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NO. _____

PROPERTY ADVISERS REALTY, INC.,

IN THE DISTRICT COURT OF

Plaintiff,

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v.

DALLAS COUNTY, TEXAS

KASSIE LYNN BOND CARPENTER
a/k/a SARA BRAXTON,

Defendant.

192nd-K JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION AND VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY INJUNCTION, AND PERMANENT INJUNCTION

Plaintiff Property Advisers Realty, Inc. ("PAR" or "Plaintiff") files this Original Petition and Verified Application for Temporary Restraining Order, Temporary Injunction, and Permanent Injunction against Defendant Kassie Lynn Bond Carpenter a/k/a Sara Braxton¹ ("Defendant"), and in support thereof respectfully shows the following:

I. DISCOVERY CONTROL PLAN

1. PAR anticipates that discovery will be conducted in this case under a Level 3 Discovery Control Plan, pursuant to Rule 190.3 of the Texas Rules of Civil Procedure, unless otherwise ordered and/or permitted by Order of this Court.

II. PARTIES

- 2. PAR is a Texas corporation whose principal place of business is in Irving, Texas.
- 3. Defendant is a Texas resident and may be served with process at her home address: 301 S. MacArthur, Coppell, Texas 75019.

¹ Upon information and belief, Defendant has also used the name Sara Braxton.

III.
JURISDICTION AND VENUE

4. This Court has jurisdiction over this action because Defendant is a Texas resident and was during all times of the events giving rise to the causes of action herein, all or a substantial portion of Defendant's conduct giving rise to this action occurred in Texas, and the amount in controversy is in excess of the minimum jurisdictional amount.

5. Venue is proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE. §§ 15.002(a) and 65.023(a), because Defendant resides in Dallas County, Texas and all or a substantial part of the acts or omissions giving rise to the claims asserted herein occurred in Dallas County, Texas.

IV.
FACTUAL BACKGROUND

B. Defendant as a Long-time Employee of PAR

6. PAR is a commercial real estate firm based in Irving, Texas that specializes in various aspects of the commercial real estate industry, including property management, leasing and maintenance for office, industrial and retail properties. *See* the Affidavit of Jerry Reis (the "Reis Affidavit") at ¶ 3, a true and correct copy of which is attached hereto as Exhibit "A." More specifically, PAR's property management services include the collection of monthly rents and general maintenance of the real estate properties. *Id.*

7. Defendant is an employee of PAR.² *Id.* at ¶ 4. Defendant has worked for PAR since December 2002, and has served Vice President—Property Management/Property Accounting for PAR since 2006. *Id.* One of Defendant's duties as a property manager for PAR is to either provide directly and/or contract for maintenance services, when needed, for the

respective properties managed by PAR. *Id.* In that regard, Defendant is authorized to pay fees and costs associated with maintenance on the properties managed by PAR. *Id.* The monthly rents received from the tenants on behalf of PAR's clients are deposited into separate accounts owned by PAR and held in trust for each of the properties PAR manages (the "PAR Client Accounts"). *Id.* PAR then distributes the monthly rents, minus management and certain maintenance fees, to PAR's clients on a quarterly or semi-annual basis from the PAR Client Accounts. *Id.* Thus, the funds for property maintenance fees and costs are disbursed directly from the bank accounts owned and maintained by PAR, in which PAR's client's rent proceeds are deposited and distributed. *Id.*

C. Defendant Wrongfully Appropriates Funds from PAR and its Clients

8. On or about February 10, 2012, PAR noticed accounting discrepancies with respect to balances in certain of the PAR Client Accounts. *Id.* at ¶ 5. Upon further investigation, as well as a detailed analysis performed by PAR's forensic accountants, PAR realized that maintenance fees were being withdrawn from these PAR Client Accounts and paid to "DFW Sales & Service." *Id.* DFW Sales & Service is/was not a maintenance vendor recognized or authorized to be used by PAR, and the fees being paid to DFW Sales & Service out of the PAR Client Accounts were substantial. *Id.* Defendant was presenting fraudulent invoices to PAR for maintenance payments that did not exist. *Id.* Specifically, between February 15, 2011, and January 19, 2012, over \$150,000.00, comprised of over 59 separate checks, were paid directly to DFW Sales & Service from the PAR Client Accounts. *Id.*; *see also* Affidavit of Michael Woodruff (the "Woodruff Affidavit"), a true and correct copy of which is attached hereto as

² Defendant was placed on paid leave approximately a week ago. *Id.* PAR has not formally terminated Defendant as of this date. *Id.* However, the day after Defendant was placed on paid leave, Defendant filed for unemployment. *Id.*

Exhibit "B." PAR has since that time discovered that DFW Sales & Service is a sham entity formed and owned by Defendant for the sole purpose of collecting these maintenance fraudulently and wrongfully obtained funds. *See* Reis Affidavit *Id.* at ¶ 5. These funds were then deposited into DFW Sales & Service's banking account at Bank of America in Coppell, Texas—approximately 4 blocks from Defendant's residence. *Id.*

9. Upon further investigation, PAR discovered that Defendant was also wrongfully receiving and/or stealing checks made payable to PAR as compensation for various services it had provided, such as management fees, maintenance and commissions. *Id.* at ¶ 6. Defendant was then depositing those checks into PAR's petty cash account (the "PAR Account") and would fraudulently indorse and/or forge checks from the PAR Account to (i) Defendant, personally; (ii) to obtain cash through Defendant's personal account at Chase Bank; or (iii) to even pay Defendant's living expenses, such as her rent, credit cards and other bills. *Id.* PAR has discovered, thus far, that during 2009, 2010 and 2011, Defendant wrote over 109 unauthorized checks/charges for her personal use from the PAR Account totaling over \$185,000.00. *Id.*; *see also* Woodruff Affidavit. To date, PAR has discovered a total of \$335,770.90 in fraudulent charges made by Defendant from the PAR Account and PAR Client Accounts. *See* Woodruff Affidavit. PAR has also discovered that Defendant was charged with embezzlement in Denton County prior to her employment with PAR, yet she failed to disclose any such charge when seeking employment with PAR. *See* Reis Affidavit at ¶ 6. Accordingly, PAR asserts the following causes of action against Defendant.

V.
CAUSES OF ACTION

Count One: Conversion

10. PAR realleges and incorporates by reference the paragraphs set forth above.

11. As set forth above, PAR owned, possessed or had a right to immediate possession of the monies held in both the PAR Client Account and the PAR Account because PAR was either entitled to payment for such monies for services rendered, or it was entrusted to hold those monies on behalf of its clients (while deducting any applicable maintenance fees from the rents per its agreement with its clients). Defendant wrongfully exercised dominion or control over the funds in question by depositing those funds into her personal and/or sham business account to the exclusion of PAR, which constitutes conversion. As a result of Defendant's actions, PAR has suffered injury. Accordingly, PAR seeks actual and consequential damages from Defendant resulting from such conversion.

