

**FILED IN DISTRICT COURT  
OKLAHOMA COUNTY  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

APR - 7 2025

**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

**ORDER GRANTING SECOND OMNIBUS MOTION  
FOR AUTHORITY TO COMPROMISE CLAIMS**

NOW on this 31st day of March, 2025, the duly appointed Eric L. Johnson’s (the “Receiver”) Second Omnibus Motion for Authority to Compromise Claims (“Motion”) comes on before the undersigned judge of the District Court and the Court finds as follows:

1. The Receiver filed the Motion on February 11, 2025. No objections have been filed pertaining to the same by any party.
2. Pursuant to the Motion, the Receiver has informed the Court that he has reached settlement of certain claims (the “Settlements”), which are set forth in agreements negotiated by the Receiver and described herein.

**The Clawback Suits**

3. The Receiver made demand on numerous parties (collectively, the “Defendants”) to return money or property they received from Premier Global Corporation f/k/a 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 (collectively, the “Premier Investment Entities”).

4. In the case of investors that received amounts from the Premier Investment Entities that exceeded the amount of their respective investments, these amounts constitute false profits, and the Receiver has sought to recover the same (the "False Profits"). The Receiver asserts that the False Profits are recoverable as actual or constructive fraudulent transfers under the Uniform Fraudulent Transfer Act, or under theories of unjust enrichment.

5. The Receiver has also made demand on various agents that worked for the Premier Investment Entities in soliciting investors and collected commissions for the sale of the investments based on theories of fraudulent transfer, unjust enrichment, and violation of securities laws.

6. A summary of the claims and settlement amounts is as follows:

Defendants	Asserted Claim	Settlement Amount
Brian Whitmore	\$32,925.00	\$25,000.00
Leslie Jackson	\$154,526.54	\$56,225.00
Randy Kufahl	\$142,491.07	\$40,000.00
Kevin Gatrell	\$25,212.60	\$15,000.00
Salvador Lopez	\$40,000.32	\$26,000.00
Dave and Kathy Thompson	\$55,816.08	\$20,000.00
Robert Boone	\$52,312.50	\$10,000.00
Erika Greggs	\$625,184.08	\$55,000.00
Brent Worley	\$354,691.47	\$10,800.00
Daniel Hutcheson	\$422,446.50	\$5,000.00
Paul Olesniewicz <sup>1</sup>	\$40,000.32	\$18,000.00

<sup>1</sup> The parties have agreed on a settlement amount and are still negotiating the terms of a written settlement agreement. The Receiver is granted authority to settle the matter on these economic terms and no further order of the Court is required for the receiver to finalize the agreement.

Kent Vogelsang and KDV Construction	\$38,700.00	\$19,000.00
William Lawlor	\$63,333.85	\$21,000.00
Timothy Palmer	\$33,248.63	\$16,624.32
Joanne and Raymond Borner <sup>2</sup>	\$102,343.86	\$24,000, plus payment of receiver's mediation fees
<b>Total</b>	<b>\$2,183,232.82</b>	<b>\$361,649.32</b>

7. The Receiver has considered a number of factors in reaching the Settlements, including the defenses asserted by the Defendants, the costs of litigation, and the likelihood of collection. A number of the Defendants have provided information demonstrating an inability to pay a potential judgment.

**The Parish Divorce Case**

8. Additionally, as set forth in the Motion, on or about December 5, 2022, Lori Parish brought an action for divorce from Steven Johnathan Parish in the District Court of Sedgwick County, Kansas (the "Divorce Case").

