

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

APR 24 2009

OKLAHOMA DEPARTMENT OF )  
SECURITIES, *ex. rel.* Irving L. Faught, )  
Administrator, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
GLOBAL WEST FUNDING, LTD., CO., )  
an Oklahoma limited liability company, et al., )  
 )  
Defendants. )

PATRICIA PRESLEY, COURT CLERK

by \_\_\_\_\_  
DEPUTY

Case No. CJ-2009-2773

**ANSWER OF GLOBAL WEST DEFENDANTS**

COME NOW the Defendants, Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye ("Defendants"), and, for their response to the First Amendment to Petition for Permanent Injunction and Other Equitable Relief, :

1. Denied.
2. Denied, and Defendants demand strict proof thereof.
3. Denied.
4. Denied.
5. Denied.
6. Paragraphs 6-37, inclusive, do not relate to Defendants, and therefore no response is required. To the extent any response is required, Defendants deny same.

For the response of the Defendants to the Petition for Permanent Injunction and Other Equitable Relief, Defendants allege and state as follows:

1. Denied.

2. Denied, and Defendants demand strict proof thereof.
3. Denied.
4. Denied.
5. Denied.
6. Denied.
7. Denied.
8. Denied.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Denied.
14. Denied.
15. Defendants are without information sufficient to admit or deny the allegations of paragraph 15, and therefore deny same.
16. Denied.
17. Denied.
18. Denied.
19. Defendants are without information sufficient to admit or deny the allegations of paragraph 19, and therefore deny same.
20. Denied.
21. Defendants incorporate their responses to paragraphs 1-20 inclusive.
22. Denied.

23. Denied.
24. Denied.
25. Defendants incorporate their responses to paragraphs 1-25, above.
26. Admitted.
27. Denied.
28. Denied.
29. Denied.
30. Defendants incorporate their responses to paragraphs 1-29, above.
31. Denied.
32. Denied.
33. Denied.
34. Defendants incorporate their responses to paragraphs 1-33, above.
35. Denied.
36. Denied.
37. Defendants incorporate their responses to paragraphs 1-36, above.
38. The allegations of paragraph 38 do not relate to Defendants.
39. The allegations of paragraph 39 do not relate to Defendants.

#### **AFFIRMATIVE DEFENSES**

1. Plaintiff has had an investigation open in this matter since at least as early as July, 2006. However, the only investigation undertaken by Plaintiff was first, in 2006, when Plaintiff issued subpoenas for certain bank records of Defendants to Bank of the West, IBC Bank, First Enterprise Bank, Bank of America, and Bank of America Credit Card Division.

2. When Defendants were apprised of the investigation in July 2006, they fully cooperated with Plaintiff, providing or making available for inspection by Plaintiff all documents requested by Plaintiff.

3. Defendant Brian McKye, through counsel, repeatedly offered to provide sworn testimony to Plaintiff to make clear to Plaintiff his business operation. Plaintiff declined.

4. After the initial investigation in mid-2006, Plaintiff took no further action, despite being provided with all of Defendants' then business records as requested.

5. In October, 2008, more than two years after opening its "investigation", Plaintiff issued a Subpoena Duces Tecum to Defendant, Brian McKye, requesting ten (10) different categories of business records. Defendant fully responded to said request.

6. Since that time, Defendants (nor their counsel of record in the investigation) have not received notification of the issuance by Plaintiff of any other subpoenas to any banks, lenders or other third parties.

7. Defendants at all times during the investigation by Plaintiff fully cooperated (to the extent allowed by Plaintiff) with Plaintiff in an effort to meet any concerns of Plaintiff.

8. Finally, more than two years after Defendants provided Plaintiff with records of their business operations, Plaintiff elected to declare an emergency, alleging, among other things:

"A danger exists that the money received by Defendants from the Investors or money or securities held by Defendants on behalf of the investors will be lost, removed or transferred. A temporary restraining order to issue *instanter* and temporary and permanent injunctions to issue against Defendants

are necessary to preserve the money received and money or securities held, to preserve the records relating thereto and to prevent further violations of the Act.”  
Petition filed March 24, 2009, at *Prayer for Relief*.

9. The actions and inactions of the Plaintiff, above described, constitute estoppel, waiver, laches, undue delay and unclean hands.

10. The actions and inactions of the Plaintiff, above described, are the best evidence of the fact that the alleged activities of the Defendants do not give rise to the necessity of temporary or permanent injunctive relief, the appointment of a special master, or any other equitable relief.

11. The Special Master appointed by the Court, in coordination and with the cooperation of Defendants, has, since assuming operations of the Defendants, failed to make any of the required monthly payments to the affected third party lenders, needlessly jeopardizing the needs of such third parties, and imposing unreasonable, unnecessary hardships on such persons. Any moneys collected through the ongoing business operations of the Defendants, even if the allegations of Plaintiff were true (which these Defendants deny) should be distributed proportionately “*instanter*” to such third party lenders rather than being held by the Special Master.

12. Plaintiff has failed to state a claim upon which relief may be granted.

13. The loans made by third parties to certain of the Defendants do not constitute “securities” as defined under the Oklahoma Securities Act.

14. Plaintiff is without jurisdiction to bring this action.

15. Defendant is not a proper party to this action.

16. Plaintiffs’ claims are barred, in whole or in part, by the doctrines of estoppel, laches, waiver and/or unclean hands.

17. These Defendants will assert any and all additional defenses, which become available or appear during discovery proceedings in this action, and these Defendants specifically reserve the right to amend their Answer for the purpose of asserting such additional affirmative defenses.

18. If there are any defenses available to these Defendants which have not been stated herein, Defendants hereby asserts each and every such defense.

WHEREFORE, Defendants respectfully request that the Court enter judgment in their favor and against plaintiff, and that the Court award Defendants their costs and reasonable attorney's fees and any other relief to which they might prove themselves entitled.

Respectfully submitted this 24 day of April, 2008.

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and Brian McKye

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Global West Financial LLC, Sure Lock Financial, LLC,  
Sure Lock Loans, LLC, The Wave-Goldmade, Ltd.,  
and Brian McKye

CERTIFICATE OF SERVICE

The undersigned certifies that on the 24 day of April, 2009, a true and correct copy of the above and foregoing Answer was mailed, postage prepaid, to:

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A handwritten signature in black ink, appearing to read 'R. G. McCampbell', is written over a horizontal line.