12. Further, Defendant's actions were committed with malice and an intent to harm PAR. As a result, PAR also seeks exemplary damages from Defendant.

Count Two: Violations of the Texas Theft Liability Act

13. PAR realleges and incorporates the paragraphs set forth above.

14. PAR has a possessory right to the monies that were wrongfully taken from the PAR Client Account and PAR Account by Defendant. Defendant's unlawful appropriation of such funds, without PAR's knowledge or consent, constitutes theft within the meaning of Section 134.002 of the Texas Civil Practice and Remedies Code and Section 31.03 of the Texas Penal Code. Defendant's theft was made with the intent to deprive PAR of its property and for Defendant's own personal gain. As a result of Defendant's wrongful acts, PAR has sustained damages. Accordingly, PAR seeks its actual damages resulting from Defendant's theft, as well

as statutory damages provided under Section 134.005(a)(1) of the Texas Civil Practice and Remedies Code. PAR further seeks its court costs and attorneys' fees and exemplary damages due to Defendant's malicious conduct in committing the theft described herein.

Count Three: Breach of Fiduciary Duty

15. PAR realleges and incorporates the paragraphs set forth above.

16. Defendant, as an employee of PAR, owed PAR a fiduciary duty. Moreover, PAR placed trust and confidence in Defendant to manage its clients' properties and provide maintenance to its clients' properties, payment for which was provided through the PAR Client Accounts. Defendant's actions described herein, including the unlawful and improper appropriation of the funds from the PAR Account and PAR Client Accounts, constitutes a breach of Defendant's fiduciary duties to PAR. As a result of Defendant's breaches, PAR has been damaged, and Defendant has benefitted. Accordingly, PAR seeks the recovery of its actual damages from Defendant. Moreover, because Defendant's breaches were committed intentionally and with malice, PAR seeks exemplary damages from Defendant.

Count Four: Money Had and Received

17. PAR realleges and incorporates the paragraphs set forth above.

18. As set forth above, Defendant holds monies that belong to PAR via its ownership, control or right to possess such monies from the PAR Account and PAR Client Accounts. As a result of Defendant's actions, PAR seeks its actual damages, as well as exemplary damages because the monies were obtained by Defendant with malice and through fraud.

Count Five: Fraud

19. PAR realleges and incorporates the paragraphs set forth above.

20. As set forth above, Defendant prepared and presented false invoices and made false statements to PAR employees in connection with payment for such invoices. Defendant's

statements and actions were material, and Defendant knew such statements and actions were false when she made them. Defendant made these statements to PAR with the intent that PAR would act upon them and issue checks to DFW Sales & Service for work that was never performed, and for Defendant's personal gain. PAR relied on Defendant's false statements and issued certain checks to Defendant's sham company and has been damaged as a result. Accordingly, PAR seeks its actual and consequential damages from Defendant. Moreover, because Defendant committed fraud, PAR also seeks the recovery of exemplary damages from Defendant.

Count Six: Accounting

21. PAR realleges and incorporates the paragraphs set forth above.

22. Because Defendant has wrongfully appropriated PAR's monies, PAR requests that Defendant provide an accounting for each account owned or operated by Defendant or any entity owned or controlled by Defendant. It is highly likely that Defendant continued to transfer funds to various accounts following the initial wrongful transfer/deposit of PAR's monies, so an accounting is appropriate to ensure PAR collects any and all funds wrongfully and fraudulently taken from it by Defendant.

Count Seven: Attorneys' Fees

23. PAR realleges and incorporates the paragraphs set forth above.

1. As a result of the conduct of Defendant described above, PAR has been required to retain the undersigned attorneys in connection with this matter. PAR has agreed to pay the undersigned attorneys a reasonable fee for their services. Accordingly, PAR respectfully requests that the Court award its reasonable attorneys' fees and other costs incurred pursuant to Section 134.005 of the Texas Civil Practice and Remedies Code.

VI.
**APPLICATION FOR TEMPORARY RESTRAINING ORDER, TEMPORARY
INJUNCTION AND PERMANENT INJUNCTION³**

A. Probable Right to Relief

24. It is probable PAR will recover both legal and equitable remedies against Defendant on account of her wrongful, fraudulent and illegal appropriation of PAR's monies from the PAR Account and PAR Client Accounts. Specifically, PAR has a probable right to recovery regarding:

- a. Defendant's conversion and money had and received. PAR engaged forensic accountants to track the monies from the PAR Account and PAR Client Accounts, and without question, those monies were deposited into Defendant's personal account, cashed by Defendant at her bank, used to pay Defendant's expenses or deposited directly into the DFW Sales and Service Account owned and controlled by Defendant. Each of these claims entitle PAR to injunctive relief under Texas law;
- b. Defendant's breach of fiduciary duty. Based upon the conduct described and proven herein via PAR's forensic accountants, as well as Defendant's fiduciary duty to PAR as an employee and her relationship of confidence and trust, Defendant breached her fiduciary duties to PAR; and
- c. Defendant's Theft Liability Claim. PAR engaged forensic accountants to track the monies from the PAR Account and PAR

³ PAR's Application is also supported by the Reis Affidavit and Woodruff Affidavit, each of which are attached hereto.

Client Accounts, and without question, those monies were deposited into Defendant's personal account, cashed by Defendant at her bank, used to pay Defendant's expenses or deposited directly into the DFW Sales and Service Account owned and controlled by Defendant.

B. Probable Injury (Immediate and Irreparable Harm)

25. If the relief requested is not granted, PAR will suffer further imminent harm and irreparable injury, and will have no adequate remedy at law, because, Defendant's wrongful appropriation of such monies is likely to continue. Moreover, now that Defendant knows PAR is aware of her actions, Defendant is likely to seek to hide, divert and/or transfer such monies to other accounts, other persons, or simply withdraw and hide PAR's monies. It is highly unlikely, if not impossible, that Defendant will have additional monies that can be located or recovered to satisfy any judgment taken against her for the substantial sums of money that she has stolen from PAR. Moreover, at least a portion of the monies stolen by Defendant were to be paid by PAR to its clients out of the PAR Client Accounts. If those monies are further diverted and remain uncollected, PAR will be required to pay those monies directly, which will create a significant financial burden on PAR and reduce the funds available to it to properly operate and manage its business. Finally, to the extent PAR is unable to collect these monies and cannot repay its clients for the funds taken from the PAR Client Accounts, PAR's client relationships will be irreparably harmed, and PAR could potentially be subject to claims against it by such clients. As a result, PAR will suffer immediate and irreparable harm if injunctive relief is not granted.

VII.
BOND

26. PAR will post a reasonable bond, if necessary, as set by the Court in this case. However, based upon the overwhelming evidence already obtained by PAR demonstrating Defendant's wrongful acts, it is highly unlikely that any temporary restraining order or temporary injunction would be dissolved or that any sums of money or costs may be adjudged against PAR. Accordingly, PAR requests that the bond be set at a nominal amount.

