

**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)

Plaintiff,)

vs.)

Case No. 2022-CV-2052-OT

PREMIER GLOBAL CORPORATION, formerly)
known as PREMIER CONSTRUCTION)
SERVICES, INC.;)

Division 22

PREMIER FACTORING, LLC;)

PF-2, LLC;)

PF-3, LLC;)

PF-4, LLC;)

PF-5, LLC;)

PF-6, LLC;)

PF-7, LLC;)

PREMIER FACTORING GROUP, LLC;)

KCI BUSINESS SERVICES, LLC;)

DDI ADVISORY GROUP, LLC;)

STEVEN J. PARISH; and)

RICHARD D. DEAN,)

Defendants.)

Pursuant to K.S.A. 17-12a603

**EMERGENCY EX PARTE APPLICATION FOR APPOINTMENT OF
RECEIVER**

The Office of the Kansas Securities Commissioner (“Plaintiff”), hereby applies to the Court (this “Application”), on an *ex parte* basis, for the immediate entry of an Order appointing a receiver over the Kansas Receivership Property (as defined herein). Plaintiff

requests the Court grant the relief sought herein on an emergency, *ex parte* basis, and set such other and further proceedings as are necessary and appropriate to be conducted with notice to the defendants on such timeline as the Court determines to be appropriate and which the Court's schedule allows.

INTRODUCTION

This matter relates to a securities action styled *Oklahoma Department of Securities ex rel. Melanie Hall, Administrator v. Premier Global Corporation, et al.*, Case No. CJ-2022-5066 (“Oklahoma Case”) pending in the District Court of Oklahoma County, State of Oklahoma (“Oklahoma Court”). As set forth more fully in the *Verified Petition for Permanent Injunction and Other Equitable Relief, and Civil Penalties*, filed herein on November 1, 2022 (“*Verified Petition*”), the defendants named herein and in the Oklahoma Case are alleged to have participated in the creation and administration of a Ponzi scheme pursuant to which investors were swindled out of at least \$100 million.

Consistent with its mandate and duties to the public, the Oklahoma Department of Securities commenced civil proceedings in Oklahoma to prevent further allegedly fraudulent conduct and to recover for defrauded investors. In connection with those efforts, Eric L. Johnson has been appointed Receiver and has been directed to secure and recover assets of certain defendants and related entities for administration under the direction of the Oklahoma Court.

Specifically, on October 31, 2022, the Oklahoma Department of Securities (“ODS”) sought and obtained from the Oklahoma Court an order (“*Oklahoma Receivership Order*”) appointing Eric L. Johnson as receiver over the assets and property of Premier Global

Corporation, Premier Factoring, LLC, PF-2, LLC, PF-3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, PF-7, LLC, DDI Advisory Group, LLC, Steve Jonathan Parish, and Richard Dale Dean (together the “Receivership Defendants), as well as “any other entity that has conducted any business related to the Receivership Defendants’ businesses . . . that the Receiver determines is controlled or owned by any Receivership Defendant.” *Oklahoma Receivership Order* at 3. Together these are called the “Receivership Entities.” *Id.* Each Receivership Defendant that is a business entity is a limited liability company or a corporation organized and existing under the laws of the State of Kansas, and each has its principal place of business located in Kansas.

Application is hereby made, pursuant to Kansas law and principles of comity, that this Court establish receivership proceedings ancillary to the Oklahoma Case so that the mandates, requirements, and duties of the Receiver may be effectively carried out under Kansas law and the oversight of this Court.

JURISDICTION

1. This Court has jurisdiction to hear and determine this Application pursuant to relevant law including, without limitation, K.S.A. §§ 17-12a603 and 60-1302 and longstanding principles of comity by and among the courts of the various states.

BACKGROUND

2. On October 13, 2022, the Oklahoma Department of Securities (“ODS”) filed its *Petition for Permanent Injunction and Other Relief* (“*Oklahoma Petition*”) in the Oklahoma Case. A copy of the Oklahoma Petition is attached hereto as **Exhibit A**.

3. Pursuant to the *Oklahoma Petition*, ODS alleged, among other things, that the Receivership Defendants, other defendants, and each of them are and have in the past created and operated a Ponzi scheme pursuant to which they purported to sell promissory notes and other investment vehicles to investors under fraudulent and false pretenses. Pursuant to the alleged Ponzi scheme, the Receivership Defendants and other defendants wrongfully obtained from investors in excess of \$100 million. The scheme alleged in the *Oklahoma Petition* and the scheme alleged in the *Verified Petition* are the same Ponzi scheme.

4. On October 14, 2022, ODS further sought and obtained from the Oklahoma Court an order imposing an emergency freeze on the assets of certain defendants in the Oklahoma Case (“*Oklahoma Asset Freeze Order*”).¹ A true and correct copy of the *Oklahoma Asset Freeze Order* is attached hereto and incorporated herein by this reference as **Exhibit B**.

5. On October 31, 2022, ODS further sought and obtained the *Oklahoma Receivership Order*, commencing the “Oklahoma Receivership Proceedings.” A true and correct copy of the *Oklahoma Receivership Order* is attached hereto and incorporated herein by this reference as **Exhibit C**.

¹ The Oklahoma Asset Freeze Order freezes the assets of the Receivership Defendants and the assets of Premier Marketing Management and Joshua Dane Owen. (Ex. A, Oklahoma Asset Freeze Order, at 2.) Premier Marketing Management and Joshua Dane Owen are defendants in the Oklahoma Case, and the Oklahoma Receivership Order provides that the Receiver is authorized to take possession, custody, or control of, any Assets (which includes the assets subject to the Oklahoma Asset Freeze Order). (Ex. B, Oklahoma Receivership Order, at 2, 11.) The Oklahoma Petition alleges that these two defendants are resident in Kansas. Oklahoma Petition at ¶¶ 17-18.

6. Pursuant to the *Oklahoma Receivership Order*, Eric L. Johnson was appointed receiver (“Receiver”) in the Oklahoma Receivership Proceedings and has been commanded to secure certain real and personal property assets of the Receivership Entities, some of which property is situated in Kansas, among other jurisdictions.

7. The Receiver is vested with the full power and authority of an equity receiver, and is ordered to take exclusive and immediate custody, possession and control of all funds and securities located in any bank or other deposit or financial institution or securities brokerage firm, and all properties, whether real, personal, tangible or intangible owned or controlled by any Receivership Entity (“Receivership Property”).

8. Pursuant to the *Oklahoma Receivership Order*, the Receiver is directed and authorized to accomplish his mandate by, among other things, assuming full control over the businesses and assets of the Receivership Entities, removing any directors, officers, managers, independent contractors, employees or attorneys of the same, suspending business operations, and securing all electronic and other business records and any devices or media on which the same may be stored.

9. The *Oklahoma Receivership Order* further directs the Receiver to:

Initiate or commence an ancillary receivership if the Receiver in his business judgment deems such ancillary proceeding necessary and appropriate to effectively carry out the provisions of this Order.

(Ex. B, *Oklahoma Receivership Order*, at ¶ 27, p. 9). In consultation with Plaintiff and the ODS, the Receiver has determined in his business judgment that there exists or may exist substantial Receivership Property in Kansas (“Kansas Receivership Property”).

10. The Kansas Receivership Property includes, among other things, all cash, accounts, books, records, electronic data, passwords, real and personal property situated in Kansas, together with all tangible and intangible property whether held or controlled directly or indirectly by the Receivership Entities.² The Kansas Receivership Property has an unknown value at this time, and the real property situated in Kansas generates an unknown amount of annual income. Plaintiff will supplement this information with the Court as soon as reliable information can be obtained.

11. The creation of an ancillary receivership under Kansas law is necessary for the Receiver to carry out his mandate.

12. The appointment of the Receiver, under the auspices of this court, as an ancillary proceeding, is necessary to permit and enable the Receiver's possession, control, management and/or disposition of the Kansas Receivership Property as ordered by the Oklahoma court.

13. The appointment of the Receiver pursuant to rules of comity, and as provided under Kansas law, is appropriate.

14. Pursuant to the *Oklahoma Receivership Order*, the Oklahoma Court appointed the Receiver specifically over the Receivership Property, which includes the Kansas Receivership Property.

² The *Verified Petition* names two defendants not named as defendants in the *Oklahoma Petition*—Premier Factoring Group, LLC, and KCI Business Services, LLC. The *Verified Petition* alleges that these defendants participated in the fraudulent Ponzi scheme as so-called “Factoring Entities” (*Verified Petition* at ¶ 15), which corresponds to the level of involvement of the other “Receivership Defendants” in the *Oklahoma Receivership Order*. They are therefore Receivership Entities (as defined in the *Oklahoma Receivership Order*), their assets are included in the Receivership Property, and Plaintiff and the Receiver ask that they be included in the Order sought by this Application.

15. The Receiver is qualified to serve as receiver under Kansas law. The Receiver is an attorney duly licensed to practice law in the Kansas state and federal courts. He has no connection, whether business or personal, to any party to the within proceedings. The Receiver is also experienced and qualified to serve herein. He currently serves as a bankruptcy trustee in the Western District of Missouri, has been appointed receiver in numerous other proceedings, and is experienced in receivership practice and procedure. The qualifications of Eric L. Johnson to serve as Receiver are set forth in the *Affidavit of Eric L. Johnson* (“*Johnson Affidavit*”) annexed hereto and incorporated herein by this reference as **Exhibit D**.

16. Appointment of the Receiver is necessary to the Receiver’s possession, control, management, and/or disposition of the Kansas Receivership Property in accordance with the Orders of the Oklahoma Court.

REQUESTED RELIEF

17. Plaintiff files this Application pursuant to principles of comity.

18. Plaintiff is entitled to the relief sought herein pursuant to longstanding Kansas law.

19. The Kansas Supreme Court has long recognized, under principles of comity, the necessity of appointing receivers ancillary to foreign state proceedings.

Where a court of competent jurisdiction acquires jurisdiction of the subject matter and of the parties, its authority continues until the matter is finally disposed of, and no court of co-ordinate authority should interfere with its action.

The rule that the court first acquiring jurisdiction shall proceed without interference from a court of concurrent jurisdiction rests upon

“comity”, and the necessity of avoiding conflicts in the execution of judgments of independent courts.

The rule that the court first acquiring jurisdiction shall proceed without interference from a court of concurrent jurisdiction is applicable not only as between courts within the same state, but between . . . state courts of different states.

The rule that the court first acquiring jurisdiction should dispose of the whole matter is applicable to suits wherein the appointment of a receiver is sought.

Where suit has been filed in a court of competent jurisdiction for appointment of a receiver, jurisdiction of that court begins at the filing of the petition, and from that time on no other court has jurisdiction over the parties and the property to entertain application for the appointment of receivers for any other purpose.

Schaefer v. Milner, 156 Kan. 768 (1943).

20. Such appointments are consistent with Kansas statutory law respecting receiverships. In Kansas,

[a] justice of the supreme court, a judge of the court of appeals or a district judge, or in the district judge's absence from the county a district magistrate judge, shall have authority to appoint a receiver in conformity with the provisions of K.S.A. 60-1302 and 60-1303, and amendments thereto, whose duty it shall be to keep, preserve, and manage all property and protect any business or business interest entrusted to the receiver pending the determination of any proceeding in which such property or interest may be affected by the final judgment. A person who has an interest in property or in the outcome of the proceeding shall not be appointed or continued as a receiver if objection is made thereto by another interested party unless the judge finds and rules that such objection is arbitrary or unreasonable.

K.S.A. § 60-1301. The Kansas uniform securities act explicitly includes “appointment of a receiver” among the “appropriate or ancillary relief” available to the court in civil actions instituted under K.S.A. § 17-12a603. K.S.A. § 17-12a603(b).

A. The Proposed Receiver is qualified to serve as a receiver under Kansas law.

21. The Receiver is qualified to serve as a receiver under Kansas law.

22. The Receiver has not been found guilty of a felony or other crime involving moral turpitude and is not controlled by a person who has been convicted of a felony or other crime involving moral turpitude. The Receiver is not a party to the action, a parent, grandparent, grandchild, sibling, director, officer, agent, attorney, employee, secured or unsecured creditor or lienor of, or holder of any equity interest in, or controls or is controlled by Borrowers, or is the agent, affiliate, or attorney of any of the forgoing. The Receiver does not have an interest materially adverse to the interests of persons to be affected by the proposed receivership generally.

23. The Receiver has executed the oath stating that he shall well, truthfully, and faithfully, discharge his duties as receiver and obey all orders of the Court. The oath is attached hereto as **Exhibit E**.

B. The Bond.

24. The Oklahoma Court did not require the Receiver to post a bond. Plaintiff requests this Court similarly not require a bond pursuant to K.S.A. 60-1302. Like the Oklahoma Case, posting a bond here is unnecessary.

25. ODS is a regulatory agency of the State of Oklahoma. Its actions are in furtherance of its mandate for and on behalf of the citizens of the State of Oklahoma. The same is true of the Plaintiff for and on behalf of the citizens of Kansas. It is anticipated that the appointment of the Receiver in an ancillary capacity in this ancillary matter in

Kansas will serve to maximize the value of the Kansas Receivership Property for victims of the alleged actions of the defendants. The Receiver is a reputable and qualified individual. Accordingly, the Court should not require the receiver to post bond in this matter.

26. In the alternative, should the Court determine that a bond is necessary in this instance, Plaintiff suggests that a \$100,000 bond would be appropriate in this instance.

C. Foreign Orders.

27. To effectuate the Oklahoma Court's orders relating to the Kansas Receivership Property and in consideration of full faith and credit pursuant to Article IV, Section 1 of the United States Constitution and principles of comity, Plaintiff respectfully requests the Court adopt the following procedures with respect to the Oklahoma Court's orders:

Foreign Orders. The Receiver shall file copies of orders relating to the Kansas Receivership Property entered in Oklahoma Department of Securities ex rel. Melanie Hall, Administrator v. Premier Global Corporation, et al., Case No. CJ-2022-5066 (the "Oklahoma Case"), pending in the District Court of Oklahoma County, Oklahoma (the "Oklahoma Court"), in this case within seven (7) days of entry in the Oklahoma Case (the "Foreign Orders"). The Foreign Orders shall be entitled to full faith and credit in this Court pursuant to Article IV, Section 1 of the United States Constitution. Seven (7) days after the filing of a Foreign Order in this Court, the Foreign Order shall be given the same force and effect as though this Court approved and entered the Foreign Order, provided (i) no party or party in interest files an objection to the full faith and credit of the Foreign Order in this Court; and (ii) the Court does not find the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas. Objections to the full faith and credit of a Foreign Order shall be limited to the grounds that the

particular Foreign Order is manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas. If a party or party in interest files an objection to the full faith and credit of the Foreign Order in this Court or the Court finds the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas, the Court shall set a status hearing on the same as soon as the Court's schedule allows.

28. These procedures respect comity and full faith and credit, comply with Kansas law, and also reduce confusion and promote judicial economy by eliminating duplicative filings, notices, deadlines, and hearings in two different courts.