9. The Receiver and Lori Parish have negotiated a proposed division of assets in the Divorce Case brought in the District Court in Sedgwick County reflected in the terms of the Journal Entry (attached as Exhibit 1 to the Motion). Those terms include that Ms. Parish will retain her

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<sup>2</sup> The parties have agreed on a settlement amount and are still negotiating the terms of a written settlement agreement. The Receiver is granted authority to settle the matter on these economic terms no further order of the Court is required for the receiver to finalize the agreement.

personal bank accounts, her personal belongings and effects, a certain decorative oar, and certain personal property that was excluded from the sale of the property located at 1016 Summerchase Circle, Derby, Kansas. Ms. Parish will also maintain the American National Life Insurance policy on Steve Parish and provide 20% of any recovery on that policy to the receivership estate or such other victim's fund as may be established. The receivership estate will maintain all other property, including vehicles sold or recovered by the Receiver, sale proceeds, and bank accounts titled in Steve Parish's name.

#### Trowbridge Settlement

10. As further set forth in the Motion, on September 7, 2023, the Receiver and Defendant Richard Dean filed their joint Motion and/or Application to Authorize and Permit the Sale of the Diversi Life Insurance Policy (the "Life Settlement Sale Motion").

11. As explained in the Life Settlement Sale Motion, the Receivership estate held an interest in certain life insurance policy issued by Transamerica Life Insurance ending in numbers 1764 (the "Diversi Policy"). Ryan Trowbridge asserted an interest in Premier Global Corporation's Diversi LLC membership interest, which held the Diversi Policy.

12. On September 8, 2023, the Court entered an Agreed Order Granting Motion and/or Application to Authorize and Permit the Sale of the Diversi Life Insurance Policy (the "Life Settlement Sale Order"). Pursuant to the Life Settlement Sale Order, the Receiver was authorized to approve the sale of the Diversi Policy, with the Premier Global receivership estate obtaining approximately \$1,940,625.00 (the "PGC Estate Share").

13. In the Life Settlement Sale Order, the Receiver was authorized to hold \$78,500, plus a proportionate share of gain, of the PGC Estate Share in escrow pending confirmation of Ryan Trowbridge's interest in Premier Global Corporation's membership interest in Diversi LLC.

The Receiver and Mr. Trowbridge have reached a compromise and agree that Mr. Trowbridge shall receive \$45,137 from the proceeds held in escrow. Additionally, Mr. Trowbridge and the Receiver shall treat the remaining \$33,363 as if they were deposited into his transferee account for purposes of determining his claim amount in any claim that he may file against the receivership estates.

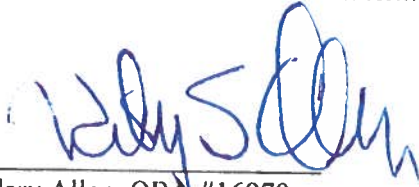
#### Approval of the Settlement Agreements

14. The Receiver is authorized 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 [which includes the Premier Investment Entities and Parish] 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 of the Receivership Estate.” Receivership Order at par. 20, p.7.

15. The Receiver is granted authority to enter into the above referenced Settlements and execute agreements to document those settlements in terms acceptable to the Receiver. The Court finds that the proposed Settlements are the result of arms-length, good-faith negotiations among the parties. The proposed Settlements will expeditiously resolve disputed issues of law and fact with respect to the claims against the settling Defendants without further litigation costs, and the proposed Settlements will result in payments totaling \$361,649.32 to the receivership estates, shall provide resolution of the Parish Divorce Case while allowing Ms. Parish to retain the assets

listed above, and resolve the Trowbridge matter with payment to Mr. Trowbridge in the amount of \$45,137 from the proceeds held in escrow from the sale of the Diversi Life Insurance Policy, with the remainder of the escrow being retained by the estate.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED that the Court approves and authorizes the Receiver to enter into the above referenced Settlements and execute agreements to document those settlements in terms acceptable to the Receiver.



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**DON ANDREWS**

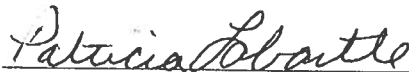
JUDGE OF THE DISTRICT COURT

4/7/2025

**CERTIFIED COPY**  
AS FILED OF RECORD  
IN DISTRICT COURT

APR -7 2025

**RICK WARREN** COURT CLERK  
Oklahoma County  

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