

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

APR 29 2024

RICK WARREN
COURT CLERK

109

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

Case No. CJ-2022-5066
Judge Don Andrews

**PLAINTIFF’S MOTION TO STRIKE CROSS-CLAIM OF
DEFENDANT DDI ADVISORY GROUP, LLC**

Plaintiff, Oklahoma Department of Securities, *ex rel.* Melanie Hall (“Plaintiff”), respectfully submits this *Motion to Strike Cross-Claim of Defendant DDI Advisory Group, LLC* (“*Motion to Strike Cross-Claim*”). In support of the *Motion to Strike Cross-Claim*, Plaintiff would show the Court as follows:

BACKGROUND

1. On October 13, 2022, Plaintiff filed a *Petition for Permanent Injunction and Other Relief* (“*Petition*”) pursuant to the Oklahoma Uniform Securities Act of 2004 (“*Act*”), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022), against numerous Defendants including Premier Global Corporation (“*Premier*”); Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Steve Jonathan Parish; Richard Dale Dean; Premier Marketing Management; and Joshua Dane Owen (the “*Premier Defendants*”).

2. On March 15, 2024, Plaintiff filed, with leave of Court, the *First Amended Petition for Permanent Injunction and Other Relief* (“*Amended Petition*”) against Defendants, including the Premier Defendants, for violations of the Act.

3. Plaintiff's allegations in the *Amended Petition* against the Premier Defendants include:

A. the Premier Defendants offered and sold securities to investors in the form of promissory notes (the "Promissory Notes") issued by Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC (the "PF Entities"). DDI Advisory, LLC was one of two Members who formed the PF Entities and Richard Dale Dean was one of two Managers of the PF Entities;

B. the Premier Defendants offered and sold unregistered securities and such securities did not qualify for an exemption from registration, in violation of Section 1-301 of the Act;

C. Defendant Richard Dale Dean ("Dean") was not registered as an agent pursuant to Section 1-402 of the Act;

D. DDI Advisory Group, LLC ("DDIA") employed or associated with a team of unregistered sales agents to offer and/or sell the Promissory Notes in this state, in violation of Section 1-402 of the Act. Only the DDIA and Dean contracted with the unregistered sales agents who sold millions of dollars of the Promissory Notes issued by the PF Entities;

E. the Premier Defendants, in connection with the offer and/or sale of securities, have made untrue statements of material fact or omitted material facts necessary in order to make the statements made, in the light of the circumstances under which they are or were made, not misleading, in violation of Section 1-501(2) of the Act, and have engaged in acts, practices, and a course of business that operated as a fraud upon investors, in violation of Section 1-501(3) of the Act;

F. the Premier Defendants falsely represented to investors that Premier was successfully engaged in the business of factoring construction related invoices. Offering documents provided to investors falsely stated that investor money would be used to purchase construction related invoices for factoring purposes;

G. the Premier Defendants induced investors with promised interest rates of ten percent (10%) for the Promissory Notes but omitted to state that investor money was being used for purposes other than invoice factoring;

H. the Premier Defendants described, in their PF Entities' offering documents, that Dean was a world leading insurance and financial services professional who would manage the financial functions of the PF Entities, including the capitalization of the PF Entities, and the application of the proceeds of the PF Entities' offerings to the factoring business of the PF Entities; and

I. during the time period beginning in January 2018 and ending in November 2022, approximately Five Hundred Thirty-Five Million Dollars (\$535,000,000) of investor money was deposited in at least twenty-five (25) accounts maintained at five banks.

4. Plaintiff's *Amended Petition* primarily seeks from the Premier Defendants, remedies specified by Section 1-603 of the Act that provides:

A. If the Administrator believes that a person has engaged, is engaging, or is about to engage in an act, practice, or course of business constituting a violation of this act or a rule adopted or order issued under this act or constituting a dishonest or unethical practice or that a person has, is, or is about to engage in an act, practice, or course of business that materially aids a violation of this act or a rule adopted or order issued under this act or a dishonest or unethical practice, the Administrator may, prior to, concurrently with, or subsequent to an administrative proceeding, maintain an action in the district court of Oklahoma County or the district court of any other county where service can be obtained to enjoin the act, practice, or course of business and to enforce compliance with this act or a rule adopted or order issued under this act.