VIII.
REQUESTED RELIEF

27. PAR requests a temporary restraining order and, on a full hearing on this matter, a temporary and permanent injunction providing that PAR, together with their agents, servants, employees, attorneys and those persons in active concert or participation with her, be enjoined as follows:

- (a) Defendant shall immediately cease, desist and refrain from transferring, withdrawing or using any monies obtained or transferred by Defendant from the PAR Account or PAR Client Account (either personally or through DFW Sales & Service);
- (b) Deliver to the Registry of the Court any monies obtained or transferred by Defendant from the PAR Account or PAR Client Account (either personally or through DFW Sales & Service); and
- (c) Defendant shall not delete, modify, change, destroy, erase, mutilate, conceal, alter, transfer, write over, or otherwise dispose of, in any manner, directly or indirectly, documents or records of any kind relating in any manner to this lawsuit, including but not limited to:

- (i) All personal computers including but not limited to all desktop and laptop computers;
- (ii) All bank account information for Defendant and/or DFW Sales & Service;
- (iii) All cell phones and portable email devices (e.g., iPhone, Blackberry or Palm-type devices); and
- (iv) All e-mail accounts, server access rights or messaging systems;

28. In addition, PAR requests whatever further relief, in law and in equity, to which it may be entitled, including but not limited to:

- (d) consequential damages related to any economic loss as a result of Defendant's inappropriate conduct;
- (e) exemplary damages in the highest amount allowed by applicable law; and
- (f) costs, disbursements and attorneys' fees pursuant to applicable law.

Respectfully submitted,

BRACEWELL & GIULIANI LLP

By: /s/ Brian C. Mitchell

Patrick K. Crane
State Bar No. 24001940
Brian C. Mitchell
State Bar No. 24046452

1445 Ross Avenue, Suite 3800
Dallas, Texas 75202-2711
Telephone: (214) 468-3800
Facsimile: (214) 468-3888

ATTORNEYS FOR PLAINTIFF

CERTIFICATE OF SERVICE/NOTIFICATION VIA DALLAS LOCAL RULE 2.02

I hereby certify that notice to Defendant would impair or annul the court's power to grant relief because the subject matter of the application could be accomplished or property removed, secreted or destroyed, if notice were required or given.

/s/ Brian C. Mitchell

Brian C. Mitchell

NO. _____

PROPERTY ADVISERS REALTY, INC., §

IN THE DISTRICT COURT OF

Plaintiff, §

v. §

KASSIE LYNN BOND CARPENTER §
a/k/a SARA BRAXTON, §

DALLAS COUNTY, TEXAS §

Defendant. §

_____ JUDICIAL DISTRICT

AFFIDAVIT OF GERARD D. ("JERRY") REIS

STATE OF TEXAS §

COUNTY OF DALLAS §

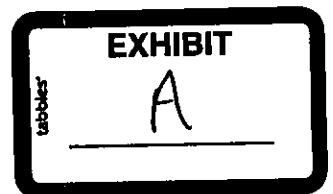
BEFORE ME, the undersigned authority, on this day personally appeared Gerard D. ("Jerry") Reis, known to me to be the person whose name appears below, who upon being duly sworn, deposes and states that the following facts are within his personal knowledge, and true and correct:

1. My name is Gerard D. ("Jerry") Reis. I am over the age of eighteen (18). I have never been convicted of a felony, and I am fully competent to make this Affidavit. I have personal knowledge of the facts stated in this Affidavit, and all of the facts stated in the Affidavit are true and correct.

2. I am the President and CEO of Property Advisers Realty, Inc. ("PAR"). As such, I have been personally involved and am familiar with the facts and circumstances set forth in this Affidavit.

3. PAR is a commercial real estate firm based in Irving, Texas that specializes in various aspects of the commercial real estate industry, including property management, leasing and maintenance for office, industrial and retail properties. More specifically, PAR's property management services include the collection of monthly rents and general maintenance of the real estate properties.

4. Kassie Lynn Bond Carpenter a/k/a Sara Braxton ("Defendant") is an employee of PAR. Defendant was placed on paid leave approximately a week ago. PAR has not formally terminated Defendant as of this date. However, the day after Defendant was placed on paid leave, Defendant filed for unemployment. Defendant has worked for PAR since December 2002, and has served Vice



President—Property Management/Property Accounting for PAR since 2006. One of Defendant's duties as a property manager for PAR is to either provide directly and/or contract for maintenance services, when needed, for the respective properties managed by PAR. In that regard, Defendant is authorized to pay fees and costs associated with maintenance on the properties managed by PAR. The monthly rents received from the tenants on behalf of PAR's clients are deposited into separate accounts owned by PAR and held in trust for each of the properties PAR manages (the "PAR Client Accounts"). PAR then distributes the monthly rents, minus management and certain maintenance fees, to PAR's clients on a quarterly or semi-annual basis from the PAR Client Accounts. Thus, the funds for property maintenance fees and costs are disbursed directly from the bank accounts owned and maintained by PAR, in which PAR's client's rent proceeds are deposited and distributed.

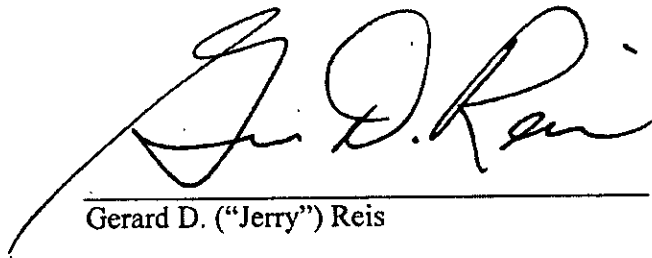
5. On or about February 10, 2012, PAR noticed accounting discrepancies with respect to balances in certain of the PAR Client Accounts. Upon further investigation, as well as a detailed analysis performed by PAR's forensic accountants, PAR realized that maintenance fees were being withdrawn from these PAR Client Accounts and paid to "DFW Sales & Service." DFW Sales & Service is/was not a maintenance vendor recognized or authorized to be used by PAR, and the fees being paid to DFW Sales & Service out of the PAR Client Accounts were substantial. Defendant was presenting fraudulent invoices to PAR for maintenance payments that did not exist. Specifically, between February 15, 2011, and January 19, 2012, \$162,793.00, comprised of over 61 separate checks, were paid directly to DFW Sales & Service from the PAR Client Accounts. PAR has since that time discovered that DFW Sales & Service is a sham entity formed and owned by Defendant for the sole purpose of collecting these maintenance fraudulently and wrongfully obtained funds. These funds were then deposited into DFW Sales & Service's banking account at Bank of America in Coppell, Texas—Defendant's residence.

6. Upon further investigation, PAR discovered that Defendant was also wrongfully receiving and/or stealing checks made payable to PAR as compensation for various services it had provided, such as management fees, maintenance and commissions. Defendant was then depositing those checks into PAR's petty cash account (the "PAR Account") and would fraudulently indorse and/or forge checks from the PAR Account to (i) Defendant, personally; (ii) to obtain cash through Defendant's personal account at Chase Bank; or (iii) to even pay Defendant's living expenses, such as her rent, credit cards and other bills. PAR has discovered, thus far, that during 2009, 2010 and 2011, Defendant wrote over 109 unauthorized checks for her personal use from the PAR Account in excess of \$300,000.00. PAR has also discovered that Defendant was charged with embezzlement in Denton County prior to her employment with PAR, yet she failed to disclose any such charge when seeking employment with PAR.


