

IN THE DISTRICT COURT OF OKLAHOMA COUNTY FEB -7 2025
STATE OF OKLAHOMA

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

**DEFENDANT RICHARD DALE DEAN’S REPLY IN SUPPORT OF MOTION TO
UNFREEZE AND/OR RELEASE CERTAIN ACCOUNTS
FROM THE ORDER FREEZING ASSETS**

INTRODUCTION

The Objection to Defendant Richard Dale Dean’s Motion to Unfreeze and/or Release Certain Accounts from the Order Freezing Assets filed by Receiver Eric L. Johnson (the “Receiver”) inappropriately implies that Defendant Richard Dean (“Mr. Dean”) has withheld information from his Motion, engaged in some sort of questionable conduct relating to uses of funds by one of the entities included in the Motion, Settlements of Texas, Inc. (“SOT”) (which the Receiver has known about for months without taking any action), and has admitted that the accounts and entities listed in the Motion fall under the freeze orders issued in this case simply by filing the Motion. Aside from the fact that nothing inappropriate has occurred with respect to the accounts at issue, and the Motion does not amount to an admission, these arguments do not address the most basic point advanced in the Motion: the October 14, 2022, Order Freezing Assets, Order Prohibiting Disposition of Assets and Order Prohibiting Destruction or Disposition of Records (the “October 2022 Freeze Order) by its own language and terms **does not** apply to the accounts for the four entities identified in Mr. Dean’s Motion: SOT, AAA Management & Benefit, LLC (“AAA”), Dickie Dean’s Insurance & Investment Agency, Inc. (“DDI”), and Wealth & Retirement

Solutions, LLC (“WRS”). The Motion and statements therein request confirmation of this point by the Court, as the Receiver continues to take positions to the contrary and require ongoing, unnecessary reporting for these entities. The Receiver further acknowledges in the Objection that the amounts at issue in these accounts, as well as Mr. Dean’s Credit Union of Texas accounts, qualify as “de minimis”. While “de minimis” to the Receiver, even the amounts contained in these accounts make a huge difference to Mr. Dean, who currently has few to no resources to pay for his daily living expenses. No good reason exists to continue to freeze any of the accounts identified in the Motion, if the asset freeze issued in this case applies to them at all. For all of these reasons, the reasons discussed in the Motion, and the information provided in Mr. Dean’s Response to the Receiver’s Motion to Show Cause and Plaintiff’s Motion for Accounting (incorporated in full herein by reference), Mr. Dean respectfully requests that the Court grant his Motion and issue an order that 1) unfreezes Mr. Dean’s Credit Union of Texas bank accounts from the asset freeze issued in this case; 2) confirms that the asset freeze in this case and the October 2022 Freeze Order (along with any amendments to the same) do not apply to SOT, AAA, DDI, WRS, or their associated bank accounts and other assets; and 3) confirms that Mr. Dean, SOT, AAA, DDI, and WRS do not need to report on activity of SOT, AAA, DDI, or WRS from the date of the order.

ARGUMENTS AND AUTHORITIES

A. The Language of the October 2022 Freeze Order Does Not Apply to SOT, AAA, DDI, or WRS.

As discussed in the Motion, the October 2022 Freeze Order freezes the assets of the following defendants in this case: Premier, Premier Factoring, LLC, PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDIS Advisory Group, LLC; Steve Jonathan Parish; Richard Dale Dean; Premier Marking Management; and Joshua Dane Owen (the “Premier Defendants”). *See* Motion Exhibit 1 at p. 2. The freeze includes funds 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 . . .” See Motion Exhibit 1 at p. 2. The freeze also includes, as an additional category of frozen accounts, “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.**” See Motion Exhibit 1 at pp. 2-3.

In response to this argument, the Receiver simply states that he does not agree with an interpretation of the October 2022 Freeze Order that finds it does not apply to SOT, AAA, DDI, or WRS. However, the Receiver offers no alternative explanations as to the meaning of the language of the order if not for the meaning provided on its face: that accounts in the name of any individuals or entities controlled by the Premier Defendants, but not in the names of the Premier Defendants themselves, **must** derive from the activities alleged in the Petition in order to come within the freeze. As already discussed in the evidence presented with the Motion, these entities do not derive their funds from activities relating to the Premier factoring business or any other activities falling within the subject of the Petition here. Mr. Dean has presented evidence of that fact in his Affidavit and in the attached organizational documents for AAA, DDI, and WRS. The organizational documents for SOT have also been produced in discovery and will get discussed at the upcoming evidentiary hearing on February 14. Additionally, the Receiver’s references to transactions between DDI Advisory Group (“DDIA”) and these entities also do not prove funds for these entities derive from Premier. In actuality, DDIA, SOT, and AAA loaned each money as needed, but DDIA currently owes funds to both SOT and AAA.