WHEREFORE, Plaintiff respectfully requests that the Court appoint Receiver as receiver ancillary to the Oklahoma Receivership Proceedings, pursuant to the provisions of the Proposed Receivership Order attached hereto as **Exhibit F**, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Thomas E. Knutzen

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Jack Clayton Johnson, Kansas Bar No. 18657
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**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)
)
vs.) Case No. 2022-CV-2052-OT
)
PREMIER GLOBAL CORPORATION, formerly) Division 22
known as PREMIER CONSTRUCTION)
SERVICES, INC.;)
PREMIER FACTORING, LLC;)
PF-2, LLC;)
PF-3, LLC;)
PF-4, LLC;)
PF-5, LLC;)
PF-6, LLC;)
PF-7, LLC;)
PREMIER FACTORING GROUP, LLC;)
KCI BUSINESS SERVICES, LLC;)
DDI ADVISORY GROUP, LLC;)
STEVEN J. PARISH; and)
RICHARD D. DEAN,)
)
Defendants.)
)

Pursuant to K.S.A. 17-12a603

**EXHIBIT A TO EMERGENCY EX PARTE APPLICATION FOR
APPOINTMENT OF RECEIVER**

CJ-2022-5066
Dishman



IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)

Plaintiff,)

v.)

Premier Global Corporation, a Kansas corporation,)
formerly known as Premier Construction Services,)
Inc., and doing business as Premier Construction)
Billing;)

Premier Factoring, LLC, a Kansas limited)
liability company;)

PF-2, LLC, a Kansas limited liability company;)

PF-3, LLC, a Kansas limited liability company;)

PF-4, LLC, a Kansas limited liability company;)

PF-5, LLC, a Kansas limited liability company;)

PF-6, LLC, a Kansas limited liability company;)

PF-7, LLC, a Kansas limited liability company;)

DDI Advisory Group, LLC, a Kansas limited)
liability company;)

Steve Jonathan Parish, an individual;)

Richard Dale Dean, an individual;)

Premier Marketing Management,)
a Kansas corporation;)

Joshua Dane Owen, an individual;)

J&H Holdings, LLC, a cancelled Oklahoma)
limited liability company;)

Kyle Blackburn, an individual;)

Mitzimack, Inc., an Oklahoma corporation;)

Erika Greggs, an individual;)

Elkins & Associates Inc., an Oklahoma corporation;))

Clyde Edward Elkins, an individual;)

James Scott Stanley, an individual;)

Edmond Brokerage, Inc., an Oklahoma corporation;))

Brent Lee Worley, an individual;)

Byron Kent Freeman, an individual;)

Karen Lynne Freeman, an individual; and)

Jay Michael Bogdahn, an individual,)

Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 13 2022

RICK WARREN
COURT CLERK

38 _____

CJ-2022-5066

Case No.

PETITION FOR PERMANENT INJUNCTION
AND OTHER RELIEF

Plaintiff, Oklahoma Department of Securities *ex rel.* Melanie Hall, Administrator, for its claims against the above-named Defendants, alleges and states as follows:

THE PREMIER STORY

1. Since at least 2018, Defendants Steve Jonathan Parish and Richard Dale Dean have designed and orchestrated a massive Ponzi scheme through multiple entities under their control (collectively, the “Premier Defendants”) ¹

2. At all times material hereto, the Premier Defendants have been involved in the offer and sale of securities to investors in the form of promissory notes and transferee agreements, while representing to investors and others that Defendant Premier Global Corporation is successfully engaged in the business of factoring construction related invoices. Offering documents provided to investors disclose that investor money will be used to purchase construction related invoices for factoring purposes. Investors are promised interest payments in return.

3. At all times material hereto, securities have been sold to investors in at least nineteen states, including Oklahoma. There are approximately 140 Oklahoma investors.

4. Defendants induce investors with promised interest rates of ten percent (10%) for promissory notes and rates of return of up to fifteen percent (15%) for transferee agreements. Contrary to the disclosures in the offering documents, the Premier Defendants have not always used factoring revenues to pay investors their promised interest or the return of their principal investment amounts. In practice, the Premier Defendants have primarily

¹ The Premier Defendants include Steve Jonathan Parish; Richard Dale Dean; Premier Global Corporation; Premier Factoring LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Premier Marketing Management; and Joshua Dane Owen.

generated returns for earlier investors with money taken from later investors, the definition of a classic Ponzi scheme.

5. As will be further discussed below, the Premier Defendants have misappropriated millions of dollars of investor funds in additional undisclosed ways to include the following:

- (a) to make hundreds of millions of dollars in intra-company transfers;
- (b) to pay commissions to agents selling the securities on behalf of the Premier Defendants even though the Premier Defendants represented that sales commissions would not be paid;
- (c) to pay expenses unrelated to the factoring business such as real estate ventures in Belize and Las Vegas that in no way benefited investors; and
- (d) to pay expenses for the personal benefit of the individual Premier Defendants and their family members for acquisitions of houses, condominiums, and airplanes.

6. During the time period beginning in January 2018 and ending in February 2022, approximately Five Hundred Twenty-Five Million Dollars (\$525,000,000) of investor money was deposited in at least twenty-one (21) accounts maintained by Premier at five banks. During the same time period, Premier Defendants had no more than Sixty-Five Million Dollars (\$65,000,000) of other monies deposited to those accounts that could possibly be attributed to invoice factoring. During the same time period, purported returns paid to investors exceeded Four Hundred Thirty-One Million Dollars (\$431,000,000). As evidenced by the chart below, only 11% of the money obtained by the Premier Defendants during the relevant time period relates to potential factoring activity. The only conclusion is that the source of funding for returns paid to investors could only be other investors' money – a true Ponzi scheme.

Premier Account Analysis Summary

	<u>Jan 2018 - Feb 2022</u>	
	<u>Total</u>	<u>% of Total</u>
All Other		
<u>Deposits</u>		
Potential Business	64,620,272.01	11%
Investors	524,843,603.31	89%
Salespeople	713,566.60	0%
<i>Total All Other Deposits</i>	<u>590,177,441.92</u>	<u>100%</u>
<u>Expenditures</u>		
Potential Business	(156,009,943.48)	26%
Investors	(431,544,894.92)	73%
Salespeople	(6,529,269.63)	1%
<i>Total All Other Expenditures</i>	<u>(594,084,108.03)</u>	<u>100%</u>
Intra-Company/Entity Transfers		
Intra-Company/Entity Transfers In	874,133,599.65	
Intra-Company/Entity Transfers Out	(869,363,706.28)	

7. As more fully set forth below, Plaintiff alleges that Defendants have engaged in the offer and sale of unregistered securities in violation of Section 1-301 of the Oklahoma Uniform Securities Act of 2004 (“Act”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022); have acted as unregistered agents in violation of Section 1-402 of the Act; have employed or associated with numerous unregistered agents in violation of Section 1-402 of the Act; have committed fraud in connection with the offer, sale and/or purchase of securities in violation of Section 1-501 of the Act; and/or have made materially false or misleading filings in violation of Section 1-505 of the Act. Unless enjoined and restrained, Defendants will continue violating the Act.

PENDING LITIGATION

8. Since August 2020, Plaintiff has sought Oklahoma County District Court relief in order to obtain subpoenaed documents from Defendants Premier; Premier Factoring Group, LLC; Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; and PF-7, LLC, in the nature of invoice factoring documentation (*Oklahoma Department of Securities ex rel. Melanie Hall v. Premier Global Corporation, et al.*, Case No. CJ-2021-4397). In October 2021, Plaintiff filed an application for an order enforcing administrative subpoenas after these Defendants failed to produce subpoenaed invoice factoring records. Such records were sought by Plaintiff to verify revenue figures used by Defendants to solicit investors. Due to the findings by the District Court that the subpoena production was deficient and noncompliant, the District Court enjoined the Defendants from the offer, sale, or renewal of any securities in and/or from Oklahoma. The injunction remains in place.

JURISDICTION

9. Plaintiff brings this action pursuant to Section 1-603 of the Act and is the proper party to bring this action against Defendants.

10. Pursuant to Sections 1-102 and 1-610 of the Act, Defendants, in connection with their activities in the offer and/or sale of securities in and/or from this state, are subject to the provisions of the Act. By virtue of their activities in this state, as described herein, Defendants are subject to the jurisdiction of this Court and to service of summons within and outside of this state.

11. Venue is proper in this county.

DEFENDANTS

PREMIER

12. Premier Global Corporation (“Premier”), formerly known as Premier Construction Services, Inc. (“PCS”), is a Kansas corporation with its principal place of business in Derby, Kansas. Premier continues to use the PCS name and also conducts business as Premier Construction Billing. At no time have any securities issued, offered and/or sold by Premier been registered, or qualified for an exemption from registration, under the Act. At all times material hereto, Premier was controlled by Steve Jonathan Parish.

13. Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; and PF-7, LLC (collectively, the “PF Entities”) are Kansas limited liability companies with their principal places of business in Derby, Kansas. According to offering documents provided to investors, the PF Entities were formed to engage in the business of factoring primarily construction related invoices. At no time have any securities issued by the PF Entities been registered, or qualified for an exemption from registration, under the Act. At all times material hereto, Premier and DDI Advisory Group, LLC, were the limited liability company members of the PF Entities. The managers of the PF Entities were Steve Jonathan Parish and Richard Dale Dean.

14. DDI Advisory Group, LLC (“DDI Advisory”) is a Kansas limited liability company with its principal place of business in Plano, Texas. At all times material hereto, DDI Advisory was controlled by Richard Dale Dean. At all times material hereto, DDI has not been registered, or exempt from registration, under the Act in any capacity.

15. Steve Jonathan Parish (“Parish”) is an individual who, at all times material hereto, has been a resident of Kansas and has controlled Premier and the PF Entities. Parish

has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Parish has not been registered in any capacity under the Act.

16. Richard Dale “Dickie” Dean (“Dean”) is an individual who, at all times material hereto, has been a resident of Texas and has controlled DDI Advisory and the PF Entities. Dean has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Dean has not been registered in any capacity under the Act.

17. Premier Marketing Management, Inc. (“Premier Marketing”), is a Kansas corporation with its principal place of business in Derby, Kansas. At all times material hereto, Premier Marketing has been controlled by Joshua Dane Owen. At all times material hereto, Premier Marketing has not been registered, or exempt from registration, under the Act in any capacity.

18. Joshua Dane Owen (“Owen”) is an individual who, at all times material hereto, has been a resident of Kansas. Owen has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Owen has not been registered in any capacity under the Act.

OKLAHOMA SALES AGENTS

19. J&H Holdings, LLC (“J&H”) is a cancelled Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto, J&H has been controlled by Kyle Blackburn. At no time has J&H been registered, or exempt from registration, under the Act in any capacity.

20. Kyle Blackburn (“Blackburn”), an individual, is an Oklahoma resident. Blackburn has offered and/or sold securities in and/or from Oklahoma as described herein. At

all times material hereto, Blackburn was not registered in any capacity under the Act. Blackburn is the brother of Erika Greggs.

21. Mitzimack Inc. (“Mitzimack”) is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto, Mitzimack has been controlled by Erika Greggs. At no time has Mitzimack been registered, or exempt from registration, under the Act in any capacity.

22. Erika Greggs (“Greggs”), an individual, is an Oklahoma resident. Greggs has offered and sold securities in and/or from Oklahoma as described herein. At all times material hereto, Greggs was not registered in any capacity under the Act. Greggs is the sister of Blackburn.

23. Elkins & Associates Inc. (“Elkins & Associates”) is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto, Elkins & Associates has been controlled by Clyde Edward “Eddie” Elkins. At all times material hereto, Elkins & Associates was not registered, or exempt from registration, under the Act in any capacity.

24. Clyde Edward “Eddie” Elkins (“Elkins”), an individual, is an Oklahoma resident. Elkins has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Elkins was not registered in any capacity under the Act.

25. James Scott Stanley (“Stanley”), an individual, is an Oklahoma resident. Stanley has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Stanley was not registered in any capacity under the Act.

26. Edmond Brokerage, Inc. (“Edmond Brokerage”) is an Oklahoma corporation with its principal place of business in Oklahoma City, Oklahoma. At all times material hereto,

Edmond Brokerage has been controlled by Brent Lee Worley. At all times material hereto, Edmond Brokerage has not been registered, or exempt from registration, under the Act in any capacity.

27. Brent Lee Worley (“Worley”), an individual, is an Oklahoma resident. Worley has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Worley was not registered in any capacity under the Act.

28. Byron Kent Freeman (“Kent Freeman”), an individual, is an Oklahoma resident. Kent Freeman has offered and/or sold securities in and/or from Oklahoma as described herein. Kent Freeman was registered under the Act as an investment adviser representative between July of 2008 and November of 2020. Kent Freeman is married to Karen Freeman.

29. Karen Lynne Freeman (“Karen Freeman”), an individual, is an Oklahoma resident. Karen Freeman has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Karen Freeman was not registered in any capacity under the Act. Karen Freeman was registered as a broker-dealer agent under the Act from April of 1994 to June of 2000. Karen Freeman is married to Kent Freeman.

30. Jay Michael Bogdahn (“Bogdahn”), an individual, is an Oklahoma resident. Bogdahn has offered and/or sold securities in and/or from Oklahoma as described herein. At all times material hereto, Bogdahn was not registered in any capacity under the Act.

CERTAIN DEFENDANTS’ DISCIPLINARY HISTORIES

ELKINS

31. Defendant Elkins was the subject of two previous civil actions brought by Plaintiff in Oklahoma County District Court, Case No. CJ-2004-6295 (the “2004 Action”) and

Case No. CJ-2007-2415 (the “2007 Action”). In the 2004 Action, the Court issued an order prohibiting Elkins from offering or selling any security, and from acting as a broker-dealer or agent, in and/or from Oklahoma (the “2004 Order”). Elkins had sold unregistered securities in the nature of death benefits in viatical settlement contracts; promissory notes; and stock.

32. In 2007, Plaintiff discovered that Elkins was continuing to offer and sell unregistered securities in violation of the Act and the 2004 Order. The securities sold by Elkins were in the nature of interests in mineral claims and right of first refusal contracts. As a result, Plaintiff filed the 2007 Action for contempt against Elkins.

33. On August 3, 2007, the District Court entered a permanent injunction against Elkins forever enjoining and restraining him from offering and/or selling any security in and/or from the state of Oklahoma unless (a) Elkins became registered as a securities agent under the Act and (b) the security, if not exempt, was registered under the Act (the “2007 Order”). Elkins entered a plea of guilty for violating the 2004 Order and was ordered to disgorge his profits from the sale of the securities to investors. He received a deferred sentence.

34. Elkins violated the terms of the 2007 Order by failing to disgorge his profits to investors. In February 2008, Plaintiff filed an application to accelerate the deferred sentence.

35. On April 16, 2008, the Court entered an *Order Accelerating Deferred Sentence* against Elkins. Elkins was fined and sentenced to six months in jail.

STANLEY

36. Defendant Stanley was registered as a broker-dealer agent under the Act from January of 1989 to May of 2008.

37. Stanley was also a defendant in the 2004 Action brought against Elkins. Plaintiff alleged that Stanley offered and/or sold unregistered securities in and/or from the state

of Oklahoma in the nature of promissory notes and interests in viatical investment contracts; acted as an agent without benefit of registration; and engaged in fraud. Stanley sold the securities without the approval of his broker-dealer.