B. In an action under this section and on a proper showing, the court may:

1. Issue a permanent or temporary injunction, restraining order, or declaratory judgment;

2. Order other appropriate or ancillary relief, which may include:

a. an asset freeze, accounting, writ of attachment, writ of general or specific execution, and appointment of a receiver or conservator, that may be the Administrator, for the defendant or the defendant's assets,

b. ordering the Administrator to take charge and control of a defendant's property, including investment accounts and accounts in a depository institution, rents, and profits; to collect debts; and to acquire and dispose of property,

c. imposing a civil penalty up to a maximum of Five Thousand Dollars (\$5,000.00) for a single violation or up to Two Hundred Fifty Thousand Dollars (\$250,000.00) for

more than one violation; an order of rescission, restitution, or disgorgement directed to a person that has engaged in an act, practice, or course of business constituting a violation of this act or the predecessor act or a rule adopted or order issued under this act or the predecessor act, and

d. ordering the payment of prejudgment and postjudgment interest; or

3. Order such other relief as the court considers appropriate.

(Emphasis added.)

5. On April 4, 2024, DDIA filed the *Answer of Defendants Richard Dale Dean and DDI Advisory Group, LLC to Plaintiff's First Amended Petition and Defendant DDI Advisory Group, LLC's Cross-Claim Against Defendant Steve J. Parish (Answer and Cross-Claim)*.

6. In the *Cross-Claim*, DDIA asserts claims of breach of fiduciary duty, breach of contract, fraud/false representation, and nondisclosure or concealment against Defendant Steve J. Parish ("Parish"). DDIA's claims are outside the scope of both the Act and the allegations of the *Amended Petition*.

7. In the *Cross-Claim*, DDIA seeks relief in the nature of damages, punitive damages, costs, interest, attorney fees, and other relief. All of DDIA's relief is outside the scope of the Act and the remedies sought in the *Amended Petition*.

FREEZE ORDER AND RECEIVERSHIP ORDER ISSUED AGAINST DEAN DEFENDANTS

8. On October 14, 2022, based on the *Petition* and the *Application for Order Freezing Assets and Other Relief*, the Court entered the *Order Freezing Assets, Order Prohibiting Disposition of Assets and Order Prohibiting Destruction or Disposition of Records* (the "Freeze Order"), freezing the assets of the Dean Defendants. Plaintiff petitioned this Court

for the entry of the *Freeze Order* to protect the rights of Plaintiff in its obligation to protect the public interest; to prevent any dissipation of the Dean Defendants' assets, including investor funds; and to remedy actions that the Dean Defendants had already committed.

9. The Court issued the *Freeze Order* and stated:

It appears to this Court from the facts alleged in Plaintiff's Petition and Application that Plaintiff is entitled to the relief requested in the Application. It further appears that the public will suffer irreparable damage and injury unless such relief is granted.

It also appears to the Court that if the issuance of this Order is further delayed there is a strong likelihood that investor funds may be lost to the detriment of those investors.

10. On October 31, 2022, the Court appointed Eric Johnson as the Receiver ("Receiver") over the assets of the Dean Defendants stating:

It appears to this Court from the facts alleged in Plaintiff's *Receivership Application* that Plaintiff is entitled to the relief requested. It further appears that there is a justifiable basis to believe that the following Defendants: Premier Global Corporation (formerly known as Premier Construction Services, Inc. and doing business as Premier Construction Billing); Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC; PF-7, LLC; DDI Advisory Group, LLC; Steve Jonathan Parish; and Richard Dale Dean (the "Receivership Defendants") have violated the securities registration, securities professionals registration, and anti-fraud provisions of the Act, that a clear threat of immediate and irreparable injury and harm to Plaintiff and investors exists, and a danger exists that the Receivership Defendants will dissipate their assets to the detriment of Plaintiff and investors.