7. If Defendant is not immediately stopped from transferring the monies taken from the PAR Account and PAR Client Account and/or ordered to

retain all documents relating to these accounts, PAR will be irreparably harmed. Specifically, it will be nearly impossible to track the monies once Defendant is aware of the claims against her. Moreover, based upon her prior actions and those at issue in this case, I believe that there is a high likelihood that Defendant will seek to destroy documents and records that could be used to trace the monies she has absconded from PAR. If these monies are lost or transferred away, PAR will not only lose the monies it was entitled to, but it will also be responsible for paying its clients the amounts taken from the PAR Client Accounts. This will create a significant financial burden on PAR, which it may not be able to comply with and/or will create a situation where PAR is unable to pay its own operating expenses, such as payroll, which could place PAR's entire operating existence in jeopardy. Finally, if PAR is unable to locate and collect the funds taken from the PAR Client Accounts, which PAR is obligated to repay, PAR's client relationships will be irreparably harmed, which could not only lead to further financial issues and loss of goodwill, but could also subject PAR to claims by unpaid clients.

FURTHER AFFIANT SAITH NOT.


Gerard D. ("Jerry") Reiss

SUBSCRIBED AND SWORN TO BEFORE ME by the aforesaid Gerard D. ("Jerry") Reiss, this the 29th day of February, 2012, to certify which witness my hand and seal of office.


Notary Public, in and for the
State of Texas

My Commission Expires:




Typed or Printed Name of Notary

NO. _____

PROPERTY ADVISERS REALTY, INC.,

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IN THE DISTRICT COURT OF

Plaintiff,

v.

DALLAS COUNTY, TEXAS

KASSIE LYNN BOND CARPENTER
a/k/a SARA BRAXTON,

Defendant.

_____ JUDICIAL DISTRICT

AFFIDAVIT OF MICHAEL WOODRUFF

STATE OF TEXAS

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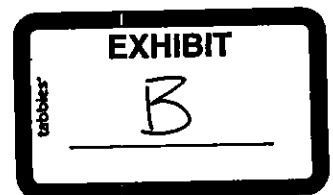
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Michael Woodruff, known to me to be the person whose name appears below, who upon being duly sworn, deposes and states that the following facts are within his personal knowledge, and true and correct:

1. My name is Michael Woodruff. I am over the age of eighteen (18). I have never been convicted of a felony, and I am fully competent to make this Affidavit. I have personal knowledge of the facts stated in this Affidavit, and all of the facts stated in the Affidavit are true and correct.

2. I am an Audit Partner with Hartman Leito & Bolt, LLP ("HLB"). I am a certified public accountant in Texas and Oklahoma. I have been providing professional accounting, consulting, and audit services for over 15 years. My experience includes public and private entities, internal and external audit, and control procedures consulting.

3. I was retained by Property Advisers Realty, Inc. ("PAR") to investigate suspicious charges made from the PAR Account and PAR Client Accounts (as defined in PAR's Original Petition). As such, I have been personally involved and am familiar with the facts and circumstances set forth in this Affidavit and prepared the attachments hereto. Specifically, I analyzed and documented charges from the PAR Account and PAR Client Accounts to DFW Sales and Service, Kassie Bond ("Bond"), Kassie Carpenter ("Carpenter") (Bond and Carpenter shall be referred to collectively herein as "Defendants"), Richard Yery, JC Penney and DirecTV (the "Fraudulent Payees"). The process I used in



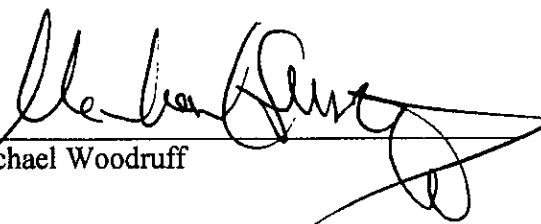
conducting my analysis consisted of inquiry with Jerry Reis, PAR President, to determine that he had suspicions that payments to the vendor "DFW Sales and Service" were not appropriate. As a result of these conversations, we obtained a data file from PAR's accounting system and input that data into a database tool to search for unusual transactions. A result of searches for transactions pointed us to the North Dallas Bank and Trust account that Mr. Reis has stated was not currently in use for operating expenses. We requested that Mr. Reis obtain the bank statements and canceled checks from this account to determine if there were any unusual transactions being processed through this account. Based on my conversations with Mr. Reis, it was determined that any payments to the Fraudulent Payees were, in fact, fraudulent, because:

- a. DFW Sales and Service was not a vendor with whom PAR recognized doing business and invoices were not made available to support payments made to DFW Sales and Service until after PAR questioned them, and the Texas State Tax ID number 32011800532 assigned to DFW Sales and Service is registered by the State of Texas to Kassie Bond using the address 301 S. Macarthur, Coppell, TX 75019, which I understand is the Defendant's home address;
 - b. Defendant receives a salary from PAR that is paid out of a separate account, and PAR has not authorized any other payments to Defendant out of the North Dallas Bank and Trust Account;
 - c. Richard Yery is Defendant's landlord and, therefore, PAR would have no reason to be making payments to him for any reason;
 - d. PAR does not have a credit account with JC Penney; and
 - e. PAR does not subscribe to DirecTV.
4. A total of 216 charges to these persons/entities between 2009 and 2011 were discovered, totaling \$335,770.90. A complete summary of my findings upon concluding the analysis of such payments from are attached hereto as Exhibit B-1.
5. Further, payments made to Citi Credit Services, Lowes, Home Depot, Staples, TXU Energy and Verizon were considered suspicious because:
- (a) PAR's company credit cards are provided through ComData, not Citi;
 - (b) PAR maintains Home Depot and Lowes credit cards, but the frequency of amounts being paid seems unusual;


- (c) PAR is unaware of why there would be so many payments to Staples, especially since PAR typically reuses paper in the office when printing; and
- (d) Payments to TXU Energy and Verizon would not normally be made out of this account and are suspected to be personal bills for Ms. Bond.

A total of 119 charges to these entities between 2009 and 2011 were discovered, totaling \$146,346.48. See Exhibit "B-1."

FURTHER AFFIANT SAITH NOT.


Michael Woodruff

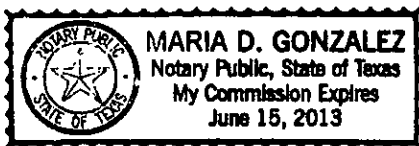
SUBSCRIBED AND SWORN TO BEFORE ME by the aforesaid Michael Woodruff, this the 29th day of February, 2012, to certify which witness my hand and seal of office.


