBB's interest in the BBB Assets by taking possession of the BBB Assets and fraudulently transferring them to BBB, INC.

246. Alan and BBB did not consent to the Transfers.

247. Alan and BBB were harmed.

248. As a proximate result of the intentional conduct by the aforementioned defendants, as alleged herein, Alan and BBB have been damaged generally and specially in a sum according to proof, including interest thereon at the legal rate.

249. The acts of fraud by the aforementioned defendants, as described herein, were done willfully, fraudulently, maliciously, oppressively, with conscious disregard of the rights of Alan and BBB, and with the intent to injure and deceive Alan and BBB of property and legal rights, thus entitling Alan and BBB to recovery exemplary damages under California Civil Code section 3294 in amounts sufficiently punish and set an examples to the aforementioned defendants.

**NINETEENTH CAUSE OF ACTION**

**FOR ACCOUNTING**

**(By Alan, individually, and derivatively on behalf of BBB, against LaVar, Tina, Lonzo,  
BBB, INC, and ROES 1-20)**

250. Alan realleges and incorporates herein by reference paragraphs 1 through 249 as though fully set forth herein.

1           251. As alleged herein, Alan is an owner and manager-member of BBB. Alan further  
2 alleges that he has 33.33% ownership interest in BBB.

3           252. As further alleged herein, in or around January 2019, BBB had significant assets  
4 (the BBB Assets). Alan alleges on information and belief, that LaVar, Tina and Lonzo, transferred  
5 all of the BBB Assets over to BBB, INC (the "Transfers") without providing for BBB to receive  
6 fair consideration or equivalent value t in exchange for said Transfers. In fact, Alan alleges on  
7 information and belief that the Transfer was done for no consideration whatsoever.

8           253. Alan alleges on information and belief that, since the fraudulent transfer, BBB, INC  
9 has engaged in business activities unknown to Alan and has received compensation for said  
10 business activities as well as compensation from BBB's and BBB, INC's other ventures, including  
11 the JBA.

12           254. LaVar, Tina, Lonzo, BBB and BSG, INC. have failed to share BBB, INC's finances,  
13 including incoming revenues, since the inception of this lawsuit. Therefore, Alan alleges on  
14 information and belief that LaVar, Tina, Lonzo and BBB, INC are in possession of information  
15 pertaining to BBB, INC's finances, including all revenue received by BBB, INC since the inception  
16 of the Transfers which Alan alleges are fraudulent transfers.

17           255. Alan does not have access to BBB, INC's financial information. Alan alleges on  
18 information and belief that requesting an accounting of said financial information would be futile  
19 based on the allegations in the Complaint. Therefore, Alan demands an accounting of all financial  
20 information from BBB, INC including all compensation and other revenue received by BBB, INC  
21 since its inception.

22 **WHEREFORE**, Alan prays for judgment on the Cross-Complaint as follows:

23 On the First Cause of Action for Fraudulent Concealment

24 1. For compensatory damages and other special and general damages and consequential  
25 damages, according to proof; and

26 2. For punitive and exemplary damages according to proof.

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On the Second Cause of Action for Breach of Fiduciary Duty

1. For compensatory damages and other special and general damages and consequential damages, according to proof;
2. For punitive and exemplary damages according to proof; and
3. Reasonable attorneys' fees.

On the Third Cause of Action for Conversion

1. For compensatory damages and other special and general damages and consequential damages, according to proof;
2. For punitive and exemplary damages according to proof; and
3. Reasonable attorneys' fees.

On the Fourth Cause of Action for Breach of Written Contract:

1. For general, compensatory, and special damages according to proof;

On the Fifth Cause of Action for Breach of Fiduciary Duty

1. For compensatory damages and other special and general damages and consequential damages, according to proof; and
2. For punitive and exemplary damages according to proof.

On the Sixth Cause of Action for Accounting:

1. For a Court-Ordered accounting.

On the Seventh Cause of Action for Declaratory Relief:

1. For a judicial declaration as to the ownership of BBB.

On the Eighth Cause of Action for Breach of Oral Contract:

1. For general, compensatory and consequential damages according to proof.

On the Ninth Cause of Action for Breach of Oral Contract:

1. For general, compensatory and consequential damages according to proof

On the Tenth Cause of Action for Breach of Oral Contract:

- For general, compensatory and consequential damages according to proof.

On the Eleventh Cause of Action for Breach of Oral Contract:

1. For general, compensatory and consequential damages according to proof.

On the Twelfth Cause of Action for Breach of Oral Contract:

1. For general, compensatory and consequential damages according to proof ; and
2. Reasonable attorneys' fees.

On the Thirteenth Cause of Action for Breach of Fiduciary Duty

1. For compensatory damages and other special and general damages and consequential damages, according to proof;
2. For punitive and exemplary damages according to proof; and
3. Reasonable attorneys' fees.

On the Fourteenth Cause of Action for Conversion

1. For compensatory damages and other special and general damages and consequential damages, according to proof; and
2. For punitive and exemplary damages according to proof.

On the Fifteenth Cause of Action for Accounting

1. For a Court-Ordered accounting.

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On the Sixteenth Cause of Action for Fraudulent Transfer

1. For compensatory damages and other special and general damages and consequential damages, according to proof; and
2. For punitive and exemplary damages according to proof.

On the Seventeenth Cause of Action for Constructive Trust

1. For compensatory damages and other special and general damages and consequential damages, according to proof; and
2. For punitive and exemplary damages according to proof.

On the Eighteenth Cause of Action for Conversion

1. For compensatory damages and other special and general damages and consequential damages, according to proof; and
2. For punitive and exemplary damages according to proof.

On the Nineteenth Cause of Action for Conversion

1. For a Court-Ordered accounting.

All Causes of Action

1. For prejudgment interest on the damages at the maximum rate permitted by law;
2. For attorneys' fees, costs of suit incurred herein; and
3. For such other and further relief as the Court may deem just and proper.

Dated: March 4, 2021

FREEDMAN + TAITELMAN, LLP

By /s/ Brian E. Turnauer

Bryan J. Freedman

Brian E. Turnauer

Attorneys for Defendant and Cross-Complaint  
Gregory Alan Foster

STATE OF CALIFORNIA ]  
 ] ss.  
COUNTY OF LOS ANGELES ]

On March 22, 2021, I served the following document(s) **FIRST AMENDED CROSS-COMPLAINT** on the interested parties in this action as follows:

Gregory M. Bordo, Esq.  
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Executed on March 22, 2021, at Los Angeles, California.

Cortni' A. Davis