B. The Receiver’s Statements About the “De Minimis” Amounts in the Accounts Identified in the Motion Weigh in Favor of Releasing and/or Confirming the Release of the Funds.

In his Objection to the Motion, the Receiver calls the amounts in the accounts at issue in the Motion “de minimis” and suggests this must indicate that Mr. Dean has some inside knowledge of additional funds coming into the accounts. Far from the case, the request in the Motion to confirm the lack of application of the freeze to these accounts demonstrates the extreme level of need of Mr. Dean to have any source of payment for ongoing and unmet needs for daily living expenses, no matter the size. The Receiver’s statements concerning the amount of funds expended for legal fees, taxes, and other business expenses do not in any way address the ongoing problem that the Receiver’s incorrect positions as to these accounts has left Mr. Dean without any ability to access funds from businesses entirely separate from Premier for his most basic of needs. It also cripples the four businesses at issue in their day-to-day operations that might have the ability to provide some source of funds for Mr. Dean. This approach and interpretation of the October 2022 Freeze Order does not make sense in light of the language of the order and just perpetuates the inappropriate and ongoing efforts to prevent Mr. Dean from paying for his daily survival.

C. The Receiver Acknowledges and Agrees that the Court has Already Found and Ordered that the Freeze Does Not Apply to DDI.

In his Objection to the Motion, the Receiver notes that a prior order from this Court already removed DDI and its account from the freeze. Thus, the request in the Motion to clarify that status and eliminate any ongoing reporting obligations with respect to DDI seem uncontroversial. The Court can simply clarify and confirm the prior position with respect to this entity and account.

D. The Requests in the Motion Do Not Require Further Testimony or Accountings.

The Receiver also maintains in the Objection that further investigation and accountings should take place with respect to the entities and accounts at issue in the Motion. First, an evidentiary hearing will occur with respect to the SOT entity and account on February 14, 2025, and the Receiver and Plaintiff ODS have already had the ability to examine documents produced

regarding that account and to examine Mr. Dean with respect to this entity at a deposition that occurred in January. They, and the Court, will also have the ability to examine Mr. Dean on issues relating to SOT at the February 14 evidentiary hearing. No further accounting or discovery appears necessary for this entity. As to the other entities and accounts, the Receiver and Plaintiff ODS have specifically focused discovery and efforts in response to the Motion on SOT. This suggests they actually do not require further information concerning the other three entities or Credit Union of Texas bank accounts. To the extent the Receiver, Plaintiff ODS, or the Court would like information concerning the activities of AAA, DDI, or WRS, or transactions related to the other accounts at issue in the Motion, they have the ability to inquire as to those issues at the hearing scheduled for February 14, 2025. Moreover, Mr. Dean's Affidavit, filed in conjunction with the Motion, already provides a description of the activities of these entities, and Mr. Dean also attaches hereto as Exhibits 1, 2, and 3 organizational documents for AAA, DDI, and WRS as further confirmation of his statements about the activities of these entities in his Affidavit.

CONCLUSION

For all of the reasons discussed herein, in the Motion, with its accompanying exhibits, and in Mr. Dean's Response to Receiver's Motion to Show Cause and Plaintiff's Motion for Accounting incorporated herein by reference, Mr. Dean respectfully requests the Court grant his Motion and issue an order that 1) unfreezes Mr. Dean's Credit Union of Texas bank accounts from the asset freeze issued in this case; 2) confirms that the asset freeze in this case and the October 2022 Freeze Order (along with any amendments to the same) do not apply to SOT, AAA, DDI, WRS, or their associated bank accounts and other assets; and 3) confirms that Mr. Dean, SOT, AAA, DDI, and WRS do not need to report on activity of SOT, AAA, DDI, or WRS from the date of the order.

Dated this 7th day of February, 2025.