Notary Public, in and for the
State of Texas

My Commission Expires:

06/15/13

Maria D. Gonzalez
Typed or Printed Name of Notary



Summary of payments that are not authorized by PAR

# of Payments	Vendor	Total
59	DFW Sales and Service	\$ 150,684.36
12	DirecTV	\$ 2,283.86
71	JC Penney	\$ 33,067.69
68	Kassie Bond/Carpenter	\$ 133,810.98
8	Richard Yery	\$ 16,100.00
	Total	\$ 335,946.89
2	Expense Reimb to KB/C	(175.99)
	Known unauthorized, net	\$ 335,770.90

Summary of suspicious payments made from N. Dallas B & T Account

# of Payments	Vendor	Total
13	Citi Credit Services	\$ 8,974.00
20	Lowes	\$ 17,800.00
22	Home Depot	\$ 75,910.29
25	Staples	\$ 29,581.00
14	TXU Energy	\$ 5,868.00
25	Verizon	\$ 8,213.19
		\$ 146,346.48

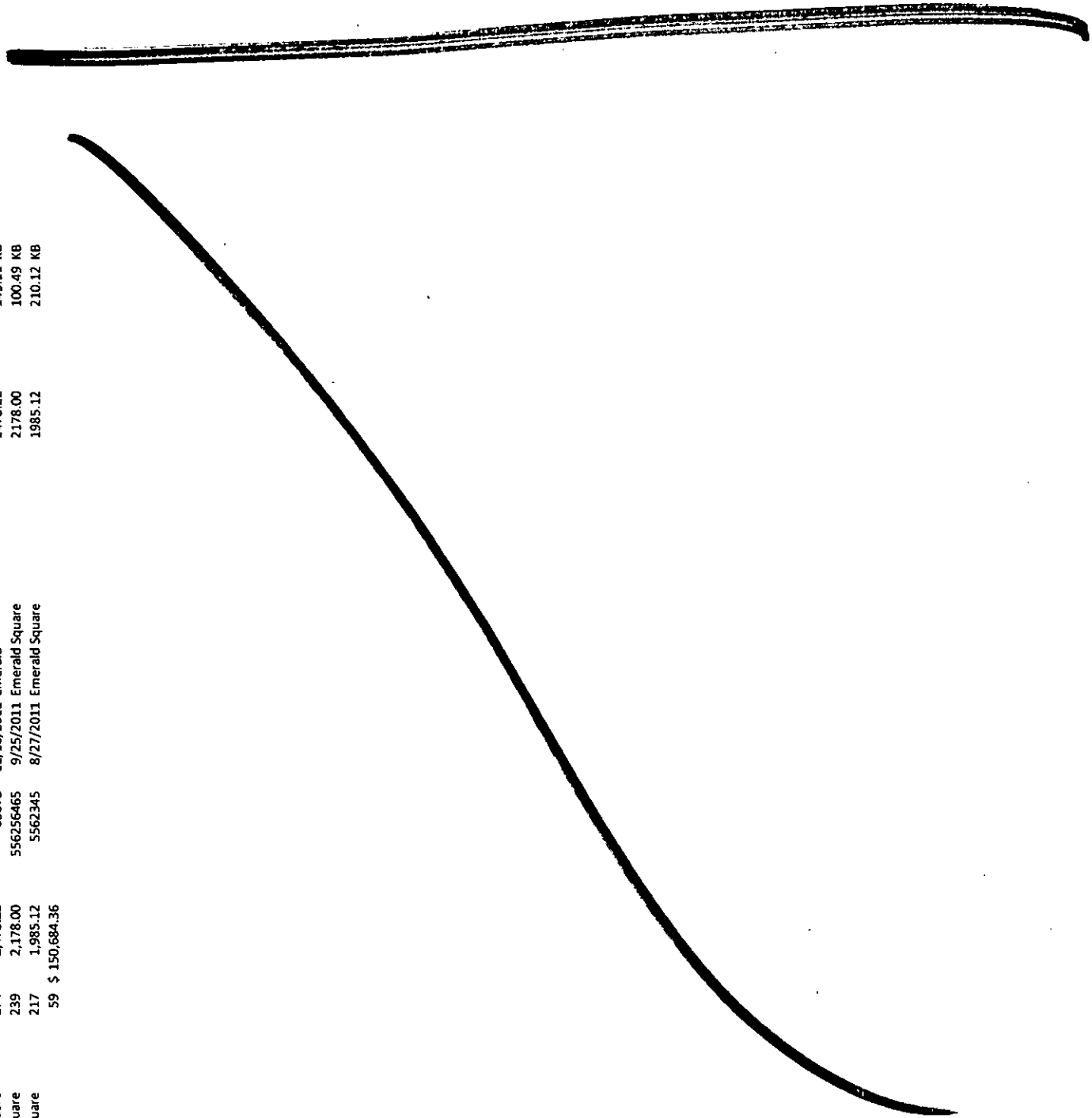
Other payments that need further investigation

# of Payments	Vendor	Total
1	Stowe's Independent	\$ 750.00
1	Western Union	\$ 493.55
1	Dell Financial	\$ 384.56
1	Dana Haywood	\$ 4,125.00
16	Checks written to CASH	\$ 15,205.00
		\$ 20,958.11
	Other charges	\$ 32.00
		\$ 20,990.11

