

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

JUN 12 2024

RICK WARREN  
COURT CLERK

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Oklahoma Department of Securities )  
*ex rel.* Melanie Hall, Administrator, )  
 )  
Plaintiff, )  
v. )  
Premier Global Corporation, et al., )  
 )  
Defendants. )

Case No. CJ-2022-5066  
Judge Don Andrews

**REPLY IN SUPPORT OF  
MOTION OF DEFENDANTS RICHARD DALE DEAN AND DDIA  
TO LIMIT RECEIVERSHIP AS TO LITIGATION-RELATED MATTERS**

Plaintiff and the Receiver demonstrate in their Responses that they fail to understand the requests of Defendants Richard Dale Dean and DDI Advisory Group LLC (“DDIA”) (collectively the “Dean Defendants”). The purpose of the Receivership Order is to collect and protect the assets of the Receivership Defendants. Nothing about the relief sought by the Dean Defendants compromises that purpose. Instead, it gives Mr. Dean and DDIA their due process rights to defend themselves in this litigation.

The Dean Defendants requests are simple: (1) find that Mr. Dean and DDIA have control over their own books and records; (2) affirm Mr. Dean and DDIA’s control over their attorney-client privilege; (3) affirm Mr. Dean and DDIA’s control over their defense strategy, including the use of untainted funds to pay for defense counsel; (4) order that DDIA remain an active entity in order to have capacity to pursue its claims against Mr. Parish and Premier Global Corporation; and (5) order that Mr. Dean be permitted to pursue other sources of income to provide for his basic living expenses and that such sources of income will not be subject to the Freeze Order. These requests are reasonable and based on a need to ensure that Mr. Dean’s due process rights are

protected and that he be permitted to provide for himself rather than go into poverty or bankruptcy. Such findings also avoid the conflict presented by the Receiver's Common Interest and Confidentiality Agreement with Plaintiff, the conflict presented by the Receiver's control over all Receivership Defendants who are adverse to each other, and the conflict presented by Mr. Dean and/or DDIA pursuing their claims against Defendant Steven J. Parish and Premier Global Corporation in its own proceeding or through the Receiver's Claims Process.

Plaintiff opposes the Dean Defendants' requests here based on citation to Section 1-603 of the Act stating that the Court has the authority to appoint the Receiver. Mr. Dean and DDIA do not oppose the appointment of the Receiver, so Plaintiff's objection is irrelevant. And Mr. Dean and DDIA do not oppose that the Court has authority to order an asset freeze. Instead the Dean Defendants are asking the Court to amend or modify the Receivership Order pursuant to the Court's discretion to do so memorialized on the last page of the Receivership Order. The Receiver's opposition to the Dean Defendants' requests are inapplicable and addressed by specific request below.

### **Request 1: To Control Books and Records**

The Receiver states that the Dean Defendants have never relinquished their control of the books and records and that the Receiver hasn't gained full access to them. And Plaintiff says that because Dean and DDIA have received documents from GableGotwals and partially responded to discovery requests that that means they have control over their books and records. These objections misses the full picture.

This request by the Dean Defendants is specifically focused on issues surrounding the ongoing tax liabilities, capital contributions to life settlement entities, and other obligations that need payment which have been missed or delayed by the Receiver and for which the Dean

Defendants have to consistently notify and remind the Receiver of this ignored obligation. Permitting the Dean Defendants control over their books and records would allow for them to timely meet their obligations that are unrelated to Plaintiff's allegations against the Dean Defendants.

### **Request 2: To Control Attorney-Client Privilege**

Recent motions and hearings before the Court have included questions of attorney-client privilege, but the conflict between who holds the privilege and the Receiver's ability to have any control over that privilege—particularly where this litigation is ongoing and includes DDIA over which the Receiver currently controls all privilege—remains unresolved. The Court needs to outline and affirm who holds the attorney-client privilege going forward, and the Court should find that DDIA and Mr. Dean hold the privilege as pertains to their defense in this litigation.

### **Request 3: To Control Defense Strategy and Fund Defense with Untainted Funds**

The Receiver and Plaintiff's objections surround identification of the referenced untainted funds. For clarification on that point, the Dean Defendants remind the Court that it has previously allowed Mr. Dean to use funds for his personal defense that were proceeds of the McIntyre Life Settlement account as the proceeds from the Life Settlement accounts are untainted. As the Receiver is aware, Mr. Dean has interest in other Life Settlements that will likely mature and produce further untainted funds. However, the focus of this request number 3 is not about the untainted funds but instead about the ability of the Dean Defendants to maintain control over their defense strategy and ensure that any apparent or actual conflict that may arise due to the Receiver's control over certain Receivership Entities not interfere with the Dean Defendants' ongoing defense.

#### **Request 4: To Order DDIA Remain an Active Entity**

As addressed at hearing before the Court on June 4, 2024, the Receiver's "orderly claims process" is not in place yet and any ancillary proceeding for disputed claims is not yet outlined and may not have even been considered until raised at the June 4, 2024, hearing. Whether DDIA brings claims through the Receiver's Claims Process or as its own litigation, DDIA must be an active entity in order to have capacity to bring its dispute. *See* 68 O.S. § 1212(C); *Williams v. Smith & Nephew, Inc.*, 2009 OK 36, ¶ 21, 212 P.3d 484, 491. By allowing DDIA to go defunct and not renewing its status, the Receiver is putting a plan in place to prevent DDIA from having capacity to bring its viable claim and to deny DDIA procedurally.

#### **Request 5: To Pursue Other Income and/or Employment**

The Receiver has never prevented Mr. Dean from seeking employment but admits he denied Mr. Dean's request to use funds to fund Mr. Dean's new business endeavors. Plaintiff says it has always supported Mr. Dean's gainful employment. But these points miss the issue. Even *if* Mr. Dean were to get a job all income generated would be frozen and under Receivership as the Receivership and Freeze Orders currently stand. The Dean Defendants seek a ruling that any income Mr. Dean earns from other income and employment going forward will not be frozen or under the Receivership Order.

#### **CONCLUSION**

Contrary to the Receiver's assertions, the true purpose of Mr. Dean and DDIA's requests is to ensure their due process rights, prevent issues raised by existing conflicts, and provide Mr. Dean the ability to survive. Mr. Dean and DDIA have not been proven to be guilty of anything yet they are being treated like criminals in a civil agency enforcement action. Therefore, the requests made are reasonable and the Dean Defendants are deserving of consideration.

WHEREFORE, Mr. Dean and DDIA respectfully request that this Court enter an Order directing that the Receivership Order be limited in its application to Mr. Dean and DDIA so as to permit Mr. Dean and DDIA to exercise the following powers: (a) control over their own books and records, subject to the duty to preserve; (b) control over their attorney-client privilege; (c) control over their defense strategy, including the use of untainted funds to pay for defense counsel; (d) that DDIA remain active to pursue its claims against Mr. Parish; and (e) that Mr. Dean be permitted to pursue other sources of income, as the ODS has repeatedly requested, to provide for his basic living expenses, such as food, shelter, and healthcare.

Respectfully submitted,



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**CERTIFICATE OF SERVICE**

This certifies that on this 12th day of June, 2024, a true and correct copy of the above and foregoing was delivered to:

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