



IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

**FILED IN DISTRICT COURT  
OKLAHOMA COUNTY**

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

MAY - 7 2024

**RICK WARREN  
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Case No. CJ-2022-5066  
Judge Don Andrews

**RECEIVER'S JOINDER TO PLAINTIFF'S MOTION TO STRIKE CROSS-CLAIM OF  
DEFENDANT DDI ADVISORY GROUP AND REQUEST TO STAY ANY RESPONSE  
DEADLINES UNTIL SUCH MOTION HAS BEEN RESOLVED**

Eric L. Johnson (the "Receiver") in his capacity as Receiver for Premier Global Corporation, 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, DDI Advisory Group, LLC, Steven J. Parish, and Richard Dale Dean (collectively, the "Receivership Defendants") for his Joinder to Plaintiff's Motion to Strike Cross-Claim of Defendant DDI Advisory Group and Request to Stay Any Response Deadlines Until Such Motion Has Been Resolved (the "Joinder"). In support of the Joinder, Receiver submits the following:

**BACKGROUND**

1. On October 31, 2022, this Court entered an order appointing the Receiver in the present case (the "Preliminary Order") with the "full power of an equity receiver." A final order appointing receiver was entered on November 21, 2021, which incorporated the provisions of the Preliminary Order (the "Final Order", together with the Preliminary Order, the "Receivership");

Order”).

2. The Receivership Order provides, among other things, the following:

**IT IS FURTHER ORDERED that except by leave of Court during the pendency of this Order, all creditors and persons seeking money, damages, lien enforcement, or other relief from any Receivership Entities 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. This Order shall not stay or restrain any pending or future action by any government agency or representative on behalf of any government with respect to any governmental unit's police or regulatory power.**

Preliminary Order at p. 16 (emphasis added).

3. On February 23, 2023, this Court entered a Default Judgment against 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, and Steve Parish.

4. On March 15, 2024, Plaintiff filed its *First Amended Petition for Permanent Injunction and Other Relief* (the “Amended Petition”).

5. Prior to the Amended Petition being filed, on March 7, 2024, the Dean Defendants filed the *Opposed Motion of Defendants Richard Dean and DDIA Advisory Group LLC for Leave to File Amended Answer and Assert Cross-Claims*. While this motion was rendered moot by the Amended Petition and never formally granted by the Court, the Receiver responded to the motion specifically reserving the right to seek dismissal of any cross-claims and stating:

The stay is important because, among other reasons, any and all claims that are to be made against the Receivership Entities, including Defendants Dean and DDIA's claims against Steve Parish, should be made and handled through an orderly claims process and not via piecemeal litigation. The Receiver agrees that Defendants Dean and DDIA are not waiving any right to file claims against Steve Parish in the claims process by not asserting cross-claims in their Answer to ODS' Amended Petition.

*Receiver's Response to Opposed Motion of Defendants Richard Dean and DDIA For Leave to File Amended Answer and Cross-Claims*, March 22, 2024, at p. 2.

6. Nevertheless, on April 4, 2024, defendants Richard Dean and DDI Advisory Group LLC (the "Dean Defendants") proceeded in filing their *Answer of Defendants Richard Dale Dean and DDIA Advisory Group, LLC to Plaintiff's First Amended Petition and Defendant DDI Advisory Group, LLC's Cross-Claim Against Defendant Steve J. Parish*. Defendant DDI Advisory Group LLC ("DDIA") asserts a cross-claim against Steve Parish alleging breach of fiduciary duty, breach of contract, material misrepresentation, and nondisclosure or concealment (the "Cross-Claim"). In the Cross-Claim, DDIA has requested damages in the form of pecuniary losses, attorneys' fees, costs and interest, amongst other harm.

7. Steve Parish's current whereabouts are unknown.<sup>1</sup> There is also no indication that Mr. Parish has been properly served with the Cross-Claim.

**JOINDER TO MOTION TO STRIKE AND REQUEST TO STAY AND/OR EXTEND ANY RESPONSE DEADLINES UNTIL SUCH MOTION HAS BEEN RESOLVED**

8. On April 29, 2024, Plaintiff filed its *Motion to Strike Cross-Claim of Defendant DDI Advisory Group, LLC* (the "Motion to Strike"). Also, on that date, the Receiver sought until May 6, 2024 in which to complete his analysis and formulate a response to the Cross-Claim. The Receiver now respectfully joins in the Motion to Strike for the reasons set forth in the motion.

9. In addition, unlike compulsory counterclaims, cross-claims are permissive in nature. *See* 12 Okl.St. Ann. § 2013; *Roach v. Atlas Life Ins. Co.*, 769 P.2d 158, 163 (Okla. 1989)(interpreting predecessor statute and finding that "[t]he Legislature's use of the term "may" indicates that the decision to assert a cross-claim is permissive in nature."). Accordingly, DDIA was not required to assert the Cross-Claim in response to the Amended Petition thereby violating

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<sup>1</sup> Further, both the residences where Mr. Parish was known to reside have been liquidated.

the stay set forth in the Receivership Order.

10. Further, DDIA is no longer operating, and its assets make up the assets of the DDIA Receivership Estate.<sup>2</sup> Similarly, the current whereabouts of Steve Parish are unknown and his assets make up his receivership estate. Thus, it could be surmised that the Cross-Claim is merely a litigation tactic made in order to generate a conflict between the various receivership estates.

11. Of course, any purported conflict would be premature. If DDIA is found culpable for the underlying action in the Amended Petition, it would be difficult to perceive a scenario where it would make sense for it to maintain claims against the Parish estate. For example, any distributions to the DDIA estate, would then presumably be distributed to the same ultimate parties as the Steve Parish estate through a claim resolution process. In other words, the Cross-Claim is premature at best. This is why the stay imposed by the Receivership Order is so vital because it prevents such piecemeal and unnecessary claims from being asserted.

12. By this Joinder, the Receiver also requests that any deadlines to further respond to the Cross-Claim be stayed and/or extended until after the Motion to Strike has been ruled upon by the Court. If the Motion to Strike is granted no further responsive pleading will be necessary.

WHEREFORE, the Receiver (a) joins the Plaintiff for the reasons set forth in the Motion to Strike and requests that the Court strike the Cross-Claim; (b) requests that any deadlines to further respond to the Cross-Claim be stayed and/or extended until after the Motion to Strike has been ruled upon by the Court and (c) requests such other and further relief as the Court deems just and proper.

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<sup>2</sup> Indeed, there is a question whether DDIA actually has the authority or standing to bring such claims. Accordingly, the Receiver reserves all rights to raise issues of standing and authority to file any lawsuits or claims.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

I hereby certify that on May 6, 2024, a true and correct copy of the above and foregoing was sent electronically to all parties requesting electronic notice and mailed to the parties who have mailing addresses and have entered an appearance.

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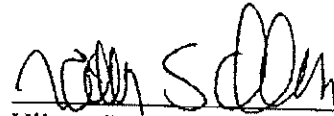
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