The Court finds, based on the record in these proceedings, that the appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling and preserving all assets owned, controlled, managed, or possessed by the Receivership Defendants.

ARGUMENTS AND AUTHORITIES

I. DDIA'S CROSS-CLAIM IS PROHIBITED BY THE RECEIVERSHIP ORDER

The Freeze Order imposed a freeze on the assets of the Premier Defendants, including the Dean Defendants, and the Order Appointing Receiver, ordered the Receiver to marshal

assets, maintain the status quo and direct and monitor the activities of the Receivership Defendants. The Order Appointing Receiver imposed a stay that provides:

IT IS FURTHER ORDERED that, except by leave of Court during the pendency of this Order, all creditors and other persons seeking money, damages, lien enforcement, or other relief from any Receivership Entity, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever (including the continuation of a pending lawsuit), to interfere with the Receiver or to the possession of or management by the Receiver of the Assets or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities.

The purpose of imposing a stay of litigation in a receivership is clear. A receiver must be given a chance to do the important job of marshaling and untangling a company's assets without being forced into court by every investor or claimant. *United States v. Acorn Technology Fund, L.P.*, 429 F.3d 438, 443 (3d Cir. 2005). When a district court creates a receivership, the receiver's focus is "to safeguard the assets, administer the property as suitable, and to assist the district court in achieving a final, equitable distribution of the assets if necessary." *Liberty Capital Group, LLC v. Capwill*, 462 F.3d 543, 551 (6th Cir. 2006); *SEC v. Vescor Capital Corp.*, 599 F.3d 1189 (10th Cir. 2010). The court in *Liberty Capital Group, LLC v. Capwill, supra*, also stated that once assets are placed in receivership, "a district court's equitable purpose demands that the court be able to exercise control over claims brought against those assets. The receivership court has a valid interest in both the value of the claims themselves and the costs of defending any suit as a drain on receivership assets." *Id.* at 551. And, in a case involving a Ponzi scheme, the interests of the receiver are "very broad and include not only protection of the receivership *res*, but also protection of defrauded investors and considerations

of judicial economy.” *SEC v. Universal Financial*, 760 F.2d 1034, 1038 (9th Cir. 1985); *SEC v. Wencke*, 622 F.2d 1363, 1372-3 (9th Cir. 1980).

These cases pinpoint the importance of seeking the Court’s approval before a stay is lifted. Such safeguards of the receivership require serious consideration. DDIA has not filed an application seeking leave of Court to bring an action during the pendency of this receivership. Thus, the filing of any cross-claim by DDIA, absent leave of Court, violates the stay ordered by this Court. For this reason alone, the *Cross-Claim* should be stricken.

In addition, the Order Appointing Receiver prohibits any person from taking action to hinder or obstruct the Receiver in the conduct of his duties as follows:

IT IS FURTHER ORDERED that all persons and entities, their subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, who receive actual notice of this Order, by personal service, electronic communication or otherwise, fully cooperate with and assist the Receiver and that they take no action, directly or indirectly, to hinder or obstruct the Receiver in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Receiver.

Any *Cross Claim* attempt by DDIA against Defendant Parish would require the Receiver to become embroiled in litigation among the Receivership Defendants requiring extensive time, considerable expense, and delayed adjudication of this case, while increasing the amount of financial losses to the victims of the Defendants.

Finally, the Order Appointing Receiver incorporates the requirement that a party seeking modification of the order shall have the burden of proof with respect to any modification of or limitation on the Receiver’s powers, authorities, or duties. DDIA has not properly sought a modification to the Order Appointing Receiver regarding the stay of litigation and has provided no support for any such modification. Instead, DDIA is attempting

to skirt the modification process by ignoring the terms of the Order Appointing Receiver and by asserting the *Cross-Claim* in an indirect attack on the Receivership.