38. Stanley entered into an agreement with Plaintiff wherein he agreed to comply with the Act and the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities and agreed not to offer and/or sell any security in and/or from the state of Oklahoma unless the security was registered under the Act or otherwise qualified for an exemption from registration under the Act. Additional restrictions imposed on Stanley required that his broker-dealer approve any products he sells, that he sell products only through a broker-dealer, and that a broker-dealer monitor his securities activity.

39. In 2009, Plaintiff investigated the activities of Stanley after an examination of his broker-dealer revealed that Stanley had again done business that was not authorized by his broker-dealer and engaged in email correspondence that had not been forwarded to the broker-dealer for review and approval. Stanley's broker dealer firm permitted him to resign from the firm.

40. On August 12, 2009, Plaintiff filed an Enforcement Division Recommendation against Stanley alleging that, after previously being disciplined for similar activity, Stanley engaged in selling products outside of his broker-dealer, engaged in email correspondence that had not been forwarded to his broker-dealer for review and approval, and failed to follow the written supervisory procedures of his broker-dealer by using his personal email address for business proposes. Plaintiff recommended that Stanley be barred from registration under the Act.

41. In February 2010, Stanley entered a second agreement with Plaintiff, wherein he agreed that for a period of six (6) months, he would not offer and/or sell any security in and/or from the state of Oklahoma or transact business in and/or from the state of Oklahoma as a broker-dealer, broker-dealer agent, issuer agent, investment adviser, and/or investment adviser representative. Further, Stanley agreed that any future registration under the Act would be conditioned on a Plaintiff approved heightened supervision plan by any broker-dealer and/or investment adviser with whom he became associated. Stanley agreed to pay a monetary penalty in the amount of Five Thousand Dollars (\$5,000) before he could again be registered under the Act.

42. Stanley has not applied for registration to offer and/or sell securities since his 2009 resignation.

KENT FREEMAN

43. Defendant Kent Freeman was registered as a broker-dealer agent under the Act from September of 1994 to August of 2006.

44. In 2006, Kent Freeman was terminated as an agent of his broker-dealer firm, after he accepted monies from an outside entity in connection with reports generated on behalf of a client.

45. Kent Freeman became a registered investment adviser representative under the Act in July of 2008 and remained registered until November 2020, when he was terminated by his investment adviser firm for violation of firm policies regarding participation in unapproved private securities transactions.

DEAN

46. In January 2020, Defendant Dean was the subject of an order from the Office of the Kansas Securities Commissioner for the sales of unregistered securities in a nationwide Ponzi scheme involving Woodbridge Mortgage Investment Funds. The securities were issued by a web of limited liability companies to purportedly raise funds for loans to third party borrowers. The securities, in the nature of promissory notes and membership units, were sold to investors through a network of unregistered sales agents, including Dean. Sales agents were paid commissions for the sales of the securities. Dean signed a Consent Order that concluded he offered and sold unregistered securities and transacted business as an unregistered agent in violation of Kansas law.

NATURE OF THE CASE

CONSTRUCTION BILLING AND INVOICE FACTORING

47. According to offering documents provided to investors, Defendant Premier evolved over time from a construction contractor into a provider of construction billing services on behalf of contractor and subcontractor clients. According to those same offering documents, Premier began factoring invoices for its contractor and subcontractor clients in order to provide such clients with “cash flow for their outstanding invoices for construction services and materials provided to construction projects.”

48. According to its own documents, Premier simply provides a billing service that, for a fee, generates an invoice on behalf of a client and sends it to the party for whom construction work was performed. To provide such clients with cash flow, Premier pays the clients a percentage of the amount of the invoice(s). At no point does Premier require, nor does the construction client execute, any master factoring contract, assignment, pledge, or other

commercially recognized instrument relating to an invoice in favor of Premier. Premier does not make any type of filing to perfect such an interest under the Uniform Commercial Code.

49. To finance the invoice factoring, i.e., the payments to be made to its contractor and subcontractor clients, Premier and DDI Advisory raise money from investors through the offer, sale and issuance of promissory notes and transferee agreements.

THE PROMISSORY NOTES

50. In or about 2017, Defendants Premier and DDI Advisory began to form the PF Entities as a series of essentially identical limited liability companies that would each issue promissory notes to investors (collectively, the "Promissory Notes"). Nearly identical private placement memoranda ("PPMs") for each PF Entity were prepared and distributed in connection with the offer and/or sale of the Promissory Notes to investors. Defendants represent that the Promissory Notes will pay the investors a stated annual return of ten percent (10%) for a one (1) year term that is automatically renewable unless prior notice is given within 90 days. An indemnity certificate, included in the PPMs, provides assurances that funding will be in place in the event of any default on the payment of an invoice. All such offerings by the PF Entities are for the stated purpose of factoring invoices.

51. Each PPM states that the PF Entity will raise Ten Million Dollars (\$10,000,000) from only accredited investors. The PPMs also disclose that the Premier Defendants are relying on an exemption from securities registration requirements. The designated exemption requires that each offering is part of a single issue to be sold to no more than twenty-five (25) investors, that no general solicitation or general advertising be used, and that no commissions or any remuneration be paid to any salesperson. All of the required elements to claim the exemption have not been satisfied by any of the PF Entities.

52. The PPMs provide background information concerning Defendants Premier and DDI Advisory as well as biographical information about Defendants Parish and Dean. The PPMs also contain representations about how investment money will be used and how investor money will be secured through each PF Entity's purchase of invoices.

53. The biographical information contained in the PPMs states that Parish "formed Premier Global Corporation and has transformed it into a business with a focus on providing desperately needed cash flow to subcontractors in the industry. Under Steve's guidance as CEO, Premier has grown to nearly \$200,000,000 in total annual revenue in just 10 years." The PPMs represent that Premier's revenue increased from Eighty Million Dollars (\$80,000,000) in 2018 to Two Hundred Million Dollars (\$200,000,000) by 2020. No financial statements, either audited or unaudited, or other financial information, are provided to investors in any of the PPMs or otherwise.

54. The Promissory Notes were offered and sold to investors through numerous unregistered sales agents in numerous states, including a network of agents in the state of Oklahoma. Before being ordered to stop by the Oklahoma County District Court in July 2022, the Promissory Notes were offered and sold in and/or from Oklahoma primarily through Defendants J&H, Blackburn, Mitzimack, Greggs, Elkins & Associates, Elkins, Stanley, Edmond Brokerage, Worley, Kent Freeman, Karen Freeman, and Bogdahn (collectively, the "Oklahoma Sales Agents").

55. The commission for the sales agents was three percent (3%) of the principal amount of the Promissory Note investment. In addition, Blackburn received a one-half percent (0.5%) override on all Oklahoma Sales Agent Promissory Note sales. Commission payments were paid by the applicable PF Entity on a monthly basis starting immediately after a

Promissory Note was sold. Commission payments ended if the investors asked for the return of their money from Premier. In addition, commission payments increased if the investor renewed the investment or invested additional funds.

56. The PPMs for each PF Entity falsely state: “The securities in this offering are sold directly through issuance by the Company, as issuer. No commission will be paid on such sales.”

57. The Oklahoma Sales Agents sold Promissory Notes during the time period of January 2018 to January 2022 that resulted in the payment, at a minimum, of the following commissions:

Agent	Total Commissions Paid
J&H/Blackburn	\$703,215.30
Mitzimack/Greggs	\$208,951.42
Elkins & Associates/Elkins	\$80,469.67
Edmond Brokerage/Worley	\$142,541.22
Stanley	\$132,755.34
Karen Freeman	\$420,717.86
Bogdahn	\$19,578.50

THE TRANSFEREE AGREEMENTS

58. In addition to the Promissory Notes issued by each PF Entity, Defendants Premier, Premier Marketing, Parish, and Owen raised money from investors (collectively, the “Transferee Investors”) through the offer and sale of transferee agreements (collectively, the “Transferee Agreements”). As with the Promissory Notes, Transferee Investor funds were raised for the stated purpose of the invoice factoring activity of Premier. Premier, Premier Marketing, Parish, and Owen sold the Transferee Agreements to at least two Oklahoma Transferee Investors promising the Transferee Investors a return on their investments of fifteen percent (15%).

59. The Transferee Agreements are executed by each Transferee Investor and a representative of Premier, for a one (1) year term that is automatically renewable unless 90 days prior notice is given. The Transferee Agreements require that the Transferee Investor open an account, dedicated solely for the execution of the transactions subject to the Transferee Agreement, at a bank designated by Premier. Transferee Investors deposit funds into the account to purchase the rights to collect upon Premier's receipt of the amount owed on the invoice by Premier's billing service customer. A Premier representative is added as a signatory on the account to allow Premier, Premier Marketing, Parish, and Owen to "...conduct, monitor, and review the account transactions as they are processed." All efforts necessary for the Transferee Investor to realize a profitable return are performed by Premier, Premier Marketing, Parish, and Owen.

60. Transferee Investors receive monthly business activity reports that purport to show the invoice purchases from their accounts and any repayment on the invoices back to the accounts. Premier, Premier Marketing, Parish, and Owen control the purchase of the invoices for each Transferee Investor account and make entries to the monthly business activity reports.

61. According to an October 1, 2022 Transferee Investor monthly business activity report, none of the invoices purportedly purchased by Premier on behalf of such investor have been partially or fully paid since December 2021.

62. Premier, Premier Marketing, Parish, and Owen sold Transferee Agreements during the time period of January 2018 to February 2022 that resulted in the payment of commissions and/or other remuneration to Premier Marketing, Owen, and other agents.

THE FRAUDULENT CONDUCT

A. REVENUE MISREPRESENTATIONS

63. At every point in connection with the offer and sale of both the Promissory Notes and Transferee Agreements to investors, Defendants represent that Premier is a very profitable business. However, at all times material hereto, the payments from Premier to the Promissory Note and the Transferee Investors, along with its payment of sales commissions to sales agents, greatly exceeded any possible business revenue from invoice factoring activity. One of the most fundamental and material representations made by Defendants to investors is false.

B. INVOICE OWNERSHIP MISREPRESENTATIONS

64. Although Defendants Parish and Dean established each PF Entity as a separate limited liability company and represented to Promissory Note Investors that each PF Entity would “purchase” and/or “acquire” its own factored invoice assets, such segregation was illusory. Each PPM repeatedly represents to Promissory Note Investors that the “Company”, defined in each PPM as the specific PF Entity, will “acquire” or “purchase” factored invoices. For example, page 7 of the PPM for PF-2, LLC, dated August 14, 2018, states under the heading “Factoring of Invoices”, that the Company has been formed to engage in the “purchase of invoices from various construction companies”. Representations that the PF Entity is acquiring or owning invoices are made throughout the PPMs without qualification. Each PPM even emphasizes to potential investors that the PF Entity will essentially have no “assets” other than factored invoices purchased with PF Entity Investors’ funds. Such representations are false. In reality, no PF Entity “acquires” or “purchases” factored invoices in any commercially recognized manner.

65. Although initially deposited into a bank account held by and in the name of the specific PF Entity, Promissory Note Investors' money is quickly transferred to one of five accounts at separate financial institutions. The accounts are held by Premier and have been used by the Premier Defendants for a myriad of purposes as discussed in paragraph 5 above.

66. The factored invoices are initially paid for, and subsequently payments are collected by, Premier. Premier merely creates an internal invoice tracking number that corresponds to a specific PF entity. This internal bookkeeping function does not affect a transfer of ownership of the invoice to the PF Entity.

67. In short, contrary to the representations in the PPMs, the bookkeeping entry results in each PF Entity being nothing more than a potential creditor holding a claim to a factored invoice. At no point does a PF Entity have any commercially cognizable claim that would equate to "ownership" of an invoice. As a result, the numerous representations in the PPMs of "acquiring" or "purchasing" an invoice as an asset of each PF Entity are materially false.

C. OKLAHOMA SALES AGENT MISREPRESENTATIONS/OMISSIONS

68. The Promissory Notes were offered and sold to Oklahoma investors through the unregistered Oklahoma Sales Agents. As part of the scheme to evade the securities registration requirements of the Act, Defendants Parish and Dean created and implemented a "Contractor Services Agreement" process between DDI Advisory and the Oklahoma Sales Agents and referred to the commission payments as "loan servicing fees" rather than commissions.

69. In many instances, Oklahoma investors were not provided with the PPMs until after their investment decisions were made and their money was submitted to the PF Entities.

70. Kent Freeman and Karen Freeman conspired to work together on the sales of the Promissory Notes to hide Kent Freeman's involvement from his associated investor adviser. While Kent Freeman offered and sold the securities, Karen Freeman executed all "Contractor Services Agreements", nominally signed sales documents as the "Contractor", and directly received the commission payments for each sale. Oklahoma investors dealt with Kent Freeman and did not know Karen Freeman was associated in any way with their purchases of their investments. Karen Freeman's only real concern during the process was whether the commissions had been promptly deposited into her bank account.

71. Defendants did not disclose to Oklahoma investors the disciplinary history of Dean, *i.e.*, his participation in a large Ponzi scheme prior to offering and selling the securities on behalf of Premier.

72. Defendants Elkins, Kent Freeman, and Stanley did not disclose to investors their disciplinary histories prior to offering and selling the investments on behalf of Premier.

73. To avoid the detection of selling securities outside of his associated investment adviser, known as "selling away", Defendant Kent Freeman conspired with Defendant Karen Freeman to offer and sell the Promissory Notes to Oklahoma investors utilizing the scheme described in paragraph 70 above.

74. Despite the PPMs stating that the offerings are to be made only to "accredited investors", Oklahoma investors were allowed to invest with the PF Entities when they did not qualify as "accredited investors". In at least one instance, Defendants Kent Freeman and Worley falsified documents to make it appear as though an investor qualified as an "accredited investor" when the investor did not.

D. EXEMPT OFFERING MISREPRESENTATIONS

75. Contrary to representations made to investors, Defendants failed to qualify for an exemption from the securities registration requirements for their offers and sales of Promissory Notes in and/or from the state of Oklahoma.

76. Contrary to representations made to investors, Defendants failed to qualify for an exemption from the securities registration requirements for their offers and sales of Transferee Agreements in and/or from the state of Oklahoma.

E. UNDISCLOSED TRANSFERS OF SUBSTANTIAL INVESTOR FUNDS

77. From January 2018 through early 2022, Premier has engaged in extensive activity involving the transfer of funds among at least twenty-one (21) bank accounts held at at least five (5) banks. The transfer of money, including millions of dollars entrusted to it from Promissory Note and Transferee Investors, has soared to the sum of over Eight Hundred Million Dollars (\$800,000,000) in deposits and over Eight Hundred Million Dollars (\$800,000,000) in expenditures. Defendants never disclosed to Promissory Note or Transferee Investors that their money would be used for extensive intra-company transfers for activity that was not attributable to actual invoice factoring.

F. INVESTOR MONEY USED TO PAY OTHER INVESTORS

78. To keep the scheme from collapsing and to prevent its detection, Defendants used money received from new investors to pay promised returns to prior Promissory Note and Transferee Investors.

G. TRANSFEREE REPORT MISREPRESENTATIONS

79. To conceal the misuse of Transferee Investor funds and to perpetuate the scheme to defraud the investors, Defendants Premier, Premier Marketing, Parish, and Owen

provide monthly business activity reports to the Transferee Investors, falsely describing the revenue being generated from factoring activity.

