

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JUL 28 2023

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 EMERGENCY MOTION OF DEFENDANT RICHARD DALE DEAN TO RENEW, EXTEND, AND MODIFY THE COURT’S MARCH 14, 2023, ORDER AND TO AMEND HIS PROJECTED 2023 CASE BUDGET

In their Responses to the Emergency Motion to Renew, Extend, and Modify the Court’s March 14, 2023, Order and to Amend His Projected 2023 Case Budget (“Motion”) filed by Defendant Richard Dale Dean (“Mr. Dean”), the Receiver and Plaintiff both appear to express concerns that Mr. Dean has not fully “cooperated” with all deadlines in the March 14, 2023, Order (“March Unfreeze Order”)—yet they both admit there are reasons beyond Mr. Dean’s control for noncompliance with certain deadlines and that most requirements have been met. Neither of the Responses argue that the purpose itself of the March Unfreeze Order has expired. Mr. Dean still has basic living expenses that he must pay and he is entitled to pay for a defense to the serious charges brought by the Plaintiff. Mr. Dean has completed most of the acts of cooperation required by the Court and is working diligently to complete the few remaining items, which he currently anticipates will be complete prior to the hearing on this Motion. Accordingly, Mr. Dean respectfully requests that the Court extend the March Unfreeze Order through January 11, 2024, and amend the Order insofar as to include payment of fees to Mr. Dean’s counsel’s new law firm.

ARGUMENT AND AUTHORITIES

I. The March Unfreeze Order's Purpose Is Still Fully in Force.

When it entered the March Unfreeze Order, the Court foresaw that its purpose might not be expired at the time the order itself expired. *See* March Unfreeze Order at 8 (the March Unfreeze Order's terms were "temporary in nature, and will expire on May 11, 2023, . . . *unless further extended by the Court*"). The purpose of the March Unfreeze Order was to put in place mechanisms for payment of Mr. Dean's living expenses and attorneys' fees. Mr. Dean continues to require living expenses and legal representation. The only amendment to the March Unfreeze Order that Mr. Dean requests is to provide for payment of fees to his counsel's new firm of Steptoe & Johnson PLLC ("SAJ"), effective on May 1, 2023, since the March Unfreeze Order only included payment of legal fees to his counsel's prior law firm. Mr. Dean does not seek to amend any other terms or obligations under the March Unfreeze Order.

II. The Alleged Noncompliance Raised in the Responses Is Not Cause to Deny Mr. Dean's Motion.

The Receiver admits that most "acts of cooperation have been completed" by Mr. Dean and that "[c]omplete cooperation must remain a cornerstone tenant of any extension" of the March Unfreeze Order. Receiver's Response at 14. Mr. Dean's Motion does not seek to free him of his obligation to cooperate with the Receiver. The areas of alleged noncompliance with "cooperation" as outlined by the Receiver are largely outside of Mr. Dean's control, and the Receiver and Mr. Dean's counsel have been in communication to achieve full "cooperation." Mr. Dean currently anticipates that he will have completed all items listed in the March Unfreeze Order by the time the parties appear before the Court on August 4, 2023, at 10:00 a.m.

III. Mr. Dean's Amended Proposed Budget Does Not Need Court Approval.

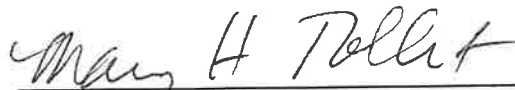
The Amended Proposed Budget does not require the Court's approval but is provided so the Court and parties have a better understanding of the budget and its effect on the limited resources available to Mr. Dean and the Receiver. Mr. Dean shares the Receiver's concern about the budget because he knows he needs to fully cooperate with the Receiver's requests but also needs to preserve funds to defend himself in the litigation against claims for which he is not the responsible party, but which hold significant consequences if not allowed full and fair representation. The Receiver's Response appears to take greatest issue with the budget, but the proper place to express these concerns is when the Receiver makes his objections to the requests for payment of fees submitted by Mr. Dean's counsel, which he has been doing and may continue to do.

CONCLUSION

Because the provisions of the March Unfreeze Order continue to be necessary to permit Mr. Dean to defend himself in this litigation, and because the Dean Defendants' attorneys have moved to a new firm, Mr. Dean respectfully requests that the Court (i) renew and extend the March Unfreeze Order for seven (7) months through January 11, 2024, at 11:59 p.m. (CST); (ii) modify the March Unfreeze Order to include payment of legal fees to SAJ starting from May 1, 2023, and going forward; and (iii) take notice of his Amended Projected 2023 Case Budget.

Dated this 28th day of July, 2023.

Respectfully submitted,



Tara A. LaClair, OBA #21903

Bruce W. Day, OBA #2238

Mary H. Tolbert, OBA #17353

Steptoe & Johnson, PLLC

101 N. Robinson Avenue, Suite 500

Oklahoma City, OK 73102
Telephone: (405) 930-5151
Facsimile: (405) 212-5843
tara.laclair@step toe-johnson.com
bruce.day@step toe-johnson.com
molly.tolbert@step toe-johnson.com

**ATTORNEYS FOR DEFENDANTS RICHARD
DALE DEAN AND DDI ADVISORY GROUP,
LLC**

CERTIFICATE OF SERVICE

This certifies that on this 28th day of July, 2023, a true and correct copy of the above and foregoing was delivered to:

Patricia A. Labarthe (via E-Mail and First Class Mail)
Shaun Mullins
Oklahoma Department of Securities
204 N. Robinson, Suite 400
Oklahoma City, OK 73102
Attorneys for Plaintiff

Rollin Nash, Jr. (via E-Mail and First Class Mail)
Dennis S. Boxeur
Nash Cohenour & Giessman, P.C.
4101 Perimeter Center Drive, Suite 200
Oklahoma City, OK 73112
*Attorneys for Defendants Elkins & Assocs. Inc.
And Clyde Edward Elkins*

J. Clay Christensen (via E-Mail and First Class Mail)
Jonathan M. Miles
Brock Z. Pittman
Whitney J. Dockrey
Christensen Law Group, P.L.L.C.
The Parkway Building
3401 N.W. 63rd St., Suite 600
Oklahoma City, OK 73116
*Attorneys for Defendants J&H Holdings, LLC,
Kyle Blackburn, Mitzimack, Inc., Erika Greggs,
James Scott Stanley, Edmond Brokerage, Inc.,
Brent Lee Worley, Byron Kent Freeman and
Karen Lynn Freeman*

Jeanette C. Timmons (via E-Mail and First Class Mail)
Connors & Winters, LP
1700 One Leadership Square
211 N. Robinson Avenue
Oklahoma City, OK 73102
*Attorneys for Defendants J&H Holdings, LLC,
Kyle Blackburn, Mitzimack, Inc., Erika Greggs,
James Scott Stanley, Edmond Brokerage, Inc.,
Brent Lee Worley, Byron Kent Freeman and
Karen Lynn Freeman*

Hilary Allen
Spencer Fane LLP
9400 North Broadway Extension
Suite 600
Oklahoma City, OK 73114
Attorney for Receiver

(via E-Mail and First Class Mail)


Mary H. Tolbert