EXHIBIT
B-1

Month	Day	Year	Property	Check #	Amount	Invoice #	Invoice Date	Bill To	Invoice Amount	Sales Tax Amount	Signature	Comments	Sales Tax Recalculated
4	1	2011	Bryarly - Green Oaks Plaza	238	\$ 1,456.22						KB		
4	7	2011	Bryarly - Green Oaks Plaza	247	2,300.00						KB		
4	7	2011	Bryarly - Green Oaks Plaza	248	1,152.22						KB		
7	7	2011	Bryarly - Green Oaks Plaza	334	2,150.20						KB		
4	20	2011	Bryarly - Green Oaks Plaza	261	2,154.22						KB		
5	20	2011	Bryarly - Green Oaks Plaza	294	2,245.22						KB		
7	22	2011	Bryarly - Green Oaks Plaza	353	2,145.11						KB		
2	23	2011	Bryarly - Green Oaks Plaza	208	1,250.22						KB		
7	28	2011	Bryarly - Green Oaks Plaza	358	2,245.00						KB		
6	2	2011	Bryarly - Operating account	212	1,745.22						KB		
5	4	2011	Bryarly - Operating account	196	1,012.11						KB		
8	9	2011	Bryarly - Operating account	253	2,454.11						KB		
7	12	2011	Bryarly - Operating account	237	2,014.00						KB		
7	12	2011	Bryarly - Operating account	239	2,145.11						KB		
5	15	2011	Bryarly - Operating account	203	1,845.11						KB		
4	20	2011	Bryarly - Operating account	189	1,144.11						KB		
5	20	2011	Bryarly - Operating account	208	1,845.22						KB		
7	22	2011	Bryarly - Operating account	248	2,145.22						KB		
8	26	2011	Bryarly - Operating account	267	2,145.00						KB		
12	6	2011	Century Circle Rental Account	1227	4,512.22						HV		
4	7	2011	Century Circle Rental Account	1157	4,512.22		12/10/2011	Century Circle	4145.21	192.67	HV		341.98
12	14	2011	Century Circle Rental Account	1232	4,145.21	55345 or 556254					HV		
1	19	2012	Century Circle Rental Account	1246	2,145.11						HV		
6	2	2011	HCREA	1426	4,125.22						HV		
8	3	2011	HCREA	1461	4,998.21						HV		
4	7	2011	HCREA	1390	2,415.44						HV		
5	9	2011	HCREA	1406	2,145.24						HV		
9	9	2011	HCREA	1477	3,247.22						HV		
3	10	2011	HCREA	1375	3,564.22						HV		
8	10	2011	HCREA	1463	4,616.86						HV		
1	10	2012	HCREA	1541	3,454.21						HV		
3	14	2011	HCREA	1376	2,544.22						HV		
9	14	2011	HCREA	1481	3,154.10						HV		
2	15	2011	HCREA	1353	706.14						HV		
4	20	2011	HCREA	1397	2,547.55						HV		
11	30	2011	HCREA	1521	4,151.22						HV		
3	3	2011	Madison North	3717	2,200.00	55244	11/21/2012	Southlake	4151.22	283.67	HV		342.48
9	9	2011	Madison North	3860	2,145.10						HV		
10	19	2011	Madison North	3895	3,245.11						HV		
12	21	2011	Madison North	8498	4,125.21						HV		
2	22	2011	Madison North	3706	1,250.22						HV		
9	23	2011	Madison North	3876	2,147.11						HV		
10	24	2011	Madison North	3896	2,845.11						HV		
3	3	2011	Randol Mill Service Center	1906	2,145.22	55241	12/21/2011	Madison Northtown	4125.21	304.87	HV		340.33
4	7	2011	Randol Mill Service Center	1932	3,451.22						HV		
5	9	2011	Randol Mill Service Center	1956	3,215.22	525465	5/7/2011	Randol Mill Service Center	3215.22	115.23	HV	signature looks different from others	265.26
9	9	2011	Randol Mill Service Center	2027	3,458.11	254554	9/9/2011	Randol Mill Service Center	3458.11	444.11	HV		285.29
8	10	2011	Randol Mill Service Center	2015	2,436.86	100	8/10/2011	Randol Mill Service Center	2436.86	185.72	HV		201.04
3	14	2011	Randol Mill Service Center	1914	3,325.22	256543	3/12/2011	Randol Mill Service Center	3325.22	296.78	HV		274.33
2	22	2011	Randol Mill Service Center	1897	2,451.11						HV		
3	28	2011	Randol Mill Service Center	1922	2,544.21	25454	3/27/2011	Randol Mill Service Center	2544.21	349.65	HV		209.90
9	1	2011	Trojan Retail - Emerald Square	221	2,150.00	5562313	8/28/2011	Emerald Square	2150.00	175.78	KB		177.38
11	1	2011	Trojan Retail - Emerald Square	258	2,147.11	5562355	10/30/2011	Emerald Square	2147.11	364.66	KB		177.14
10	6	2011	Trojan Retail - Emerald Square	245	2,145.10	556257	10/4/2011	Emerald Square	2145.10	125.74	KB		176.97

10	13	2011	Trojan Retail - Emerald Square	251	1,848.41	556201	10/10/2011	Emerald Square	1848.41	143.41	152.49
11	16	2011	Trojan Retail - Emerald Square	266	2,447.14	55651454	11/8/2011	Emerald Square	2478.22	182.86	204.45
11	17	2011	Trojan Retail - Emerald Square	274	2,478.22	63878	11/16/2011	Emerald	2478.22	145.11	204.45
9	28	2011	Trojan Retail - Emerald Square	239	2,178.00	556256465	9/25/2011	Emerald Square	2178.00	100.49	179.69
8	29	2011	Trojan Retail - Emerald Square	217	1,985.12	5562345	8/27/2011	Emerald Square	1985.12	210.12	163.77
				59	\$ 150,684.36						



Date	Check #	Amount	Paid To	Address	Signed by	Comments
2/25/2010	ACH	3.50	billmatrix			
6/24/2010	ACH	3.50	billmatrix			
12/22/2009	21780	1,000.00	CASH		hv	
1/8/2010	21785	500.00	CASH		hv	
1/22/2010	21794	609.00	CASH		hv	
1/22/2010	21795	1,000.00	CASH		hv	
1/22/2010	21796	1,000.00	CASH		hv	
1/22/2010	21797	500.00	CASH		hv	
1/22/2010	21798	500.00	CASH		hv	
1/22/2010	21799	96.00	CASH		hv	
3/5/2010	21802	4,000.00	CASH		hv	
4/9/2010	21809	1,000.00	CASH		hv	
4/13/2010	21810	1,000.00	CASH		hv	
5/13/2010	21811	500.00	CASH		hv	
8/26/2010	21837	500.00	CASH		hv	
9/29/2010	21845	500.00	CASH		hv	
4/12/2011	21871	600.00	CASH		hv	
8/26/2011	21872	1,900.00	CASH		hv	
8/26/2010	ACH	1,128.00	Citi Pymnt			
11/9/2010	ACH	146.00	Citi Pymnt			
9/16/2010	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
10/15/2010	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
11/22/2010	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
12/15/2010	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
1/18/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
2/16/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
3/16/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
4/16/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
5/15/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
6/20/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
7/18/2011	NONE	700.00	Citicorp Credit Services			VERBALLY AUTHORIZED BY DEPOSITOR
12/18/2009	21775	4,125.00	Dana Haywood Construct	195 Rosewood Drive, Aubrey TX 76227	HV	a Google search identified this entity as a corporate remodeling entity
7/13/2010	ACH	384.56	Dell Financial			
9/8/2009	ACH	165.90	DirecTV			
9/30/2009	ACH	142.54	DirecTV			
10/22/2009	ACH	199.88	DirecTV			
12/9/2009	ACH	186.06	DirecTV			
1/8/2010	ACH	216.25	DirecTV			
2/1/2010	ACH	231.86	DirecTV			
2/25/2010	ACH	191.52	DirecTV			
3/29/2010	ACH	203.20	DirecTV			
4/14/2010	ACH	18.04	DirecTV			
5/18/2010	ACH	371.04	DirecTV			
6/24/2010	ach	203.20	DirecTV			
7/15/2010	DirecTV	154.37	DirecTV			
9/24/2009	ACH	115.30	JCP EPAY			
10/9/2009	ACH	544.02	JCP EPAY			
10/16/2009	ACH	233.98	JCP EPAY			