H. SUBMISSION OF FABRICATED INVOICES

80. After extensive litigation and court orders that certain invoice documents be produced to Plaintiff, Defendants produced a limited and inadequate number of records to the Court and to the Plaintiff. Defendant Parish submitted a *Declaration of Completeness of Document Production* under penalty of perjury. The Court found the documents to be deficient and noncompliant. The documents were revealed by Plaintiff, through a financial analysis of the records and from an affidavit from a Kansas law enforcement officer, to be largely fabricated.

FIRST CAUSE OF ACTION

(Violation of Section 1-301 of the Act: Offer and/or Sale of Unregistered Securities)

81. Plaintiff realleges and incorporates by reference each and every allegation contained in paragraphs 1 through 80 above.

82. The Promissory Notes and Transferee Agreements are securities, as defined by Section 1-102 of the Act.

83. Defendants offered and sold securities in and/or from Oklahoma. The securities being offered and sold by Defendants are not and have not been registered under the Act nor are the securities offered or sold pursuant to an exemption from registration, as required by Section 1-301 of the Act.

84. By reason of the foregoing, Defendants have violated, are violating, and unless enjoined, will continue to violate Section 1-301 of the Act.

SECOND CAUSE OF ACTION

(Violation of Section 1-402 of the Act: Offers and Sales of Securities by Unregistered Agents and Employing Unregistered Agents)

85. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding cause of action.

86. The Premier Defendants and the PF Entities are issuers, as defined in Section 1-102 of the Act.

87. Defendants offered and sold unregistered securities in and/or from Oklahoma.

88. Parish, Dean, Owen, and the Oklahoma Sales Agents are not, and have not been, registered as agents pursuant to Section 1-402 of the Act.

89. The Premier Defendants employed or associated with the Oklahoma Sales Agents to offer and/or sell securities in this state.

90. By reason of the foregoing, the Premier Defendants and the Oklahoma Sales Agents, directly and indirectly, have violated, are violating, and unless enjoined, will continue to violate Section 1-402 of the Act.

THIRD CAUSE OF ACTION

(Violation of Section 1-501 of the Act: Making an Untrue Statement of Material Fact or Omitting to State a Material Fact)

91. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

92. Defendants, in connection with the offer and/or sale of securities, through the statements described above, have made, and continue to make, untrue statements of material fact or omitted, and continue to omit, material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

93. By reason of the foregoing, Defendants, directly and indirectly, have violated, are violating, and unless enjoined, will continue to violate Section 1-501 of the Act.

FOURTH CAUSE OF ACTION

(Violation of Section 1-501 of the Act: Engaging in any Act, Practice, or Course of Business that Operates or Would Operate as a Fraud or Deceit upon Another Person)

94. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

95. Defendants, in connection with the offer and/or sale of securities, through the acts, practices and course of business described above, have engaged, and are engaging, in acts, practices, and a course of business that operate as a fraud upon investors.

96. By reason of the foregoing, Defendants, directly and indirectly, have violated, are violating, and unless enjoined, will continue to violate Section 1-501 of the Act.

FIFTH CAUSE OF ACTION

(Violation of Section 1-505 of the Act: Misleading Filings)

97. Plaintiff realleges and incorporates by reference each and every allegation contained in the preceding causes of action.

98. Defendants made, or caused to be made, in records filed under the Act and used in a civil proceeding that were materially false or misleading.

99. By reason of the foregoing, Defendants, directly and indirectly, have violated, are violating, and unless enjoined, will continue to violate Section 1-505 of the Act.

PRAYER FOR RELIEF

Defendants have engaged and are engaging in acts and practices in violation of the Act and, as a result of these activities, have received a substantial amount of money from investors.

WHEREFORE, based upon the foregoing, and pursuant to the authority specifically granted by Section 1-603 of the Act, Plaintiff prays for the Court to grant the following relief:

I.

A permanent injunction enjoining Defendants from transacting business in and/or from the state of Oklahoma as an issuer, issuer agent, broker-dealer, broker-dealer agent, investment adviser, and/or investment adviser representative and from otherwise offering and/or selling securities in and/or from the state of Oklahoma;

II.

An order prohibiting Defendants, their agents, servants employees, assigns and all those persons, directly or in directly, acting on their behalf, under their direction and control, and/or in active concert of participation with them, who receive actual notice of the order, by personal service, facsimile or otherwise, and each of them from tampering with, mutilating, altering, erasing, concealing, removing, destroying or otherwise disposing of any and all books, records, documents, files, correspondence, computer disks, tapes or other data recordings of any type, pertaining to or referring to Defendants and any of their subsidiaries or affiliates;

III.

An order freezing the assets of the Premier Defendants wherever located, and ordering that all banks, depository institutions, brokerage firms or other financial institutions comply with the Court's order;

IV.

An order prohibiting Defendants, their agents, servants, employees, assigns and all those persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them, who receive actual notice of the order, by

personal service, facsimile or otherwise, and each of them from, directly or indirectly, transferring, withdrawing, concealing, removing, destroying, or otherwise disposing of any and all assets of the Premier Defendants.

V.

Restitution to be paid by Defendants to Oklahoma Promissory Note Investors and Transferee Investors;

VI.

Disgorgement of all ill-gotten gains obtained by Defendants as a result of their violations of the Act;

VII.


A civil penalty in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) against each Defendant; and/or

VIII.

Such other relief as the Court may deem necessary, just, and proper in connection with the enforcement of the Act.

Respectfully submitted,

OKLAHOMA DEPARTMENT OF SECURITIES
MELANIE HALL, ADMINISTRATOR

By: 

Patricia A. Labarthe, OBA No. 10391

Shaun Mullins, OBA No. 16869

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**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)
)
vs.) Case No. 2022-CV-2052-OT
)
PREMIER GLOBAL CORPORATION, formerly) Division 22
known as PREMIER CONSTRUCTION)
SERVICES, INC.;)
PREMIER FACTORING, LLC;)
PF-2, LLC;)
PF-3, LLC;)
PF-4, LLC;)
PF-5, LLC;)
PF-6, LLC;)
PF-7, LLC;)
PREMIER FACTORING GROUP, LLC;)
KCI BUSINESS SERVICES, LLC;)
DDI ADVISORY GROUP, LLC;)
STEVEN J. PARISH; and)
RICHARD D. DEAN,)
)
Defendants.)
)

Pursuant to K.S.A. 17-12a603

**EXHIBIT B TO EMERGENCY *EX PARTE* APPLICATION FOR
APPOINTMENT OF RECEIVER**

OCT 14 2022

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

RICK WARREN
COURT CLERK

41 _____

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)

Plaintiff,)

v.)

Premier Global Corporation, a Kansas corporation,)
formerly known as Premier Construction Services,)
Inc., and doing business as Premier Construction)
Billing;)

Premier Factoring, LLC, a Kansas limited)
liability company;)

PF-2, LLC, a Kansas limited liability company;)

PF-3, LLC, a Kansas limited liability company;)

PF-4, LLC, a Kansas limited liability company;)

PF-5, LLC, a Kansas limited liability company;)

PF-6, LLC, a Kansas limited liability company;)

PF-7, LLC, a Kansas limited liability company;)

DDI Advisory Group, LLC, a Kansas limited)
liability company;)

Steve Jonathan Parish, an individual;)

Richard Dale Dean, an individual;)

Premier Marketing Management,)
a Kansas corporation;)

Joshua Dane Owen, an individual;)

J&H Holdings, LLC, a cancelled Oklahoma)
limited liability company;)

Kyle Blackburn, an individual;)

Mitzimack, Inc., an Oklahoma corporation;)

Erika Greggs, an individual;)

Elkins & Associates Inc., an Oklahoma corporation;)

Clyde Edward Elkins, an individual;)

James Scott Stanley, an individual;)

Brent Lee Worley, an individual;)

Byron Kent Freeman, an individual;)

Karen Lynne Freeman, an individual; and)

Jay Michael Bogdahn, an individual,)

Defendants.)

Case No. CJ-2022-5066

**ORDER FREEZING ASSETS, ORDER PROHIBITING DISPOSITION OF ASSETS
AND ORDER PROHIBITING DESTRUCTION OR DISPOSITION OF RECORDS**

This matter came on for hearing this 14~~th~~ day of Oct, 2022, before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, upon Plaintiff's Petition for Permanent Injunction and Other Relief ("Petition") and the Plaintiff's *Application for Order Freezing Assets and Other Relief* ("Application") filed pursuant to Section 1-603 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022).

It appears to this Court from the facts alleged in Plaintiff's Petition and Application that Plaintiff is entitled to the relief requested in the Application. It further appears that the public will suffer irreparable damage and injury unless such relief is granted.

It also appears to the Court that if the issuance of this Order is further delayed there is a strong likelihood that investor funds may be lost to the detriment of those investors.

IT IS HEREBY ORDERED that the assets of the following Defendants: Premier Global Corporation; Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Steve Jonathan Parish; Richard Dale Dean; Premier Marketing Management; and Joshua Dane Owen (the "Premier Defendants") be, and hereby are, frozen ("Assets"). The freeze shall include, but not be limited to, funds, securities and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, held by or under the direct or indirect control of the Premier Defendants, whether held in the name of the Premier Defendants for the direct or indirect beneficial interest of any Premier Defendant, in whatever form such assets may presently exist; and those funds located in any bank or other depository or financial institution or securities brokerage firm. It shall also apply to accounts in the name of any individuals or entities controlled by the Premier Defendants or over which the Premier Defendants have signatory or other designated authority, if the funds are derived to any

extent from the activities alleged in Plaintiff's Petition. All banks or other depository or financial institutions or securities brokerage firms served with a copy of this Order shall cooperate with Plaintiff relating to implementation of this Order, including imposing a freeze on and prohibiting the disposition of any and all Assets, including accounts and funds, and producing records relating thereto. Facsimile or electronic transmission shall constitute service on the banks or other depository or financial institutions or securities brokerage firms.

IT IS FURTHER ORDERED that the Premier Defendants, their agents, servants, employees, assigns, and those persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them who receive actual notice of the Order, by personal service, electronic submission, facsimile, or otherwise, and each of them from tampering with, mutilating, altering, erasing, concealing, removing, destroying or otherwise disposing of any and all books, records, documents, files, correspondence, electronically stored data, and information stored in computer maintained form, pertaining to or referring to the Premier Defendants and any of their subsidiaries or affiliates, and any financial transactions by the Premier Defendants or to which the Premier Defendants and/or investors were parties.

IT IS FURTHER ORDERED that the Premier Defendants, their agents, servants, employees, assigns and all those persons, directly or indirectly, acting on their behalf, under their direction and control, and/or in active concert or participation with them, who receive actual notice of the Order, by personal service, electronic transmission, facsimile or otherwise, and each of them from, directly or indirectly, transferring, withdrawing, concealing, removing, destroying, or otherwise disposing of any and all Assets of the Premier Defendants.

IT IS FURTHER ORDERED that the Premier Defendants allow representatives of the Oklahoma Department of Securities access to any and all documents relating to the sales of

securities and the business of the Premier Defendants, their subsidiaries, officers, directors, agents, servants, employees, assigns, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, including, but not limited to, books, records, tapes, discs, accounting data, checks, correspondence, forms, advertisements, brochures, manuals, electronically stored data, bank records, customer and investor lists, customer and investor files, telephone records, ledgers, payroll records, to include such information stored in computer maintained form.

IT IS FURTHER ORDERED that the Premier Defendants shall provide notice of this Order to each of their affiliates, successors, directors, officers, and each of their employees, salespersons, representatives, and independent contractors.

THIS ORDER IS ENTERED this 14th day of Oct, 2022, at 2:30, p.m.

CINDY H. TRUONG

DISTRICT COURT JUDGE

Approved as to Form:


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CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

OCT 14 2022

RICK WARREN COURT CLERK
Oklahoma County



**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)
)
vs.) Case No. 2022-CV-2052-OT
)
PREMIER GLOBAL CORPORATION, formerly) Division 22
known as PREMIER CONSTRUCTION)
SERVICES, INC.;)
PREMIER FACTORING, LLC;)
PF-2, LLC;)
PF-3, LLC;)
PF-4, LLC;)
PF-5, LLC;)
PF-6, LLC;)
PF-7, LLC;)
PREMIER FACTORING GROUP, LLC;)
KCI BUSINESS SERVICES, LLC;)
DDI ADVISORY GROUP, LLC;)
STEVEN J. PARISH; and)
RICHARD D. DEAN,)
)
Defendants.)
)

Pursuant to K.S.A. 17-12a603

**EXHIBIT C TO EMERGENCY EX PARTE APPLICATION FOR
APPOINTMENT OF RECEIVER**

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)
)
Plaintiff,)
v.)
Premier Global Corporation, a Kansas corporation,)
formerly known as Premier Construction Services,)
Inc., and doing business as Premier Construction)
Billing;)
Premier Factoring, LLC, a Kansas limited)
liability company;)
PF-2, LLC, a Kansas limited liability company;)
PF-3, LLC, a Kansas limited liability company;)
PF-4, LLC, a Kansas limited liability company;)
PF-5, LLC, a Kansas limited liability company;)
PF-6, LLC, a Kansas limited liability company;)
PF-7, LLC, a Kansas limited liability company;)
DDI Advisory Group, LLC, a Kansas limited)
liability company;)
Steve Jonathan Parish, an individual;)
Richard Dale Dean, an individual;)
Premier Marketing Management,)
a Kansas corporation;)
Joshua Dane Owen, an individual;)
J&H Holdings, LLC, a cancelled Oklahoma)
limited liability company;)
Kyle Blackburn, an individual;)
Mitzimack, Inc., an Oklahoma corporation;)
Erika Greggs, an individual;)
Elkins & Associates Inc., an Oklahoma corporation)
Clyde Edward Elkins, an individual;)
James Scott Stanley, an individual;)
Edmond Brokerage, Inc. an Oklahoma corporation)
Brent Lee Worley, an individual;)
Byron Kent Freeman, an individual;)
Karen Lynne Freeman, an individual; and)
Jay Michael Bogdahn, an individual,)
)
Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 31 2022

RICK WARREN
COURT CLERK

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Case No. CJ-2022-5066
Judge Don Andrews

ORDER APPOINTING RECEIVER

On this 31st day of October 2022, this matter came before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, upon Plaintiff's *Emergency Application for Order Appointing Receiver* ("*Receivership Application*"), filed pursuant to Section 1-603 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022).

On October 14, 2022, the Court entered an order freezing the assets of certain Defendants identified in the order as the Premier Defendants (the "Asset Freeze Order"). The frozen assets include, but are not limited to, funds and securities located in any bank or other deposit or financial institution or securities brokerage firm, and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, held by or under the direct or indirect control of the Premier Defendants, whether held in the name of the Premier Defendants or for the direct or indirect beneficial interest of any Premier Defendant, in whatever form such assets may presently exist (the "Assets").

It appears to this Court from the facts alleged in Plaintiff's *Receivership Application* that Plaintiff is entitled to the relief requested. It further appears that there is a justifiable basis to believe that the following Defendants: Premier Global Corporation (formerly known as Premier Construction Services, Inc. and doing business as Premier Construction Billing); Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Steve Jonathan Parish; and Richard Dale Dean (the "Receivership Defendants") have violated the securities registration, securities professionals registration, and anti-fraud provisions of the Act, that a clear threat of immediate and irreparable injury and harm to Plaintiff and investors exists, and a danger exists that the Receivership Defendants will dissipate their assets to the detriment of Plaintiff and investors.