II. PRIVATE CLAIMS SHOULD NOT BE INTERJECTED INTO REGULATORY ENFORCEMENT ACTIONS

While DDIA does not cite any precedent to support its position, there is a line of cases directly on point to support that of the Plaintiff. Courts routinely reject attempts to interpose cross-claims in government enforcement actions. *Federal Trade Commission v. Green Equitable Solutions*, 2023 WL 7107273 (U.S.D.C. C.D. CA 2023). Where suit is brought by the government to enforce the law, public policy militates against allowing the inclusion of private claims and the resulting delay, confusion, and complexity they introduce. *See, infra.*, *SEC v. Everest Management Corp.*, 475 F.2d 1236 (2d Cir. 1972); *SEC v. National Student Marketing Corp.*, 59 F.R.D. 305, 307 (D.D.C. 1973); *SEC v. Trans Jersey Bancorp.*, 1976 WL 855 (D.N.J. 1976); *United States v. American Society of Composers, Authors and Publishers*, 11 F.R.D. 511, 513 (S.D.N.Y. 1951).

A. Differences in legal claims and elements of proof

In *SEC v. Trans Jersey Bancorp.*, *supra*, one set of defendants cross-claimed against another set of defendants to include the SEC, claiming that they were defrauded by the manipulative scheme of the latter set of defendants and seeking injunctive relief, like that sought by the SEC, and \$1,000,000 in monetary damages. The court, citing *SEC v. General Host Corp.*, 60 F.R.D. 640, 642 (S.D.N.Y.1973), *aff'd* 508 F.2d 1332 (2d Cir. 1975) stated:

”There is a strong policy in securities fraud cases of protecting the paramount public interest involved. It is undesirable for SEC actions, whose purpose is to secure prompt injunctive relief in order to protect the public from continuing violations of the securities laws, to be subjected to the delays that are inherent in private actions for damages, even where those private actions parallel the SEC complaints.”

The court went on to note that although there were some common issues of law and fact, the relief sought by the defendants and the SEC was different and the proof necessary to sustain each claim was different. Therefore, the motions to dismiss the cross-claims were granted.

Plaintiff's *Motion to Strike Cross-Claim* asserts that these differences are also obvious in DDIA's *Cross-Claim*. Relying on theories of breach of fiduciary duty, breach of contract, fraud/false representation, and nondisclosure and concealment against Parish, DDIA seeks damages, punitive damages, costs, interest, attorney fees, and other relief. New theories of recovery and private matters are interjected into this *Cross-Claim* that go substantially beyond the claims of Plaintiff or the relief sought in the *Amended Petition*. Whatever the legal rights of DDIA that may exist for recovery against Parish, they do not arise out of violations of the Act that are the subject matter of Plaintiff's *Amended Petition*.

Plaintiff's case is based on the conduct of the Defendants who are alleged to have violated the Act. DDIA does not restrict the liability of Parish to acts that Plaintiff claims were in violation of the Act. Plaintiff's prayer for relief includes permanent injunctions, restitution, disgorgement, and civil penalties. DDIA relies on private theories of recovery. The two forms of relief are very different. Although there may be some facts common to the *Amended Petition* and the *Cross-Claim*, the theories of liability and the necessary proof of the *Cross-Claim* are substantially outside the claims alleged and the remedies sought by Plaintiff. Similarly, in *SEC v. National Student Marketing Corp.*, *supra* at 307, the court found that the cross-claims went well beyond the SEC's allegations by introducing theories of contract, tort and corporate law, and dismissed the cross-claims.

B. Prejudice to the public and depletion of resources

This precise issue was highlighted in *SEC v. General Host Corp.*, *supra*, wherein the SEC sued ten different defendants, charging them with violations of, among other things, the anti-fraud provisions of the Securities Exchange Act of 1934. *Id.* at 640-41. One of the defendants, Seymour Lazar, answered the SEC's complaint with cross-claims against five of his co-defendants. *Id.* at 641. Mr. Lazar, like the Dean Defendants, was alleged to have committed numerous securities violations, including fraud. The court noted that Mr. Lazar, like DDIA, claimed that other defendants misrepresented *to him* material facts or failed to disclose other material facts to him. In denying Lazar's claim, the court stated that the Commission [the SEC] most likely will rely upon alleged misrepresentations perpetrated upon the public investors by all the defendants, including Lazar. Plaintiff has also alleged that the Dean Defendants perpetrated misrepresentations and omissions of material fact on the Premier investors. Like Mr. Lazar, DDIA is attempting to improperly shift the blame to other Defendants through the cross-claim process.