2 TOTAL \$7.00

15,205.00

8,974.00

4,125.00

384.56

165.90

142.54

199.88

186.06

216.25

231.86

191.52

203.20

18.04

371.04

203.20

154.37

115.30

544.02

233.98

2,283.86

12

13

16

10/19/2009 ACH 507.13 JCP EPAY
10/30/2009 ACH 686.32 JCP EPAY
11/10/2009 ACH 64.69 JCP EPAY
11/10/2009 ACH 189.17 JCP EPAY
11/13/2009 ACH 429.90 JCP EPAY
11/24/2009 ACH 611.56 JCP EPAY
12/1/2009 ACH 232.45 JCP EPAY
12/3/2009 ACH 109.56 JCP EPAY
12/8/2009 ACH 628.19 JCP EPAY
1/4/2010 ACH 867.19 JCP EPAY
1/12/2010 ACH 358.52 JCP EPAY
1/20/2010 ACH 498.60 JCP EPAY
2/9/2010 ACH 437.85 JCP EPAY
2/10/2010 ACH 437.85 JCP EPAY
2/22/2010 ACH 445.55 JCP EPAY
2/26/2010 ACH 155.76 JCP EPAY
3/3/2010 ACH 231.66 JCP EPAY
3/5/2010 ACH 231.66 JCP EPAY
3/8/2010 ACH 189.07 JCP EPAY
4/2/2010 ACH 739.83 JCP EPAY
4/9/2010 ACH 124.43 JCP EPAY
5/10/2010 ACH 836.51 JCP EPAY
5/18/2010 ACH 336.96 JCP EPAY
5/21/2010 ACH 211.40 JCP EPAY
5/28/2010 ACH 613.55 JCP EPAY
6/17/2010 ACH 542.28 JCP EPAY
6/24/2010 ACH 737.54 JCP EPAY
6/29/2010 ACH 126.98 JCP EPAY
7/13/2010 ACH 579.32 JCP EPAY
7/20/2010 ACH 539.15 JCP EPAY
8/6/2010 ACH 343.41 JCP EPAY
8/17/2010 ach 730.85 JCP EPAY
8/31/2010 ACH 554.35 JCP EPAY
9/2/2010 ACH 547.24 JCP EPAY
9/9/2010 ACH 537.23 JCP EPAY
9/23/2010 ach 717.37 JCP EPAY
10/13/2010 ACH 727.94 JCP EPAY
10/27/2010 ACH 801.05 JCP EPAY
11/3/2010 ACH 535.47 JCP EPAY
11/15/2010 ACH 653.09 JCP EPAY
11/23/2010 ACH 387.07 JCP EPAY
11/29/2010 ACH 219.46 JCP EPAY
12/16/2010 ACH 646.86 JCP EPAY
1/18/2011 ACH 764.05 JCP EPAY
1/19/2011 ACH 200.00 JCP EPAY
1/24/2011 ACH 200.00 JCP EPAY
2/17/2011 ACH 565.22 JCP EPAY
3/1/2011 ACH 20.00 JCP EPAY
3/15/2011 ACH 816.76 JCP EPAY
4/17/2011 ACH 648.00 JCP EPAY
5/3/2011 ach 894.46 JCP EPAY
5/24/2011 ACH 450.00 JCP EPAY
7/6/2011 ACH 500.00 JCP EPAY
7/18/2011 ACH 683.73 JCP EPAY

8/2/2011 ACH 671.49 JCP EPAY
 8/5/2011 ACH 592.75 JCP EPAY
 8/22/2011 ACH 326.37 JCP EPAY
 9/9/2011 ACH 550.00 JCP EPAY
 10/12/2011 ACH 250.00 JCP EPAY
 10/12/2011 ACH 450.00 JCP EPAY
 10/19/2011 ACH 250.00 JCP EPAY
 10/25/2011 ACH 220.28 JCP EPAY
 11/21/2011 ACH 818.94 JCP EPAY
 12/6/2011 ACH 471.83 JCP EPAY
 12/6/2011 ACH 504.29 JCP EPAY
 12/20/2011 ACH 487.35 JCP EPAY
 12/21/2011 ACH 487.35 JCP EPAY

71
 33,067.69

1/15/2009	21707	752.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	Same check # as check dated 1/15/09 for \$752.01
1/23/2009	21707	1,214.55	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	Same check # as check dated 1/23/09 for \$1214.55
3/18/2009	21708	1,785.22	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
4/9/2009	21710	1,456.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	Same check # as check dated 4/14/2009 for \$1478.22
4/14/2009	21710	1,478.22	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	Same check # as check dated 4/9/2009 for \$1456.00
6/17/2009	21721	752.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
7/20/2009	21731	852.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
7/30/2009	21736	950.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
8/4/2009	21737	950.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
8/31/2009	21739	1,265.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
9/11/2009	21743	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
9/22/2009	21745	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
9/28/2009	21744	450.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
10/16/2009	21746	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
10/26/2009	21747	650.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
11/10/2009	21749	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
11/19/2009	21750	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
11/24/2009	21751	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
12/7/2009	21752	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
1/13/2010	21786	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
1/14/2010	21788	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
1/15/2010	21790	124.21	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	Appears to be an expense reimbursement check
1/20/2010	21792	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
1/21/2010	21793	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
2/9/2010	21800	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
2/23/2010	21801	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
3/10/2010	21803	1,250.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
3/15/2010	21804	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
3/16/2010	21805	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
3/22/2010	21807	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
3/25/2010	21808	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
5/13/2010	21812	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
5/21/2010	21813	2,500.00	Kassie Bond	2725 W. Royal, Apt. 1201, Irving, TX 75063	HV	
5/26/2010	21814	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
6/14/2010	21821	1,250.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
6/17/2010	21822	1,250.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
6/25/2010	21823	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
7/9/2010	21827	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
7/23/2010	21828	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
8/9/2010	21832	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	
8/16/2010	21834	2,500.00	Kassie Bond	228 Nixon Street, Coppel, TX 75019	HV	

8/19/2010	21835	2,500.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
8/23/2010	21836	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
8/27/2010	21838	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/7/2010	21840	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/8/2010	21841	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/15/2010	21842	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/20/2010	21843	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
9/28/2010	21844	3,150.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/6/2010	21846	3,130.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/8/2010	21847	2,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/22/2010	21848	1,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/25/2010	21849	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/26/2010	21850	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
10/28/2010	21852	2,750.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/5/2010	21853	3,100.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/10/2010	21854	1,250.00	Kassie Bond	228 Nixon Street, Coppell, TX 75019	HV
11/19/2010	21855	2,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
11/24/2010	21856	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
12/7/2010	21858	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
12/17/2010	21859	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
12/23/2010	21860	750.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
1/14/2011	21861	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
1/25/2011	21862	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
2/2/2011	21863	3,150.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/8/2011	21868	51.78	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/11/2011	21869	2,750.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV
4/11/2011	21870	3,200.00	Kassie Carpenter	301 S. MacArthur, Coppell, TX 75019	HV