The Court finds, based on the record in these proceedings, that the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets owned, controlled, managed, or possessed by the Receivership Defendants, and that Lawyers Title of Nevada, Inc., be allowed to close the pending sale of the real property at 4575 Dean Martin Drive #2400, Las Vegas, Nevada 89103.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Eric L. Johnson be appointed as Receiver for the Receivership Defendants and Receivership Entities (“Receiver”) with the full power of an equity receiver. For purposes of this Order, “Receivership Entities” means (1) the Receivership Defendants and (2) any other entity that has conducted any business related to the Receivership Defendants’ businesses including receipt of Assets derived from any activity that is the subject of the Plaintiff’s *Petition for Permanent Injunction and Other Relief* (“Petition”) filed in this matter on October 13, 2022, and that the Receiver determines is controlled or owned by any Receivership Defendant. The Receiver is given directions and authority to accomplish the following with regard to the Receivership Entities:

1. to take exclusive and immediate custody, possession and control of any and all Assets, as well as any records or documents relating in any way to the Assets, wherever situated;
2. to assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, manager, managing member, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

3. to manage the business activities of the Receivership Entities, their affiliates, subsidiaries, and any related entities subject to the provisions set forth herein related to the suspension of business activities;

4. to suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be reasonably continued legally and profitably;

5. to conserve, hold and protect the Assets, pending further action by this Court. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive, all Assets of the Receivership Entities and of other persons or entities whose interests are now under the Receivership Estate;

6. to use, sell, or lease property other than in the ordinary course of business pursuant to the provisions of this Order or subsequent orders of this Court, and to execute in a Receivership Entity's stead such documents, conveyances, and Debtor consents as may be required in connection therewith;

7. to obtain, conserve, hold, manage, and prevent the loss of all electronic stored information ("ESI"), business records, and other documents of the Receivership Entities (the "Documents"), and perform all acts necessary or advisable to preserve such Documents; provided, all such forgoing acts are subject to the resources and funding available to the Receiver and/or any limitation thereof. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic

documents held onsite or by Electronic Data Hosts) by changing usernames, passwords or other log-in credentials; take possession of all electronic documents of the Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all such documents;

8. to retain or dismiss any employee or independent contractor of the Receivership Entities as may be advisable or necessary, including any individual Receivership Defendant, from control of, management of, or participation in the affairs of, or from the premises of each Receivership Entity;

9. to receive and collect any and all sums of money due or owing to the Receivership Entities whether the same are due or shall hereinafter become due and payable; and to make such payments and disbursements as may be necessary and advisable for the preservation of the Assets and as may be necessary and advisable in discharging his duties as Receiver;

10. to enter into and cancel contracts and purchase insurance as advisable or necessary;

11. entering into, modifying, or canceling contracts affecting any part or all of the Receivership Estate, including, without limitation, employment contracts, independent contractor agreements, leases, service agreements, and insurance contracts, as advisable or necessary;

12. to take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and

disconnecting any internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises documents or Assets of the Receivership Entities. Law enforcement personnel, including, but not limited to, police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security;

13. to apply for, obtain, and pay any reasonable fees for lawful license, permit or other governmental approval relating to the Receivership Entities and the Receivership Estate;

14. to confirm the existence of and, to the extent permitted by law, to exercise the privileges of any existing license or permit; and doing all things necessary to protect and maintain such licenses, permits and approvals, subject to the further provisions of this Order;

15. to take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Receivership Entities, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Receivership Defendants and their representatives;

16. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to exercise the duties of the Receiver. The Receiver may immediately retain or employ such persons, and compensate such

persons, all subject to application to and approval by the Court as set forth in this Order; provided, however, Receiver's retention of the law firm, Spencer Fane LLP, is hereby approved by the Court and no further employment application is required;

17. to take custody of and to open and inspect any and all mail, electronic mail or deliveries addressed to any Receivership Entity to determine if same relate to the existence, location, identity, collection, preservation, maintenance or operation of the Assets, and to notify the United States Postal Service to effect the forward delivery of any mail addressed to any Receivership Entity to a mail depository under the control of the Receiver;

18. to open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the Receivership Estate from such accounts;

19. to maintain accurate records of all receipts and expenditures incurred as Receiver;

20. to institute, prosecute and defend, compromise, adjust, intervene in or become party to such actions or proceedings in any state court, federal court, or United States bankruptcy court as may, in the Receiver's opinion, be necessary or proper for the protection, maintenance, or preservation of the Assets, or the carrying out of the terms of this Order, including but not limited to, actions challenging fraudulent or voidable transfers, and likewise to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings now pending in any court by or against any Receivership Defendant where such prosecution, defense, or other disposition of such

actions or proceedings is, in the judgment of the Receiver, advisable or proper for the protection of the Assets and Receivership Estate;

21. to issue subpoenas to obtain Documents and other records pertaining to the Receivership Entities, and conduct discovery in this action on behalf of the Receivership Estate;

22. to cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

23. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access. Plaintiff's or Defendants' access to the Receivership Entities' documents pursuant to this Section shall not provide grounds for any party to object to any subsequent request for documents;

24. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all non-privileged documents in the possession custody, or control of the Receivership Entities;

25. to waive or assert on behalf of the Receivership Entities the attorney client privilege or any other applicable privilege;

26. to initiate or commence a proceeding under title 11 of the United States Code including the filing of any bankruptcy petitions for any of the Receivership Entities in order to protect and preserve the assets, and pursue any claims and causes of action, of any of the Receivership Entities and to act as management and Debtor in Possession of any of the Receivership Entities so filed by the Receiver, and to appear and be heard in any bankruptcy proceeding of any of the Receivership Defendants not filed by the Receiver;

27. to initiate or commence an ancillary receivership if the Receiver in his business judgment deems such ancillary proceeding necessary and appropriate to effectively carry out the provisions of this Order;

28. to serve as necessary and appropriate as Receiver in any ancillary receivership ordered by a court of any other jurisdiction or as trustee in any bankruptcy proceeding relating to any Receivership Defendant;

29. to use Receivership Entities' tax identification numbers and any other similar numbers used by Receivership Entities with the state, local, and federal taxing authorities for the preservation, protection, maintenance, operation, management, and control of the Assets and Receivership Entities;

30. to (1) execute and file any required federal, state, and local tax return on behalf of the non-individual Receivership Entities; and (2) to take all necessary and prudent steps to terminate any 401(k) plan held by the non-individual Receivership Entities. The Receivership Estate shall bear the expense for the preparation and filing of all required documents including, with limitation, tax returns, for the Receivership

Estate to maintain compliance with all applicable deadlines and avoid liens, interest, and penalties from being established against the assets of the Receivership Estate;

31. to prepare reports regarding the administration and/or finances of the Receivership Estate when so requested by Plaintiff or when otherwise ordered by this Court; and

32. to exercise all those powers necessary to implement or incidental to the specific powers, directions, and general authorizations set out in this Order, other orders and directives of this Court and/or any other applicable law, and further may take actions relating to the Receivership Entities and the Receivership Estate beyond the scope contemplated by the provisions set forth in this Order; provided, however, that the Receiver must obtain prior approval from this Court for any actions beyond scope contemplated herein unless such action is on an emergency basis and is necessary to prevent the irreparable harm to the Assets and Receivership Estate.

IT IS FURTHER ORDERED that the Receiver shall be empowered to serve as the sole and exclusive “Manager”, “Managing Member”, and “Representative” (or corporate equivalent of such roles) of each of the Receivership Entities and the Receivership Estate, and shall be authorized to take any action necessary to perform its duties in such roles including, without limitation, executing any required titles, bills of sale, or similar documents.

IT IS FURTHER ORDERED that the Receiver shall have no duty to remediate any environmental issue with respect to any real property that is part of or under control of the Receivership Estate and shall be held harmless by the Receivership Entities with respect to such issues.

IT IS FURTHER ORDERED that if the Receiver identifies a nonparty entity as a Receivership Entity, the Receiver will promptly notify the entity as well as the parties and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. Provided, however, that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity.

IT IS FURTHER ORDERED that this Receivership Order shall not apply to, and shall in no way affect, those specific financial institution accounts created pursuant to any "Transferee Agreement" as described in the Petition filed in this matter on October 13, 2022.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Assets or to carry out the terms of this Order and to seek the Assets through any appropriate judicial process.

IT IS FURTHER ORDERED that, subject to the compensation procedures set forth herein, the Receiver and his professionals may apply to this Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement of reasonable expenses incurred in connection with his duties as Receiver. The Receiver's hourly fee shall be billed at the rate of \$500 per hour, which rate shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. Spencer Fane LLP's rates shall be billed at their usual and customary

rates; provided however, there will be a rate cap of \$500, which cap shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. The fees and expenses of the Receiver and the Receiver's retained professionals shall have priority over any other claims made against the Receivership Defendants. The Receiver shall not be required to post a bond. The Oklahoma Department of Securities shall have the authority to seek removal of the Receiver for cause and upon approval of this Court.

IT IS FURTHER ORDERED that the following compensation procedures shall be utilized for the payment of Receiver's fees and expenses, and the fees and expenses to persons whose employment is or has been approved by this Court (individually, an "Applicant," collectively "Applicants"):

1. Applicants may provide monthly fee and expense statements, subject to necessary redaction for information covered by attorney client, work product, or other applicable privilege, to the Plaintiff and other parties to this action (the "Reviewing Parties");
2. If none of the Reviewing Parties object in writing within 10 days of service of the statements, the Applicant's fees and expenses are authorized be paid on a monthly basis on the following terms:
 - a. 100% percent of an Applicant's fees are authorized to be paid on a monthly basis and, subject to the 20% Holdback (as defined below), the Applicant may apply said amount to outstanding invoices for services; provided however, that such Applicant shall retain 20% of said monthly fee in an attorney's trust account (the "20% Holdback") pending further order of this Court.

- b. In the event an Applicant is not an attorney or does not otherwise have an attorney trust account (a "Non-attorney Applicant"): (i) the Receiver is authorized to pay 80% percent of the Non-attorney Applicant's fees for services rendered to the Receiver; (ii) Such Non-attorney Applicant may apply said amount to outstanding invoices for services; and (iii) Receiver shall establish a segregated account and pay the remaining 20% Holdback otherwise payable to the Non-attorney Applicant into the segregated account pending further order of this Court.
- c. In the event there is an objection to a monthly fee or expense statement, the Receiver is authorized pursuant to the procedures set forth herein to pay the non-objectable fees or expenses. Objections to fees shall be particular to the time entry or entries for which an objection is made, and for each, the basis for the objection. General objections to fees shall not prevent the payment under the compensation terms set forth herein, and may be raised, if and as appropriate, in response to an application for approval of fees and expenses.
- d. Applicants' expenses shall be reimbursed in full on a monthly basis, subject to disgorgement if disallowed at the time an Applicant's periodic fee application is made herein.
- e. Applicants shall file periodic fee applications at approximately 120-day intervals with the first such periodic fee application due on February 15, 2024 and every 120 days thereafter unless modified by Court Order. Upon approval of the periodic fee application, Applicants may receive and then

apply the 20% Holdback to outstanding invoices for post-petition services rendered to the Receiver.

- f. Failure to timely object to a monthly fee or expense statement does not waive any objection to a periodic fee application. Each Applicant, by accepting payment hereunder, acknowledges that any order authorizing payment of fees and reimbursement of expenses under the conditions set out herein or any others imposed by this Court, shall not constitute a waiver by the Plaintiff, or any other party in interest of any right to comment or to make objection to any fees or expenses for which Court approval is sought by Applicant.
- g. Notwithstanding the procedures set forth herein, the Receiver is authorized, *but not directed*, to pay fees and expenses, if, in his judgment and taking into account the need to maintain adequate and necessary reserves, he determines there are insufficient funds to immediately pay an Applicant's fees and expenses.
- h. The costs of those person(s) or firm(s) retained by the Receiver that are necessary to collect, manage, maintain, improve, process, sell, or lease real or personal property including, without limitation, sale/leasing agents or brokers, property managers, security firms, computer consultants, and maintenance firms, shall not be subject to these compensation procedures and the fees and expenses of such person(s) or firm(s) shall be paid out of the Receivership Estate pursuant to any agreement or contract with such entity so long as the fees charged for such services are usual and customary.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located who receive actual notice of this Order, by personal service, electronic communication or otherwise, shall promptly deliver and surrender to the Receiver:

1. all Assets in the possession of or under the control of any one or more of them;
2. all books and records of any kind that relate to the Assets; and
3. all items and information necessary to access the Assets and books and records including, but not limited to, addresses, keys, vehicle identification numbers, passwords, and security codes.

IT IS FURTHER ORDERED that Lawyers Title of Nevada be allowed to complete the closing of the sale of the real property located at 4575 Dean Martin Drive, #2400, Las Vegas, Nevada 89103 and to remit the net proceeds of the sale directly to the Bank of America account ending in ##### 7271.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, who receive actual notice of this Order, by personal service, electronic communication or otherwise, fully cooperate with and assist the Receiver and that they take no action, directly or indirectly, to hinder or obstruct the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Receiver.

IT IS FURTHER ORDERED that, except by leave of Court during the pendency of this Order, all creditors and other persons seeking money, damages, lien enforcement, or other relief from any Receivership Entity, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever (including the continuation of a pending lawsuit), to interfere with the Receiver or to the possession of or management by the Receiver of the Assets or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities. This Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government with respect to such governmental unit's police or regulatory power.

IT IS FURTHER ORDERED that no bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without permission of this Court upon notice and a hearing initiated by such entity.

IT IS FURTHER ORDERED that a public utility providing service to property included in or under the control of the Receivership Estate may not alter, refuse, or discontinue service to such property without first giving the Receiver fourteen (14) days' notice, or such other notice as may be required by the rules of the public service commission for a customer of that class, of any default or intention to alter, refuse, or discontinue service to the property. Nothing in this Order prohibits the Court, upon motion by the Receiver, to prohibit the alteration or cessation of utility service if the Receiver can furnish adequate assurance of

payment in the form of deposit or other security for service to be provided after entry of this Order.

IT IS FURTHER ORDERED that the Receivership Defendants and Receiver allow representatives of the Oklahoma Department of Securities access to any and all non-privileged documents relating to the offers and sales of the Promissory Notes and Transferee Agreements described in the Petition and/or evidence of the offers and sales of any other securities by the Receivership Defendants, their subsidiaries, officers, directors, agents, servants, employees, assigns, attorneys and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, including, but not limited to, books, records, tapes, discs, accounting data, checks, correspondence, forms, advertisements, brochures, manuals, electronically stored data, bank records, customer and investor lists, customer and investor files, telephone records, ledgers, payroll records, and any such information stored in computer maintained form.