Respectfully submitted,



Tara A. LaClair, OBA #21903

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

CERTIFICATE OF SERVICE

This certifies that on this 7th day of February, 2025, a true and correct copy of the above and foregoing document was delivered to following as indicated:

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Tara A. LaClair

**The Operating Agreement
of
AAA Management and Benefit, LLC
A Missouri Limited Liability Company**

Employer Identification Number

LAW OFFICES
VORBECK ASSOCIATES, LLC
ATTORNEYS AND COUNSELORS
684 SE BAYBERRY LANE, SUITE 101
LEE'S SUMMIT, MISSOURI 64083

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AAA Management and Benefit, LLC a Missouri Limited Liability Company

Article One Company Formation

Section 1.01 The Limited Liability Company

This Agreement, dated October 10, 2014, forms and establishes a limited liability company under the laws of the State of Missouri, and specifically under the Missouri Limited Liability Company Act. The Company becomes effective upon filing Articles of Organization as required by the State of Missouri. The Members, their respective Membership Interests, and their percentages of ownership are identified in the schedule attached to this Agreement as Exhibit A.

This Agreement sets forth the rights, duties, obligations, and responsibilities of the Members regarding the Company. In addition, the Members have agreed to certain terms regarding their contributions of capital to, and distributions from, the Company, as set forth in a Capital and Services Agreement, dated as of October 10, 2014, as the same may be amended from time to time, the terms of which are incorporated herein by this reference.

In consideration of the mutual promises, obligations, and agreements set forth in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

Section 1.02 The Company's Name

The Company's name is AAA Management and Benefit, LLC. The Manager may change the name of the Company or operate the Company under different names.

Section 1.03 Company to Be Taxed as a Partnership

The Members intend to establish an entity that is subject to taxation as a partnership.

Section 1.04 Company's Purpose and Scope

The Company is organized to provide centralized management of investments and business activities.

In order to accomplish these purposes, the Company may:

own, acquire, manage, develop, operate, buy, sell, exchange, finance, refinance, and otherwise deal with real, personal, tangible, and intangible property, including, without limitation, an interest in the KB Mickelson, LLC, which is the owner of that certain life insurance policy issued by Lincoln National Life Insurance Company, policy Number JJ7085899, insuring the life of Kermont B. Mickelson, in the face (death benefit) amount of \$250,000, ("the Policy"), and any type of business, as the

Manager determines from time to time to be in the best interests of the Company; and

conduct any lawful business and investment activity permitted under the laws of Missouri and in any other jurisdiction in which the Company may have a business or investment interest in order to accomplish these objectives.

The Company may engage in any other activities that are related or incidental to these purposes, as the Manager may determine with sole and absolute discretion.

Section 1.05 Purpose of Company Restrictions

This Company is formed by those who know and trust one another and who, in forming this Limited Liability Company, have surrendered certain management rights.

Capital is material to the business and investment objectives of the Company and its federal tax status. An unauthorized transfer of a Member's Interest could create a substantial hardship to the Company, jeopardize its capital base, and adversely affect its tax structure. As a result, certain restrictions expressed in this Agreement attach to and affect the ownership and transfer of Membership Interests. These restrictions are not intended to penalize, but are intended to protect and preserve the existing trust-based relationships, the Company's capital, and the Company's financial ability to continue to operate.

Section 1.06 The Company's Principal Office and Location of Records

The street address of the principal office in the United States where the Company maintains its records is its registered office address (see section 1.07, below), and/or:

PO Box 250107, Plano, Texas 75025

or where the Manager otherwise determines. The records maintained by the Company must include all records that the law requires the Company to maintain. The Company must maintain a records office in any jurisdiction that requires a records office and the Company must maintain all records required by applicable law at each records office.

Section 1.07 Registered Agent and Registered Office

The Company's initial registered agent is David A. Vorbeck, and the Company's initial registered office is located at:

684 SE Bayberry Lane, Suite 101
Lee's Summit, Missouri 64063

Section 1.08 The Company's Term

The Company's duration is perpetual. The Company begins on the date the Articles of Organization are filed with the Secretary of State of Missouri and continues until terminated or dissolved by this Agreement.

OPERATING AGREEMENT/LLC AGREEMENT

This section contains your Operating Agreement for each series. It is also called your series Limited Liability Company (LLC) agreement. Your LLC is managed by RICHARD DEAN, GEORGE GUNDLING and ROLANDO ESPINOSA. The initial owners were:

DICKIE DEAN'S INSURANCE AND
INVESTMENT AGENCY, INC. DBA DDI FINANCIAL SERVICES

NEON ARMADILLO, INC.