duplicate check number
duplicate check number

Appears to be an expense reimbursement check

\$ 133,810.98

7/23/2009	ACH	2,000.00	Lowes E Pay		
7/24/2009	ACH	1,000.00	Lowes E Pay		
8/20/2009	ACH	1,000.00	Lowes E Pay		
9/3/2009	ACH	200.00	Lowes E Pay		
9/18/2009	ACH	800.00	Lowes E Pay		
10/22/2009	ACH	800.00	Lowes E Pay		
11/20/2009	ACH	650.00	Lowes E Pay		
12/3/2009	ACH	400.00	Lowes E Pay		
12/21/2009	ACH	1,000.00	Lowes E Pay		
1/12/2010	ACH	1,000.00	Lowes E Pay		
6/29/2010	ACH	1,000.00	Lowes E Pay		
7/13/2010	ACH	1,000.00	Lowes E Pay		
7/30/2010	ACH	1,000.00	Lowes E Pay		
8/5/2010	ACH	500.00	Lowes E Pay		
8/12/2010	ACH	1,000.00	Lowes E Pay		
8/18/2010	ACH	1,000.00	Lowes E Pay		
8/19/2010	ACH	1,000.00	Lowes E Pay		
12/23/2010	ACH	250.00	Lowes E Pay		
3/21/2011	ACH	1,500.00	Lowes E Pay		
5/5/2011	ACH	700.00	Lowes E Pay		
5/18/2009	ACH	7,251.47	Online Pmt Home Depot		
6/8/2009	ACH	3,759.62	Online Pmt Home Depot		
6/25/2009	ACH	2,241.33	Online Pmt Home Depot		
7/13/2009	ACH	5,719.38	Online Pmt Home Depot		
7/14/2009	ACH	2,509.32	Online Pmt Home Depot		
8/5/2009	ACH	5,463.28	Online Pmt Home Depot		

\$ 17,800.00

Would you typically make more than one payment in a given month?
Would you typically make more than one payment in a given month?

8/19/2009 ACH 1,177.92 Online Pmt Home Depot
9/8/2009 ACH 2,062.11 Online Pmt Home Depot
9/18/2009 ACH 485.52 Online Pmt Home Depot
9/18/2009 ACH 3,695.18 Online Pmt Home Depot
10/1/2009 ACH 3,534.63 Online Pmt Home Depot
10/16/2009 ACH 4,039.35 Online Pmt Home Depot
11/4/2009 ACH 1,506.26 Online Pmt Home Depot
11/4/2009 ACH 2,138.48 Online Pmt Home Depot
1/19/2010 ACH 5,808.89 Online Pmt Home Depot
8/20/2010 ach 1,137.05 Online Pmt Home Depot
8/23/2010 ACH 1,551.15 Online Pmt Home Depot
9/7/2010 ACH 875.84 Online Pmt Home Depot
3/17/2011 ACH 6,804.55 Online Pmt Home Depot
3/18/2011 ach 1,425.42 Online Pmt Home Depot
4/8/2011 ACH 7,117.42 Online Pmt Home Depot
8/11/2011 ACH 5,606.12 Online Pmt Home Depot

22

\$ 25,910.29
1,000.00 Online Pmt Staples
1,500.00 Online Pmt Staples
1,500.00 Online Pmt Staples
280.00 Online Pmt Staples
387.00 Online Pmt Staples
2,000.00 Online Pmt Staples
800.00 Online Pmt Staples
1,000.00 Online Pmt Staples
2,000.00 Online Pmt Staples
254.00 Online Pmt Staples
2,000.00 Online Pmt Staples
276.00 Online Pmt Staples
1,000.00 Online Pmt Staples
413.00 Online Pmt Staples
2,000.00 Online Pmt Staples
1,000.00 Online Pmt Staples
3,000.00 Online Pmt Staples
553.00 Online Pmt Staples
578.00 Online Pmt Staples
2,000.00 Online Pmt Staples
579.00 Online Pmt Staples
2,000.00 Online Pmt Staples
595.00 Online Pmt Staples
1,762.00 Online Pmt Staples
1,104.00 Online Pmt Staples

25

\$ 25,581.00
493.55 Purpwr Speedday
\$ 493.55
300.00 Richard Yery
3,300.00 Richard Yery
3,300.00 Richard Yery
8/31/2009 21738 Richard Yery
10/28/2009 21748 Richard Yery
1/13/2010 21787 Richard Yery
6/25/2010 21824 Richard Yery
8/9/2010 21831 Richard Yery
\$ 16,100.00

8

12/17/2009 21771 750.00 Stowe's Independent Servis P.O. Box 1254 Grapevine, TX 76099

a Google search identified this as a Western Union moniker

Same check # as checks dated 1/15 and 1/23

HV HV HV HV HV HV HV HV HV HV

Also had a \$3.50 Billmatrix charge associated with this -
 this is done for online payments

750.00

5/18/2009 ACH	639.00	TXU Energy
6/4/2009 ACH	322.95	TXU Energy
7/15/2009 ACH	285.00	TXU Energy
8/25/2009 ACH	586.89	TXU Energy
11/10/2009 ACH	593.70	TXU Energy
1/15/2010 ACH	277.82	TXU Energy
3/15/2010 ACH	619.44	TXU Energy
4/14/2010 ACH	320.94	TXU Energy
6/24/2010 ACH	288.65	TXU Energy
8/24/2010 ach	137.89	TXU Energy
8/27/2010 ACH	273.61	TXU Energy
11/24/2010 ACH	600.93	TXU Energy
1/28/2011 ACH	613.95	TXU Energy
3/14/2011 ACH	307.23	TXU Energy

5,868.00

14

6/5/2009 ACH	488.00	Verizon Main
7/31/2009 ACH	377.69	Verizon PPD
9/21/2009 ACH	392.39	Verizon PPD
10/29/2009 ACH	455.14	Verizon PPD
12/10/2009 ACH	225.03	Verizon PPD
2/25/2010 ACH	272.35	Verizon PPD
4/15/2010 ACH	285.20	Verizon PPD
6/1/2010 ACH	137.77	Verizon PPD
6/24/2010 ACH	142.77	Verizon PPD
9/10/2010 ACH	215.12	Verizon PPD
10/13/2010 ACH	439.18	Verizon PPD
11/15/2010 ACH	393.64	Verizon PPD
1/13/2011 ACH	400.00	Verizon PPD
1/18/2011 ACH	280.80	Verizon PPD
2/10/2011 ACH	286.27	Verizon PPD
3/1/2011 ACH	286.27	Verizon PPD
3/15/2011 ACH	39.45	Verizon PPD
4/8/2011 ACH	342.06	Verizon PPD
6/17/2011 ACH	296.09	Verizon PPD
7/18/2011 ACH	616.46	Verizon PPD
8/30/2011 ach	314.57	Verizon PPD
10/12/2011 ACH	573.18	Verizon PPD
11/18/2011 ACH	343.74	Verizon PPD
12/21/2011 ACH	305.02	Verizon PPD
12/22/2011 ACH	305.00	Verizon PPD

8,213.19

25

352,574.12	\$	8,213.19
352,574.12	\$	