IT IS FURTHER ORDERED that the Receiver shall solely be the agent of the Court in acting as receiver under this Order and no person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of this Court permitting the suit or action; provided, however, that no prior court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action. The Receiver, the Receiver's professionals and their agents (i) may rely on any and all outstanding court orders, judgments, decrees, and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree, or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other documents believed by them to be genuine and to have been

signed or presented by the proper parties; (iii) shall have judicial immunity and shall not be liable to anyone for their good faith compliance with their duties and responsibilities as a Receiver, or employees, agents, and professionals for the Receiver; (iv) shall not be liable to anyone for their acts or omissions, unless such acts or omissions were outside the scope of their duties or were grossly negligent or constitute malfeasance. Except for acts or omissions that were outside the scope of the duties of the Receiver, the Receiver's attorneys, or their agents, or that were grossly negligent or constitute malfeasance, persons dealing with the Receiver shall only look to the receivership assets to satisfy any liability, and neither the Receiver nor his professional or his agents shall have any personal liability to satisfy such obligations. This Court shall have exclusive jurisdiction over any claims against the Receiver for any act or conduct performed in connection with the Receiver's appointment.

IT IS FURTHER ORDERED the Receiver, and the Receiver's employees, agents, and professionals shall have no personal liability, and they shall have no claim asserted against them relating to the Receiver's duties under this Order, without prior authority from this Court as stated in the previous paragraph above. The Receiver, and his employees, agents, and all professionals and management companies retained by the Receiver shall not be liable for any obligation of Receivership Entities that arose prior to the entry of this Order (or upon being designated a Receivership Entity) including, without limitation, any contingent or unliquidated obligations, taxes of any kind, assessments, utility charges, or goods or services provided to the Receivership Entity, nor shall the Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Receivership Entities.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and Receivership Defendants for all purposes; provided, however, that nothing in this Order is

intended to nor shall it be deemed to encroach or impair the jurisdiction of a court of competent jurisdiction to administer any ancillary proceedings initiated by the Plaintiff or the Receiver in furtherance of the Receiver's duties under this Order.


IT IS FURTHER ORDERED the Court may amend or modify this Order as the Court deems appropriate. During the pendency of this action the Receiver shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or any other party in interest, during the pendency of this action, seeking modification of this Order including, without limitation, the shortening or expanding any of the time frames specified herein or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Receivership Defendants, and the Receiver. The Party seeking modification shall have the burden of proof with respect to the same.

IT IS FURTHER ORDERED that a certified copy of this Order shall be proof of the Receiver's authority hereunder.

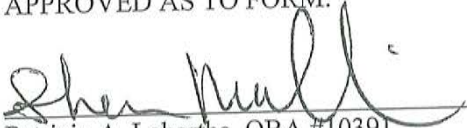
IT IS FURTHER ORDERED that a hearing is hereby set at 1:30 p.m. on the 16th day of November, 2022, before the Honorable DON ANDREWS of the Oklahoma County District Court, Oklahoma County Courthouse, Oklahoma City, Oklahoma, at which time any Receivership Defendant may seek the dissolution of this Order Appointing Receiver as to such Receivership Defendant. This Order will remain in effect until modified by further order of this Court.

THIS ORDER IS ENTERED this 31st day of October,

2022, at 11:25, A.m.


DISTRICT COURT JUDGE

APPROVED AS TO FORM:



Patricia A. Labarthe, OBA #10391
Shaun M. Mullins, OBA #16869
Oklahoma Department of Securities
204 North Robinson, Suite 400
Oklahoma City, Oklahoma 73102
Telephone (405) 280-7700
Facsimile (405) 280-7742
plabarthe@securities.ok.gov
smullins@securities.ok.gov
Attorneys for Plaintiff

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

OCT 31 2022

RICK WARREN COURT CLERK
Oklahoma County


CERTIFICATE OF MAILING

The undersigned certifies that on the 31st day of October, 2022, a true and correct copy of the foregoing was mailed by first class mail, with postage prepaid thereon, to the following:

Premier Global Corporation
Steve Parish, Registered Agent
620 South Mulberry Road
Derby, KS 67037

Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC
Jeffrey Frazee, Registered Agent
330 East Madison Ave., Suite 201
Derby, KS 67037

PF-7, LLC
Jeffrey Frazee, Registered Agent
620 South Mulberry Road
Derby, KS 67037

DDI Advisory Group, LLC
Dawn Byers, Registered Agent
3867 North Lily Circle
Maize, KS 67101

Steve Jonathan Parish
1016 Summerchase Cir.
Derby, KS 67037

Richard Dale Dean
4518 Wyvones Way
Plano, TX 75024


Premier Marketing Management and Joshua Dane Owen
c/o Justin Williams
Overman Legal Group
809 NW 36th Street
Oklahoma City, OK 73118

J&H Holdings, LLC; Kyle Blackburn; Mitzimack, Inc.; Erica Greggs; James Scott Stanley;
Edmond Brokerage, Inc.; Brent Lee Worley; Byron Kent Freeman; and Karen Lynne
Freeman
c/o Jeanette Timmons
Conner & Winters, LLP
1700 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102

Elkins & Associates
Eddie Elkins, Registered Agent
6400 N. Santa Fe, Suite A
Oklahoma City, OK 73116

Clyde Edward Elkins
3820 Spyglass Rd.
Oklahoma City, OK 73120

Jay Michael Bogdahn
191409 E. County Road 44
Fargo, OK 73840



Paralegal

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)
)
vs.)
)
PREMIER GLOBAL CORPORATION, *et al.*,)
)
Defendants.)

Case No. 22-CV-002052

Pursuant to K.S.A. 17-12a603

AFFIDAVIT OF ERIC L. JOHNSON

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

Before me, the undersigned authority, personally appeared Eric L. Johnson, who, being by me duly sworn, states as follows:

1. My name is Eric L. Johnson. I am over the age of 18, of sound mind and capable of making this affidavit, and personally acquainted with the facts herein stated.

2. I am a partner with the law firm Spencer Fane LLP ("Spencer Fane"), which maintains offices, among other locations, at 6201 College Boulevard, Suite 500, Overland Park, Kansas; 9400 North Broadway Extension, Suite 600, Oklahoma City, Oklahoma 73114; and 1000 Walnut Street, Suite 1400 Kansas City, Missouri 64106.

3. I am the duly appointed receiver in that certain case, styled Oklahoma Department of Securities ex rel. Melanie Hall, Administrator v. Premier Global Corporation, et al., Case No.

KC 19391086.1

CJ-2022-5066 pending before the District Court of Oklahoma County, State of Oklahoma (the “Oklahoma Action”).

4. I am a licensed member of the Kansas State and Federal bars. In addition to my appointment in the Oklahoma Action, I serve as a chapter 7 bankruptcy trustee in the Western District of Missouri under the oversight of the United States Trustee, a division of the Department of Justice, and have served as chapter 11 trustee and as a federal equity receiver in other matters. A true and correct copy of my resume is attached hereto and incorporated herein by this reference as **Exhibit 1**.

5. I have not been found guilty of a felony or other crime involving moral turpitude and I am not controlled by a person who has been convicted of a felony or other crime involving moral turpitude.

6. Neither I, nor Spencer Fane, are parties to the action, a parent, grandparent, grandchild, sibling, director, officer, agent, attorney, employee, secured or unsecured creditor or lienor of, or holder of any equity interest in, or controls or is controlled by any party or party in interest, or is an agent, affiliate, or attorney of the forgoing.

7. Neither I, nor Spencer Fane, have an interest materially adverse to the interests of persons to be affected by the proposed receivership generally. Spencer Fane represented a former non-defendant employee of Premier Global – a clerk who conducted data entry – in connection with a deposition subpoena from the State of Kansas. The deposition has been completed. Spencer Fane does not believe that the individual will require further representation. Regardless, ethical walls will be established with respect to the same. To the extent that it is determined that any representation by Spencer Fane conflicts with its prior representation of the former employee, I

will seek, in consultation with the state authorities, to retain special counsel to handle such matters and/or perform such other acts as may be necessary and appropriate.

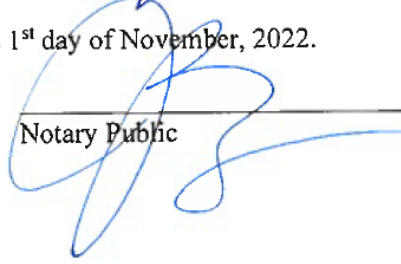
8. I am not a sheriff of any county.

Further Affiant Sayeth Not.



Eric L. Johnson

Subscribed and sworn to before me this 1st day of November, 2022.



Notary Public

My Commission Expires:

JULIE BAVUSO
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: Oct. 26, 2025
ID. #12519866



SpencerFane®

Eric L. Johnson



T 816.292.8267

F 816.474.3216

ejohnson@spencerfane.com

• [Kansas City](#)

BIOGRAPHY

Eric Johnson is a partner at Spencer Fane and is the co-practice group leader for the Banking and Financial Services Group and practice group leader for the Bankruptcy, Restructuring, and Creditors' Rights Group.

Eric represents clients in bankruptcy, non-bankruptcy insolvency proceedings, such as receiverships and foreclosure proceedings, out-of-court workouts and restructurings, and other related insolvency matters. As an experienced litigator, Eric also represents clients in complex insolvency-related litigation, including bankruptcy avoidance actions and other adversary proceedings and contested matters. Eric also is a member of the panel of Chapter 7 trustees for the Western District of Missouri and is currently serving as a federal equity receiver.

With a strong commitment to the bar and legal education, Eric is currently serving as the chair of the Missouri Bar's Business/Corporate Division and as a board member of the Kansas Bar Association Bankruptcy and Insolvency Section. In the past, Eric has served as the co-chair for the Missouri Bar's Bankruptcy Creditor-Debtor Rights Committee, president and board member for the Kansas City Bankruptcy Bar Association, and the president of the Kansas Bar Association Bankruptcy and Insolvency Section, and as a member of the Bench Bar Committees for the U.S. Bankruptcy Courts for the District of Kansas and the Western District of Missouri. Eric has also served on various subcommittees for the Missouri Bar including the subcommittee related to the Missouri Commercial Receivership Act.

Eric is a fellow of The American College of Bankruptcy, Class XXXII (2021). His selection for the College recognizes his professional excellence and contributions to the fields of bankruptcy and insolvency.

Eric is also very active in the American Bankruptcy Institute, the nation's largest association of bankruptcy professionals. Eric currently serves on the ABI Board of Directors. In the past, Eric served as co-chair and advisory board member for the Midwestern Bankruptcy Institute, an annual program jointly sponsored by the ABI and the University of Missouri – Kansas City, the co-chair, education director and communications director for the Secured Creditors Committee, and as the membership director for ABI's Bankruptcy Litigation Committee. Eric served on the 2019 Steering Committee for ABI's 40 under 40 program.

Eric is a frequent author and speaker on insolvency-related topics. Recently, Eric has been a panelist/presenter or authored articles on the following topics:

- *Construction Lending and Bankruptcy: What Lenders Need to Know to Protect Their Interests Before and After a Borrower Files Bankruptcy*

PRACTICE AREAS

- Banking and Financial Services
- Bankruptcy, Restructuring, and Creditors' Rights
- Creditors' Rights, Loan Enforcement, and Creditor Bankruptcy
- False Claims Act/Qui Tam Investigations and Defense

INDUSTRIES

- Financial
- COVID-19 Resources
- COVID-19: Banking and Financial Services

EDUCATION

- University of Northern Iowa (B.A.)
- University of Iowa College of Law, 2001 (J.D.)

BAR ADMISSIONS

- Kansas
- Missouri

COURT ADMISSIONS

- U.S. District Court for the District of Kansas
- U.S. District Court for the Eastern District of Missouri
- U.S. District Court for the Western District of Missouri
- U.S. District Court for the Central District of Illinois
- U.S. District Court for the District of Nebraska
- U.S. District Court for the District of Colorado
- U.S. Court of Appeals for the Eighth Circuit
- U.S. Court of Appeals for the Tenth Circuit

- , Spencer Fane Webinar Series (May 2021)
- *Evaluating Bankruptcy, Receivership, and Assignment For the Benefit of Creditor Alternatives to Protect Lender, Buyer and Borrower Interests*, Strafford CLE (May 2021)
 - *Island of Misfit Toys: Infrequently Used and Misunderstood Provisions of the Bankruptcy Code and Rules*, KBA Spring 2021 Virtual Bankruptcy Conference (April 2021)
 - *Liquidity Crisis! Dealing with the Cash-Starved Chapter 11 Debtor Prior to and Through Chapter 11*, ABI Annual Spring Meeting (April 2021)
 - *Chapter 7 Panel Trustee Perspective*, Kansas City Bankruptcy Bar Association Kansas Judges' Roundtable Webinar (Jan. 2021)
 - *Small Business Bankruptcies: What Bankers Need to Know About Small Business Bankruptcy*, Spencer Fane Webinar Series (Nov. 2020)
 - *What's My Alternative?: Counseling Your Client and the Court with Respect to Bankruptcy Alternatives*, 40th Annual Midwestern Bankruptcy Institute, ABI/UMKC CLE (Oct. 2020)
 - *Executory Contracts and Unexpired Leases*, KBA 2020 Bankruptcy & Insolvency Law CLE (Oct. 2020)
 - *Bankruptcy's New Subchapter V: The Small Business Reorganization Act*, Community Bankers Webinar Network (Aug. 2020)

Click [here](#) to view Eric's additional presentations and publications.

DISTINCTIONS

- American College of Bankruptcy, Fellow
- Michael R. Roser Excellence in Bankruptcy Award – presented by the Missouri Bar to an individual who manifests the highest standard of excellence in bankruptcy practice, who has contributed distinctively to the development and appreciation of bankruptcy law, and/or who has made an outstanding contribution in the field of bankruptcy administration or practice, 2020
- *Best Lawyers in America*, Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law, Litigation – Bankruptcy, 2010-2023
- *Best Lawyers in America*, Lawyer of the Year, Litigation – Bankruptcy, 2017, 2023
- *Best Lawyers in America*, Lawyer of the Year, Bankruptcy and Creditor Debtor Rights / Insolvency and Reorganization Law, 2023
- *Lawdragon 500 Leading U.S. Bankruptcy and Restructuring Lawyers*, 2020, 2022
- *Missouri and Kansas Super Lawyers*, 2014-2021
- *Missouri and Kansas Super Lawyers*, Rising Star, 2009, 2011-2013
- *Missouri Lawyers Media*, POWER List, 2021
- IFLR1000, Restructuring and Insolvency, 2022
- *Kansas City Business Journal*, Best of the Bar, 2010-2016
- Board-certified in business bankruptcy by the American Board of Certification. The American Board of Certification's Business Bankruptcy certification program is accredited by the American Bar Association. (Please note that neither the Supreme Court of Missouri nor the Missouri Bar reviews or approves certifying organizations or special designations. Colorado does not certify attorneys or specialists in any field.)

MEMBERSHIPS

- American Bankruptcy Institute
- Commercial Receivers Association
- Kansas City Bankruptcy Bar Association
- Kansas City Metropolitan Bar Association
- Kansas Bar Association
- Missouri Bar Association
- National Association of Bankruptcy Trustees
- The Agricultural Business Council of Kansas City
- University of Northern Iowa Kansas City Alumni Club – Club Leader
- University of Iowa Alumni Association

Contact Eric Johnson at 816.292.8267 or ejohnson@spencerfane.com.

**IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT**

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)
)
vs.)
)
PREMIER GLOBAL CORPORATION, *et al.*,)
)
Defendants.)