In granting the SEC's motion to dismiss Mr. Lazar's cross-claims, the Court noted that "[a]s a matter of general policy, it is undesirable that SEC actions for injunctive relief, whose sole purpose is the expeditious safeguarding of the public interest, [be] subjected to the delays that are inherent in private litigations, with their different concerns, even where those private actions parallel the SEC complaints." *Id.* at 641-42. In addition, the court stated, "In sum, public policy militates against the assertions of private claims in Government suits since the delay and diversion from the main effort to enforce the laws would be contrary to the public interest." *Id.* at 643.

Furthermore, Plaintiff would be prejudiced by having to litigate its claims concurrently with DDIA's (or any other Defendant's) private disputes, leading to the detriment of the public interest. Courts have recognized the inappropriateness and prejudicial effect of entangling third-party disputes in government law enforcement actions. *See, SEC v. National Student Marketing Corp., supra* at 307. As a result, in enforcement actions such as those brought by the FTC and the SEC, courts have repeatedly rejected efforts by defendants to interpose cross-claims or third-party claims. *See, e.g., FTC v. Adept Mgmt. Inc., 2017 WL 1055959, at *4* (D. Ore. Mar. 20, 2017) ("The FTC rightly contends . . . that the purpose of its statutory enforcement mandate is to vindicate the rights of consumers, and to permit [the defendant] to prosecute his own private claims alongside the FTC action would unnecessarily complicate and delay fulfillment of the agency's role."); *SEC v. Trans Jersey Bancorp., supra* at *1; *SEC v. General Host Corp., supra* at 641-42. Permitting DDIA to piggyback its private disputes onto this regulatory enforcement action would force Plaintiff to reallocate its scarce enforcement resources in a manner inconsistent with its legislatively mandated public protection mission.

Allowing DDIA's *Cross-Claim* will undoubtedly hinder and delay the resolution of this action because the parties and the Court will be forced to devote time and resources to discovery, motion practice, and litigating a host of issues unrelated to the public policy mandates of the Act. Further, DDIA's private *Cross-Claim* has no relevance to the legal issues and causes of action raised in Plaintiff's *Amended Petition*. For example, allowing the *Cross-Claim* will require the parties to devote time and resources in conducting discovery and in litigating irrelevant issues such as whether Parish breached contracts with DDIA and whether Parish breached a fiduciary duty to DDIA.

None of these issues relate to the conduct or claims at issue in Plaintiff's *Amended Petition*—namely, whether the Dean Defendants engaged in violations of the Act. A cursory review of DDIA's *Cross-Claim* shows that the parties will be required to devote significant time and resources to conducting discovery on and litigating issues that are wholly unrelated to the claims and issues asserted in Plaintiff's enforcement case. Independent of the prejudice caused by any delay, Plaintiff would be prejudiced by having to litigate its claims at the same time as DDIA's private claims. Accordingly, the Court should strike the *Cross-Claim*. Doing so will not only avoid unnecessary complications or delays in Plaintiff's case but will also allow Plaintiff and the Defendants to focus their time and resources on activities that will move this action towards final resolution.

Plaintiff is charged by statute with the enforcement of the Act for the benefit of the public, and any unnecessary or potentially prolonged delay imposed by cross-claims would impede the agency's public mission. This is a government enforcement action to remedy the Defendants' deceptive scheme, and the Court should not permit DDIA or any other person to hijack the Plaintiff's case as part of their private grievances against one another.