SaaS SOFTWARE, INC.
DBA - SSI

NICHOLAS E. STOVALL

SEANDO, LLC



Company Agreement of Wealth & Retirement Solutions, LLC

This Company Agreement ("Agreement") of Wealth & Retirement Solutions, LLC, a Texas limited liability company ("Company"), is entered into effective May 15, 2015 ("Effective Date"), by and between DICKIE DEAN'S INSURANCE AND INVESTMENT AGENCY, INC. DBA DDI FINANCIAL SERVICES, NEONARMADILLO, INC., SaaS SOFTWARE, INC. DBA - SSI, NICHOLAS E. STOVALL, and SEANDO, LLC, (collectively referred to herein as the "Members" and individually as a "Member") and RICHARD DEAN, ROLANDO ESPINOSA, and GEORGE GUNDLING ("Manager").

Article 1 Formation

1.1 Formation. The Company was organized pursuant to the provisions of the Texas Business Organizations Code ("Code") by filing a certificate of formation ("Certificate") with the Texas secretary of state on the Effective Date.

1.2 Purpose. The purpose and business of the Company shall be to be in the financial software business and all related activities and the transaction of any other business or activity allowed under the Code. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this section 1.2.

1.3 Term. The Company shall continue in existence perpetually or until the termination of the Company in accordance with the provisions of section 7.1 of this Agreement or the Code.

1.4 Registered Agent and Office. The registered agent for the service of process is RICHARD DEAN and the address is 4518 Wyvonne Way Plano, TX. 75024. The principal office of the Company shall be located at 4518 Wyvonne Way Plano, TX. 75024. The Company may have other offices and places of business at such locations, both within and without the state of Texas, as the Manager may from time to time determine or as the business and affairs of the Company may require.

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RECEIVED

APPROVED

JUN 18 1996
JOHN P. CRAWFORD
INSURANCE COMMISSIONER
OKLAHOMA

AUG 22 10 05 AM '96
CERTIFICATE OF INCORPORATION
of

DICKIE DEAN'S INSURANCE & INVESTMENT AGENCY, INC

FILED

AUG 22 1996
OKLAHOMA SECRETARY
OF STATE

FIRST: The name of the corporation is Dickie Dean's Insurance & Investment Agency, Inc..

SECOND: The address (including the street, number, city and county) of the corporation's registered office in the State of Oklahoma is 6710 S. 128th W. Ave., Sapulpa, Oklahoma, 74066 (Creek County). The name of the corporation's registered agent at such address is Richard D. Dean.

THIRD: The sole purpose for which this corporation is formed is: to act as agent for life, accident and health insurance; to apply for, acquire, and hold all licenses, permits, and franchises necessary or useful in the pursuit of said purposes.

To further the purposes of this corporation, as set forth hereinabove, it shall have all powers granted to a domestic corporation, by the "Oklahoma General Corporation Act", Title 18, Oklahoma Statutes (1991), and may engage in all activities reasonably necessary in and incidental to the furtherance of its said corporate purposes, not otherwise prohibited by "The Oklahoma Insurance Code", 36 O.S. §§101-6571 (1991).

No corporation shall own any stock in or be a partner in this corporation except to the extent permitted by 36 O.S. §1424(B)(6) (1991).

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is 10,000 shares, each of the shares having a par value of one dollar (\$1.00), thereby resulting in the corporation having total authorized capital stock in the amount of ten thousand dollars (\$10,000.00), all of which shall be Common Stock.

When the board of directors so determine, the unissued common stock provided by these articles of incorporation, and any further increase of same, or any portion thereof, shall first be offered, at par, pro rata to the existing stockholders who may desire to subscribe for such stock.

FIFTH: The name and mailing address of each incorporator is as follows:

Name	Address
Richard D. Dean	P.O. Box 952 Sapulpa, Oklahoma 74067

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OKLAHOMA SECRETARY
OF STATE
JUN 03 1996
Agent Licensing Division

SIXTH: The name and mailing address of each person who is to serve as a director until the first annual meeting of the shareholders or until a successor is elected and qualified, is as

EXHIBIT

3

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FIRST-CLASS

US POSTAGE IMPI/TJ/EY/BOWES

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OF SECURITIES

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