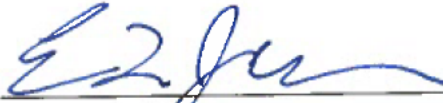
Case No. 22-CV-002052

Pursuant to K.S.A. 17-12a603

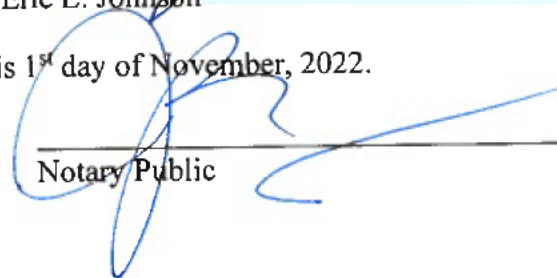
OATH OF RECEIVER

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

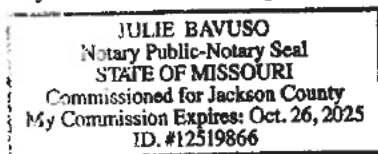
Eric L. Johnson, of lawful age and first being duly sworn on his oath, states that he shall well, truthfully and faithfully discharge his the duties as have been ordered by the Court, and such further duties as the Court may hereafter direct.


Eric L. Johnson

Subscribed and sworn to before me this 1st day of November, 2022.


Notary Public

My Commission Expires:



WA 4490849.1

IN THE EIGHTEENTH JUDICIAL DISTRICT
DISTRICT COURT, SEDGWICK COUNTY, KANSAS
CIVIL DEPARTMENT

OFFICE OF THE KANSAS)
SECURITIES COMMISSIONER, *ex rel.*)
Daniel J. Klucas, Securities Commissioner,)
)
Plaintiff,)

vs.)

Case No. 2022-CV-2052-OT

PREMIER GLOBAL CORPORATION, formerly)
known as PREMIER CONSTRUCTION)
SERVICES, INC.;)
PREMIER FACTORING, LLC;)
PF-2, LLC;)
PF-3, LLC;)
PF-4, LLC;)
PF-5, LLC;)
PF-6, LLC;)
PF-7, LLC;)
PREMIER FACTORING GROUP, LLC;)
KCI BUSINESS SERVICES, LLC;)
DDI ADVISORY GROUP, LLC;)
STEVEN J. PARISH; and)
RICHARD D. DEAN,)
)
Defendants.)

Division 22

Pursuant to K.S.A. 17-12a603

ORDER FOR APPOINTMENT OF RECEIVER

On November 1, 2022 (the “Application Date”), Plaintiff Office of the Kansas Securities Commissioner (“Plaintiff”), filed an *Emergency Ex Parte Application for Appointment of Receiver* (the “*Application for Receiver*”), pursuant to K.S.A. § 60-1301 and rules of comity.

After reviewing the *Application for Receiver*, the *Verified Petition* in this matter, supporting exhibits, the *Oklahoma Receivership Order*,¹ and for good cause shown, the Court finds that it has jurisdiction over the parties, the subject matter, and the Kansas Receivership Property (as defined in the *Application for Receiver*); the legal prerequisites for the appointment of a receiver have been met; and that equity will be served by the appointment of a receiver. The Court further finds that Eric L. Johnson is qualified to serve as a receiver.

Therefore, it is hereby ORDERED that Eric L. Johnson be, and hereby is, appointed the receiver (“Receiver”) of the Kansas Receivership Property. Receiver shall take such action as is in the best interests of Plaintiff and other creditors and parties in interest with respect to the Kansas Receivership Property, consistent with the *Oklahoma Receivership Order*. In addition, and with respect to taking over the Kansas Receivership Property:

A. Kansas Receivership Order.

1. All terms, provisions and agreements set forth in the *Oklahoma Receivership Order*, attached hereto as **Exhibit 1**, are hereby incorporated herein by reference with the same force and effect as though fully set forth herein and are hereby recognized, approved, and, to the extent necessary, ratified.

2. All parties, including Defendants, the Receiver, and any other party in interest shall take all such actions as may be necessary to effectuate the terms, provisions and agreements set forth in the *Oklahoma Receivership Order*.

3. Pursuant to the *Oklahoma Receivership Order*, the following entities are designated as “Receivership Entities”: Premier Global Corporation, Premier Factoring, LLC, PF-2, LLC, PF-

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Oklahoma Receivership Order* and the *Application for Receiver*.

3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, PF-7, LLC, DDI Advisory Group, LLC, Steve Jonathan Parish, and Richard Dale Dean (together the “Receivership Defendants”), as well as “any other entity that has conducted any business related to the Receivership Defendants’ businesses . . . that the Receiver determines is controlled or owned by any Receivership Defendant.” Oklahoma Receivership Order at 3. For the reasons set forth in the Application for Receiver, pursuant to the *Oklahoma Receivership Order*, and based upon the Verified Petition, the Receiver has determined that Premier Factoring Group, LLC, and KCI Business Services, LLC are Receivership Entities, such that they and their assets are subject to the *Oklahoma Receivership Order* and this Order.

4. To the extent there is a conflict between the terms, provisions, and agreements set forth in the *Oklahoma Receivership Order* and this Order, further orders of this Court, or any other applicable law, the *Oklahoma Receivership Order* controls to the extent such conflict is not manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas.

B. Notice and Foreign Orders.

5. Notice. Except as provided herein, whenever notice is not specifically required to be given under the *Oklahoma Receivership Order* or otherwise by court rule or applicable law, the Court may consider motions and grant or deny relief without notice or hearing, unless a party or party in interest would be prejudiced or harmed by the relief requested.

6. Foreign Orders. The Receiver shall file copies of orders relating to the Kansas Receivership Property entered in the Oklahoma Action, pending in the District Court of Oklahoma County, Oklahoma, in this case within seven (7) days of entry in the Oklahoma Action (the “Foreign Orders”). The Foreign Orders shall be entitled to full faith and credit in this Court pursuant to Article IV, Section 1 of the United States Constitution. Seven (7) days after the filing of a Foreign Order in this Court, the Foreign Order shall be given the same force and effect as though this Court approved and entered the Foreign Order, provided (i) no party or party in interest

files an objection to the full faith and credit of the Foreign Order in this Court; and (ii) the Court does not find the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas. Objections to the full faith and credit of a Foreign Order shall be limited to the grounds that the particular Foreign Order is manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas. If a party or party in interest files an objection to the full faith and credit of the Foreign Order in this Court or the Court finds the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Kansas, the Court shall set a status hearing on the same as soon as the Court's schedule allows.

C. Modification and Further Hearing

7. The Court may amend or modify this Order as the Court deems appropriate. During the pendency of this action the Receiver shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or any other party in interest, during the pendency of this action, seeking modification of this Order including, without limitation, the shortening or expanding any of the time frames specified herein or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Receivership Entities, and the Receiver. The Party seeking modification shall have the burden of proof with respect to the same.

8. A certified copy of this Order shall be proof of the Receiver's authority hereunder.

9. IT IS FURTHER ORDERED that a hearing is hereby set at ____: ____ .m. on the ____ day of _____, 2022, before the Honorable Deborah Hernandez Mitchell of the 18th Judicial District Court, Division 22, Sedgwick County Courthouse, Wichita, Kansas at which

time any Receivership Entity may seek the dissolution of this *Order Appointing Receiver* as to such Receivership Entity. This Order will remain in effect until modified by further order of this Court.

IT IS SO ORDERED.

Dated: _____

Judge of the District Court

EXHIBIT 1

[Oklahoma Receivership Order]

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)

Plaintiff,)

v.)

Premier Global Corporation, a Kansas corporation,)
formerly known as Premier Construction Services,)
Inc., and doing business as Premier Construction)
Billing;)

Premier Factoring, LLC, a Kansas limited)
liability company;)

PF-2, LLC, a Kansas limited liability company;)

PF-3, LLC, a Kansas limited liability company;)

PF-4, LLC, a Kansas limited liability company;)

PF-5, LLC, a Kansas limited liability company;)

PF-6, LLC, a Kansas limited liability company;)

PF-7, LLC, a Kansas limited liability company;)

DDI Advisory Group, LLC, a Kansas limited)
liability company;)

Steve Jonathan Parish, an individual;)

Richard Dale Dean, an individual;)

Premier Marketing Management,)

a Kansas corporation;)

Joshua Dane Owen, an individual;)

J&H Holdings, LLC, a cancelled Oklahoma)

limited liability company;)

Kyle Blackburn, an individual;)

Mitzimack, Inc., an Oklahoma corporation;)

Erika Greggs, an individual;)

Elkins & Associates Inc., an Oklahoma corporation)

Clyde Edward Elkins, an individual;)

James Scott Stanley, an individual;)

Edmond Brokerage, Inc. an Oklahoma corporation)

Brent Lee Worley, an individual;)

Byron Kent Freeman, an individual;)

Karen Lynne Freeman, an individual; and)

Jay Michael Bogdahn, an individual,)

Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 31 2022

RICK WARREN
COURT CLERK

127

Case No. CJ-2022-5066

Judge Don Andrews

ORDER APPOINTING RECEIVER

On this 31st day of October 2022, this matter came before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, upon Plaintiff's *Emergency Application for Order Appointing Receiver* ("*Receivership Application*"), filed pursuant to Section 1-603 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022).

On October 14, 2022, the Court entered an order freezing the assets of certain Defendants identified in the order as the Premier Defendants (the "Asset Freeze Order"). The frozen assets include, but are not limited to, funds and securities located in any bank or other deposit or financial institution or securities brokerage firm, and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, held by or under the direct or indirect control of the Premier Defendants, whether held in the name of the Premier Defendants or for the direct or indirect beneficial interest of any Premier Defendant, in whatever form such assets may presently exist (the "Assets").

It appears to this Court from the facts alleged in Plaintiff's *Receivership Application* that Plaintiff is entitled to the relief requested. It further appears that there is a justifiable basis to believe that the following Defendants: Premier Global Corporation (formerly known as Premier Construction Services, Inc. and doing business as Premier Construction Billing); Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Steve Jonathan Parish; and Richard Dale Dean (the "Receivership Defendants") have violated the securities registration, securities professionals registration, and anti-fraud provisions of the Act, that a clear threat of immediate and irreparable injury and harm to Plaintiff and investors exists, and a danger exists that the Receivership Defendants will dissipate their assets to the detriment of Plaintiff and investors.

The Court finds, based on the record in these proceedings, that the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets owned, controlled, managed, or possessed by the Receivership Defendants, and that Lawyers Title of Nevada, Inc., be allowed to close the pending sale of the real property at 4575 Dean Martin Drive #2400, Las Vegas, Nevada 89103.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Eric L. Johnson be appointed as Receiver for the Receivership Defendants and Receivership Entities (“Receiver”) with the full power of an equity receiver. For purposes of this Order, “Receivership Entities” means (1) the Receivership Defendants and (2) any other entity that has conducted any business related to the Receivership Defendants’ businesses including receipt of Assets derived from any activity that is the subject of the Plaintiff’s *Petition for Permanent Injunction and Other Relief* (“Petition”) filed in this matter on October 13, 2022, and that the Receiver determines is controlled or owned by any Receivership Defendant. The Receiver is given directions and authority to accomplish the following with regard to the Receivership Entities:

1. to take exclusive and immediate custody, possession and control of any and all Assets, as well as any records or documents relating in any way to the Assets, wherever situated;
2. to assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, manager, managing member, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

3. to manage the business activities of the Receivership Entities, their affiliates, subsidiaries, and any related entities subject to the provisions set forth herein related to the suspension of business activities;

4. to suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be reasonably continued legally and profitably;

5. to conserve, hold and protect the Assets, pending further action by this Court. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive, all Assets of the Receivership Entities and of other persons or entities whose interests are now under the Receivership Estate;

6. to use, sell, or lease property other than in the ordinary course of business pursuant to the provisions of this Order or subsequent orders of this Court, and to execute in a Receivership Entity's stead such documents, conveyances, and Debtor consents as may be required in connection therewith;

7. to obtain, conserve, hold, manage, and prevent the loss of all electronic stored information ("ESI"), business records, and other documents of the Receivership Entities (the "Documents"), and perform all acts necessary or advisable to preserve such Documents; provided, all such forgoing acts are subject to the resources and funding available to the Receiver and/or any limitation thereof. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic

documents held onsite or by Electronic Data Hosts) by changing usernames, passwords or other log-in credentials; take possession of all electronic documents of the Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all such documents;

8. to retain or dismiss any employee or independent contractor of the Receivership Entities as may be advisable or necessary, including any individual Receivership Defendant, from control of, management of, or participation in the affairs of, or from the premises of each Receivership Entity;

9. to receive and collect any and all sums of money due or owing to the Receivership Entities whether the same are due or shall hereinafter become due and payable; and to make such payments and disbursements as may be necessary and advisable for the preservation of the Assets and as may be necessary and advisable in discharging his duties as Receiver;

10. to enter into and cancel contracts and purchase insurance as advisable or necessary;

11. entering into, modifying, or canceling contracts affecting any part or all of the Receivership Estate, including, without limitation, employment contracts, independent contractor agreements, leases, service agreements, and insurance contracts, as advisable or necessary;

12. to take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and

disconnecting any internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises documents or Assets of the Receivership Entities. Law enforcement personnel, including, but not limited to, police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security;

13. to apply for, obtain, and pay any reasonable fees for lawful license, permit or other governmental approval relating to the Receivership Entities and the Receivership Estate;

14. to confirm the existence of and, to the extent permitted by law, to exercise the privileges of any existing license or permit; and doing all things necessary to protect and maintain such licenses, permits and approvals, subject to the further provisions of this Order;

15. to take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Receivership Entities, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Receivership Defendants and their representatives;

16. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to exercise the duties of the Receiver. The Receiver may immediately retain or employ such persons, and compensate such

persons, all subject to application to and approval by the Court as set forth in this Order; provided, however, Receiver's retention of the law firm, Spencer Fane LLP, is hereby approved by the Court and no further employment application is required;

17. to take custody of and to open and inspect any and all mail, electronic mail or deliveries addressed to any Receivership Entity to determine if same relate to the existence, location, identity, collection, preservation, maintenance or operation of the Assets, and to notify the United States Postal Service to effect the forward delivery of any mail addressed to any Receivership Entity to a mail depository under the control of the Receiver;

18. to open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the Receivership Estate from such accounts;

19. to maintain accurate records of all receipts and expenditures incurred as Receiver;

20. to institute, prosecute and defend, compromise, adjust, intervene in or become party to such actions or proceedings in any state court, federal court, or United States bankruptcy court as may, in the Receiver's opinion, be necessary or proper for the protection, maintenance, or preservation of the Assets, or the carrying out of the terms of this Order, including but not limited to, actions challenging fraudulent or voidable transfers, and likewise to defend, compromise, adjust, or otherwise dispose of any or all actions or proceedings now pending in any court by or against any Receivership Defendant where such prosecution, defense, or other disposition of such

actions or proceedings is, in the judgment of the Receiver, advisable or proper for the protection of the Assets and Receivership Estate;

21. to issue subpoenas to obtain Documents and other records pertaining to the Receivership Entities, and conduct discovery in this action on behalf of the Receivership Estate;

22. to cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

23. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access. Plaintiff's or Defendants' access to the Receivership Entities' documents pursuant to this Section shall not provide grounds for any party to object to any subsequent request for documents;

24. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all non-privileged documents in the possession custody, or control of the Receivership Entities;

25. to waive or assert on behalf of the Receivership Entities the attorney client privilege or any other applicable privilege;

26. to initiate or commence a proceeding under title 11 of the United States Code including the filing of any bankruptcy petitions for any of the Receivership Entities in order to protect and preserve the assets, and pursue any claims and causes of action, of any of the Receivership Entities and to act as management and Debtor in Possession of any of the Receivership Entities so filed by the Receiver, and to appear and be heard in any bankruptcy proceeding of any of the Receivership Defendants not filed by the Receiver;

27. to initiate or commence an ancillary receivership if the Receiver in his business judgment deems such ancillary proceeding necessary and appropriate to effectively carry out the provisions of this Order;

28. to serve as necessary and appropriate as Receiver in any ancillary receivership ordered by a court of any other jurisdiction or as trustee in any bankruptcy proceeding relating to any Receivership Defendant;

29. to use Receivership Entities' tax identification numbers and any other similar numbers used by Receivership Entities with the state, local, and federal taxing authorities for the preservation, protection, maintenance, operation, management, and control of the Assets and Receivership Entities;

30. to (1) execute and file any required federal, state, and local tax return on behalf of the non-individual Receivership Entities; and (2) to take all necessary and prudent steps to terminate any 401(k) plan held by the non-individual Receivership Entities. The Receivership Estate shall bear the expense for the preparation and filing of all required documents including, with limitation, tax returns, for the Receivership

Estate to maintain compliance with all applicable deadlines and avoid liens, interest, and penalties from being established against the assets of the Receivership Estate;

31. to prepare reports regarding the administration and/or finances of the Receivership Estate when so requested by Plaintiff or when otherwise ordered by this Court; and

32. to exercise all those powers necessary to implement or incidental to the specific powers, directions, and general authorizations set out in this Order, other orders and directives of this Court and/or any other applicable law, and further may take actions relating to the Receivership Entities and the Receivership Estate beyond the scope contemplated by the provisions set forth in this Order; provided, however, that the Receiver must obtain prior approval from this Court for any actions beyond scope contemplated herein unless such action is on an emergency basis and is necessary to prevent the irreparable harm to the Assets and Receivership Estate.