C. Self interest v. public interest

As with agencies like the Federal Trade Commission, Plaintiff has been "empowered to develop that enforcement policy best calculated to achieve the ends contemplated by Congress [Oklahoma Legislature] and to allocate its available funds and personnel in such a way as to execute its policy efficiently and economically." *Moog Indus. v. FTC*, 355 U.S. 411, 413 (1958). Defendants in government enforcement cases are not permitted to thwart the enforcement priorities by dragging government agencies into private disputes. Inserting claims by private citizens, "whose purpose in the main is self interest, in[to] proceedings instituted by

the Government, is more likely to hinder rather than help in the enforcement of laws.” *SEC v. General Host, supra* at 643.

III. DDIA CAN ASSERT CLAIMS IN THE RECEIVERSHIP CLAIMS PROCESS

At a time designated by the Court in this case, all interested persons, including DDIA, will have an opportunity to submit a claim to the Receiver. Any claim asserted by DDIA will be included in the Receiver’s consideration of the claims of all creditors. DDIA can make its case for recovery against Parish with the Receiver at that time. The Receiver will make recommendations to the Court, and ultimately the Court will approve or disapprove all claims. DDIA may also pursue claims against other participants in the Premier scheme in its own private action.

CONCLUSION

In light of the foregoing, Plaintiff urges the Court to grant the *Motion to Strike Cross-Claim* for the reasons asserted.

Respectfully submitted,


OKLAHOMA DEPARTMENT OF SECURITIES
Melanie Hall, Administrator

By: *Patricia A. Labarthe*
Patricia A. Labarthe, OBA #10391
Shaun Mullins, OBA #16869
Brad Davenport, OBA #18687
Oklahoma Department of Securities
204 North Robinson, Suite400
Oklahoma City, Oklahoma 73102
Telephone (405) 280-7700
Fax (405) 280-7742
Email: plabarthe@securities.ok.gov
smullins@securities.ok.gov
bdavenport@securities.ok.gov
Attorneys for the Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 31st day of April 2024, a true and correct copy of the above and foregoing instrument was delivered via First Class U.S. mail, with postage fully prepaid thereon, to:

<p>Rollin Nash, Jr. Dennis S. Boxeur Bryan C. Dixon NASH COHENOUR & GIESSMAN, P.C. 4101 Perimeter Center Dr., Ste. 200 Oklahoma City, OK 73112 Email: dboxuer@nashfirm.com bdixon@nashfirm.com <i>Attorneys for Defendants Elkins & Assoc., Inc. and Clyde Edward Elkins</i></p>	<p>Justin Williams OVERMAN LEGAL GROUP, P.L.L.C 809 N.W. 36th St. Oklahoma City, OK 73118 <i>Attorney for Defendants Joshua Dane Owen and Premier Marketing Management</i></p>
<p>Hilary Allen SPENCER FANE, LLP 9400 N. Broadway Ext., Ste. 600 Oklahoma City, OK 73114 Email: hallen@spencerfane.com <i>Attorney for Receiver, Eric Johnson</i></p>	<p>Tara A. LaClair Mary H. Tolbert Aimee Majoue STEPTOE & JOHNSON, PLLC 101 N. Robinson Ave., Ste. 500 Oklahoma City, OK 73102 Email: tara.laclair@steptoe-johnson.com molly.tolbert@steptoe-johnson.com aimee.majoue@steptoe-johnson.com <i>Attorneys for Defendants DDI Advisory Group and Richard Dale Dean</i></p>
<p>J. Clay Christensen Jonathon M. Miles Brock Z. Pittman CHRISTENSEN LAW GROUP, P.L.L.C. The Parkway Bldg. 3401 N.W. 63rd St., Ste. 600 Oklahoma City, OK 73116 Email: clay@christensenlawgroup.com jon@christensenlawgroup.com brock@christensenlawgroup.com <i>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, Karen Lynne Freeman and Jay Michael Bogdahn</i></p>	<p>Eric Johnson, Receiver SPENCER FANE, LLP 1000 Walnut, Ste. 1400 Kansas City, MO 64106</p> <p>Shawn D. Twing 5005 Lexington Square Amarillo, TX 79109 Email: shawn@twinglawgroup.com <i>Attorney for interested party, Life Investors Management Company, LLC</i></p>


Patricia A. Labarthe