IT IS FURTHER ORDERED that the Receiver shall be empowered to serve as the sole and exclusive “Manager”, “Managing Member”, and “Representative” (or corporate equivalent of such roles) of each of the Receivership Entities and the Receivership Estate, and shall be authorized to take any action necessary to perform its duties in such roles including, without limitation, executing any required titles, bills of sale, or similar documents.

IT IS FURTHER ORDERED that the Receiver shall have no duty to remediate any environmental issue with respect to any real property that is part of or under control of the Receivership Estate and shall be held harmless by the Receivership Entities with respect to such issues.

IT IS FURTHER ORDERED that if the Receiver identifies a nonparty entity as a Receivership Entity, the Receiver will promptly notify the entity as well as the parties and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. Provided, however, that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity.

IT IS FURTHER ORDERED that this Receivership Order shall not apply to, and shall in no way affect, those specific financial institution accounts created pursuant to any "Transferee Agreement" as described in the Petition filed in this matter on October 13, 2022.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Assets or to carry out the terms of this Order and to seek the Assets through any appropriate judicial process.

IT IS FURTHER ORDERED that, subject to the compensation procedures set forth herein, the Receiver and his professionals may apply to this Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement of reasonable expenses incurred in connection with his duties as Receiver. The Receiver's hourly fee shall be billed at the rate of \$500 per hour, which rate shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. Spencer Fane LLP's rates shall be billed at their usual and customary

rates; provided however, there will be a rate cap of \$500, which cap shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. The fees and expenses of the Receiver and the Receiver's retained professionals shall have priority over any other claims made against the Receivership Defendants. The Receiver shall not be required to post a bond. The Oklahoma Department of Securities shall have the authority to seek removal of the Receiver for cause and upon approval of this Court.

IT IS FURTHER ORDERED that the following compensation procedures shall be utilized for the payment of Receiver's fees and expenses, and the fees and expenses to persons whose employment is or has been approved by this Court (individually, an "Applicant," collectively "Applicants"):

1. Applicants may provide monthly fee and expense statements, subject to necessary redaction for information covered by attorney client, work product, or other applicable privilege, to the Plaintiff and other parties to this action (the "Reviewing Parties");
2. If none of the Reviewing Parties object in writing within 10 days of service of the statements, the Applicant's fees and expenses are authorized be paid on a monthly basis on the following terms:
 - a. 100% percent of an Applicant's fees are authorized to be paid on a monthly basis and, subject to the 20% Holdback (as defined below), the Applicant may apply said amount to outstanding invoices for services; provided however, that such Applicant shall retain 20% of said monthly fee in an attorney's trust account (the "20% Holdback") pending further order of this Court.

- b. In the event an Applicant is not an attorney or does not otherwise have an attorney trust account (a "Non-attorney Applicant"): (i) the Receiver is authorized to pay 80% percent of the Non-attorney Applicant's fees for services rendered to the Receiver; (ii) Such Non-attorney Applicant may apply said amount to outstanding invoices for services; and (iii) Receiver shall establish a segregated account and pay the remaining 20% Holdback otherwise payable to the Non-attorney Applicant into the segregated account pending further order of this Court.
- c. In the event there is an objection to a monthly fee or expense statement, the Receiver is authorized pursuant to the procedures set forth herein to pay the non-objectable fees or expenses. Objections to fees shall be particular to the time entry or entries for which an objection is made, and for each, the basis for the objection. General objections to fees shall not prevent the payment under the compensation terms set forth herein, and may be raised, if and as appropriate, in response to an application for approval of fees and expenses.
- d. Applicants' expenses shall be reimbursed in full on a monthly basis, subject to disgorgement if disallowed at the time an Applicant's periodic fee application is made herein.
- e. Applicants shall file periodic fee applications at approximately 120-day intervals with the first such periodic fee application due on February 15, 2024 and every 120 days thereafter unless modified by Court Order. Upon approval of the periodic fee application, Applicants may receive and then

apply the 20% Holdback to outstanding invoices for post-petition services rendered to the Receiver.

- f. Failure to timely object to a monthly fee or expense statement does not waive any objection to a periodic fee application. Each Applicant, by accepting payment hereunder, acknowledges that any order authorizing payment of fees and reimbursement of expenses under the conditions set out herein or any others imposed by this Court, shall not constitute a waiver by the Plaintiff, or any other party in interest of any right to comment or to make objection to any fees or expenses for which Court approval is sought by Applicant.
- g. Notwithstanding the procedures set forth herein, the Receiver is authorized, *but not directed*, to pay fees and expenses, if, in his judgment and taking into account the need to maintain adequate and necessary reserves, he determines there are insufficient funds to immediately pay an Applicant's fees and expenses.
- h. The costs of those person(s) or firm(s) retained by the Receiver that are necessary to collect, manage, maintain, improve, process, sell, or lease real or personal property including, without limitation, sale/leasing agents or brokers, property managers, security firms, computer consultants, and maintenance firms, shall not be subject to these compensation procedures and the fees and expenses of such person(s) or firm(s) shall be paid out of the Receivership Estate pursuant to any agreement or contract with such entity so long as the fees charged for such services are usual and customary.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located who receive actual notice of this Order, by personal service, electronic communication or otherwise, shall promptly deliver and surrender to the Receiver:

1. all Assets in the possession of or under the control of any one or more of them;
2. all books and records of any kind that relate to the Assets; and
3. all items and information necessary to access the Assets and books and records including, but not limited to, addresses, keys, vehicle identification numbers, passwords, and security codes.

IT IS FURTHER ORDERED that Lawyers Title of Nevada be allowed to complete the closing of the sale of the real property located at 4575 Dean Martin Drive, #2400, Las Vegas, Nevada 89103 and to remit the net proceeds of the sale directly to the Bank of America account ending in ##### 7271.

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, who receive actual notice of this Order, by personal service, electronic communication or otherwise, fully cooperate with and assist the Receiver and that they take no action, directly or indirectly, to hinder or obstruct the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Receiver.

IT IS FURTHER ORDERED that, except by leave of Court during the pendency of this Order, all creditors and other persons seeking money, damages, lien enforcement, or other relief from any Receivership Entity, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever (including the continuation of a pending lawsuit), to interfere with the Receiver or to the possession of or management by the Receiver of the Assets or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities. This Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government with respect to such governmental unit's police or regulatory power.

IT IS FURTHER ORDERED that no bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without permission of this Court upon notice and a hearing initiated by such entity.

IT IS FURTHER ORDERED that a public utility providing service to property included in or under the control of the Receivership Estate may not alter, refuse, or discontinue service to such property without first giving the Receiver fourteen (14) days' notice, or such other notice as may be required by the rules of the public service commission for a customer of that class, of any default or intention to alter, refuse, or discontinue service to the property. Nothing in this Order prohibits the Court, upon motion by the Receiver, to prohibit the alteration or cessation of utility service if the Receiver can furnish adequate assurance of

payment in the form of deposit or other security for service to be provided after entry of this Order.

IT IS FURTHER ORDERED that the Receivership Defendants and Receiver allow representatives of the Oklahoma Department of Securities access to any and all non-privileged documents relating to the offers and sales of the Promissory Notes and Transferee Agreements described in the Petition and/or evidence of the offers and sales of any other securities by the Receivership Defendants, their subsidiaries, officers, directors, agents, servants, employees, assigns, attorneys and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, including, but not limited to, books, records, tapes, discs, accounting data, checks, correspondence, forms, advertisements, brochures, manuals, electronically stored data, bank records, customer and investor lists, customer and investor files, telephone records, ledgers, payroll records, and any such information stored in computer maintained form.

IT IS FURTHER ORDERED that the Receiver shall solely be the agent of the Court in acting as receiver under this Order and no person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of this Court permitting the suit or action; provided, however, that no prior court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action. The Receiver, the Receiver's professionals and their agents (i) may rely on any and all outstanding court orders, judgments, decrees, and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree, or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other documents believed by them to be genuine and to have been

signed or presented by the proper parties; (iii) shall have judicial immunity and shall not be liable to anyone for their good faith compliance with their duties and responsibilities as a Receiver, or employees, agents, and professionals for the Receiver; (iv) shall not be liable to anyone for their acts or omissions, unless such acts or omissions were outside the scope of their duties or were grossly negligent or constitute malfeasance. Except for acts or omissions that were outside the scope of the duties of the Receiver, the Receiver's attorneys, or their agents, or that were grossly negligent or constitute malfeasance, persons dealing with the Receiver shall only look to the receivership assets to satisfy any liability, and neither the Receiver nor his professional or his agents shall have any personal liability to satisfy such obligations. This Court shall have exclusive jurisdiction over any claims against the Receiver for any act or conduct performed in connection with the Receiver's appointment.

IT IS FURTHER ORDERED the Receiver, and the Receiver's employees, agents, and professionals shall have no personal liability, and they shall have no claim asserted against them relating to the Receiver's duties under this Order, without prior authority from this Court as stated in the previous paragraph above. The Receiver, and his employees, agents, and all professionals and management companies retained by the Receiver shall not be liable for any obligation of Receivership Entities that arose prior to the entry of this Order (or upon being designated a Receivership Entity) including, without limitation, any contingent or unliquidated obligations, taxes of any kind, assessments, utility charges, or goods or services provided to the Receivership Entity, nor shall the Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Receivership Entities.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and Receivership Defendants for all purposes; provided, however, that nothing in this Order is

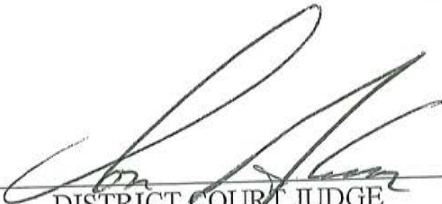
intended to nor shall it be deemed to encroach or impair the jurisdiction of a court of competent jurisdiction to administer any ancillary proceedings initiated by the Plaintiff or the Receiver in furtherance of the Receiver's duties under this Order.

IT IS FURTHER ORDERED the Court may amend or modify this Order as the Court deems appropriate. During the pendency of this action the Receiver shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or any other party in interest, during the pendency of this action, seeking modification of this Order including, without limitation, the shortening or expanding any of the time frames specified herein or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Receivership Defendants, and the Receiver. The Party seeking modification shall have the burden of proof with respect to the same.

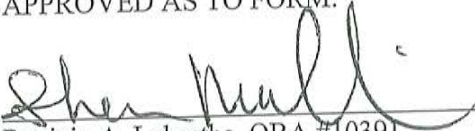
IT IS FURTHER ORDERED that a certified copy of this Order shall be proof of the Receiver's authority hereunder.

IT IS FURTHER ORDERED that a hearing is hereby set at 1:30 p.m. on the 16th day of November, 2022, before the Honorable Don Adams of the Oklahoma County District Court, Oklahoma County Courthouse, Oklahoma City, Oklahoma, at which time any Receivership Defendant may seek the dissolution of this Order Appointing Receiver as to such Receivership Defendant. This Order will remain in effect until modified by further order of this Court.

THIS ORDER IS ENTERED this 31st day of October,
2022, at 11:25, A.m.


DISTRICT COURT JUDGE

APPROVED AS TO FORM:


Patricia A. Labarthe, OBA #10391
Shaun M. Mullins, OBA #16869
Oklahoma Department of Securities
204 North Robinson, Suite 400
Oklahoma City, Oklahoma 73102
Telephone (405) 280-7700
Facsimile (405) 280-7742
plabarthe@securities.ok.gov
smullins@securities.ok.gov
Attorneys for Plaintiff

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

OCT 31 2022

RICK WARREN COURT CLERK
Oklahoma County


CERTIFICATE OF MAILING

The undersigned certifies that on the 31st day of October, 2022, a true and correct copy of the foregoing was mailed by first class mail, with postage prepaid thereon, to the following:

Premier Global Corporation
Steve Parish, Registered Agent
620 South Mulberry Road
Derby, KS 67037

Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC
Jeffrey Frazee, Registered Agent
330 East Madison Ave., Suite 201
Derby, KS 67037

PF-7, LLC
Jeffrey Frazee, Registered Agent
620 South Mulberry Road
Derby, KS 67037

DDI Advisory Group, LLC
Dawn Byers, Registered Agent
3867 North Lily Circle
Maize, KS 67101

Steve Jonathan Parish
1016 Summerchase Cir.
Derby, KS 67037

Richard Dale Dean
4518 Wyvones Way
Plano, TX 75024

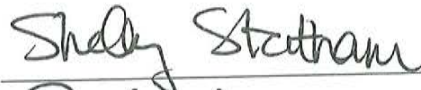
Premier Marketing Management and Joshua Dane Owen
c/o Justin Williams
Overman Legal Group
809 NW 36th Street
Oklahoma City, OK 73118

J&H Holdings, LLC; Kyle Blackburn; Mitzimack, Inc.; Erica Greggs; James Scott Stanley;
Edmond Brokerage, Inc.; Brent Lee Worley; Byron Kent Freeman; and Karen Lynne
Freeman
c/o Jeanette Timmons
Conner & Winters, LLP
1700 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102

Elkins & Associates
Eddie Elkins, Registered Agent
6400 N. Santa Fe, Suite A
Oklahoma City, OK 73116

Clyde Edward Elkins
3820 Spyglass Rd.
Oklahoma City, OK 73120

Jay Michael Bogdahn
191409 E. County Road 44
Fargo, OK 73840



Paralegal