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8 **EIGHTH JUDICIAL DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 ERIC L. JOHNSON, in his capacity as
11 Receiver for the District Court of Oklahoma
12 County, State of Oklahoma,
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14 Plaintiff,
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16 vs.
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18 PREMIER GLOBAL CORPORATION, et al,
19
20 Defendants.

CASE NO.: A-22-861450-B
DEPT. NO.: 27

18 **ORDER FOR APPOINTMENT OF RECEIVER**

19 On November 15, 2022 (the "Application Date"), Plaintiff Eric L. Johnson, in his
20 capacity as a Receiver for the District Court of Oklahoma County, State of Oklahoma ("Plaintiff"),
21 filed an *Emergency Ex Parte Application for Appointment of Receiver* (the "*Application for*
22 *Receiver*"), pursuant to NRS 32.355 and rules of comity.

23 After reviewing the *Application for Receiver*, the *Verified Petition* in this matter,
24 supporting exhibits, the *Oklahoma Receivership Order*,¹ and for good cause shown, the Court
25 finds that it has jurisdiction over the parties, the subject matter, and the Nevada Receivership

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27 ¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the
28 *Oklahoma Receivership Order* and the Application.

1 Property (as defined in the *Application for Receiver*); the legal prerequisites for the appointment of
2 a receiver have been met; and that equity will be served by the appointment of a receiver. The
3 Court further finds that Eric L. Johnson is qualified to serve as a receiver.

4 Therefore, it is hereby ORDERED that Eric L. Johnson be, and hereby is, appointed the
5 receiver (“Receiver”) of the Nevada Receivership Property. Receiver shall take such action as is
6 in the best interests of Plaintiff and other creditors and parties in interest with respect to the
7 Nevada Receivership Property, consistent with the *Oklahoma Receivership Order*. In addition, and
8 with respect to taking over the Nevada Receivership Property:

9 **A. Nevada Receivership Order.**

10 1. All terms, provisions and agreements set forth in the *Oklahoma Receivership*
11 *Order*, attached hereto as **Exhibit A**, are hereby incorporated herein by reference with the same
12 force and effect as though fully set forth herein and are hereby recognized, approved, and, to the
13 extent necessary, ratified.

14 2. All parties, including Defendants, the Receiver, and any other party in interest shall
15 take all such actions as may be necessary to effectuate the terms, provisions and agreements set
16 forth in the *Oklahoma Receivership Order*.

17 3. Pursuant to the Oklahoma Receivership Order, the following entities are designated
18 as “Receivership Entities”: Premier Global Corporation, Premier Factoring, LLC, PF-2, LLC, PF-
19 3, LLC, PF-4, LLC, PF-5, LLC, PF-6, LLC, PF-7, LLC, DDI Advisory Group, LLC, Steve
20 Jonathan Parish, and Richard Dale Dean (together the “Receivership Defendants”), as well as “any
21 other entity that has conducted any business related to the Receivership Defendants’ businesses . .
22 . that the Receiver determines is controlled or owned by any Receivership Defendant.” Oklahoma
23 Receivership Order at 3. For the reasons set forth in the Application for Receiver, pursuant to
24 Oklahoma Receivership Order, and based upon the Verified Petition, the Receiver has determined
25 that Premier Factoring Group, LLC, and KCI Business Services, LLC are Receivership Entities,
26 such that they and their assets are subject to the Oklahoma Receivership Order and this Order.

27 4. To the extent there is a conflict between the terms, provisions, and agreements set
28 forth in the *Oklahoma Receivership Order* and this Order, further orders of this Court, or any other

1 applicable law, the *Oklahoma Receivership Order* controls to the extent such conflict is not
2 manifestly unjust, manifestly inequitable, or offensive to the laws and public policy of Nevada. To
3 that end, certain persons and entities are stayed from taking certain actions:

4 IT IS FURTHER ORDERED that all persons and entities, their
5 subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys,
6 and all persons acting on their behalf, under their direction and control, and/or in
7 active concert or participation with them, and further including any banks or
8 financial institutions, wherever chartered or located who receive actual notice of
9 this Order, by personal service, electronic communication or otherwise, shall
10 promptly deliver and surrender to the Receiver:

- 11 1. all Assets in the possession of or under the control of any one or
12 more of them;
- 13 2. all books and records of any kind that relate to the Assets; and
- 14 3. all items and information necessary to access the Assets and books
15 and records including, but not limited to, addresses, keys, vehicle
16 identification numbers, passwords, and security codes.

17 IT IS FURTHER ORDERED that Lawyers Title of Nevada be allowed to
18 complete the closing of the sale of the real property located at 4575 Dean Martin
19 Drive, #2400, Las Vegas, Nevada 89103 and to remit the net proceeds of the sale
20 directly to an account designated by the Receiver.

21 IT IS FURTHER ORDERED that all persons and entities, their
22 subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys,
23 and all persons acting on their behalf, under their direction and control, and/or in
24 active concert or participation with them, and further including any banks or
25 financial institutions, wherever chartered or located, who receive actual notice of
26 this Order, by personal service, electronic communication or otherwise, fully
27 cooperate with and assist the Receiver and that they take no action, directly or
28 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.

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. This

1 Order shall not stay or restrain any pending or future action whatsoever by any
2 government agency or any representative on behalf of any government with
respect to such governmental unit's police or regulatory power.

3 IT IS FURTHER ORDERED that no bank, savings and loan association,
4 other financial institution, or any other person or entity shall exercise any form of
5 set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to
6 transfer any funds or assets to the Receiver's control without permission of this
Court upon notice and a hearing initiated by such entity.

7 IT IS FURTHER ORDERED that a public utility providing service to
8 property included in or under the control of the Receivership Estate may not alter,
9 refuse, or discontinue service to such property without first giving the Receiver
10 fourteen (14) days' notice, or such other notice as may be required by the rules of
11 the public service commission for a customer of that class, of any default or
12 intention to alter, refuse, or discontinue service to the property. Nothing in this
Order prohibits the Court, upon motion by the Receiver, to prohibit the alteration
or cessation of utility service if the Receiver can furnish adequate assurance of
payment in the form of deposit or other security for service to be provided after
entry of this Order.

13 Such provisions are equally enforceable under this Order.

14 **B. Notice and Foreign Orders.**

15 5. Notice. Except as provided herein, whenever notice is not specifically required to
16 be given under the *Oklahoma Receivership Order* or otherwise by court rule or applicable law, the
17 Court may consider motions and grant or deny relief without notice or hearing, unless a party or
18 party in interest would be prejudiced or harmed by the relief requested.

19 6. Foreign Orders. The Receiver shall file copies of orders relating to the Nevada
20 Receivership Property entered in the Oklahoma Action, pending in the District Court of Oklahoma
21 County, Oklahoma, in this case within seven (7) days of entry in the Oklahoma Action (the
22 "Foreign Orders"). The Foreign Orders shall be entitled to full faith and credit in this Court
23 pursuant to Article IV, Section 1 of the United States Constitution. Seven (7) days after the filing
24 of a Foreign Order in this Court, the Foreign Order shall be given the same force and effect as
25 though this Court approved and entered the Foreign Order, provided (i) no party or party in
26 interest files an objection to the full faith and credit of the Foreign Order in this Court; and (ii) the
27 Court does not find the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive
28 to the laws and public policy of Nevada. Objections to the full faith and credit of a Foreign Order

1 shall be limited to the grounds that the particular Foreign Order is manifestly unjust, manifestly
2 inequitable, or offensive to the laws and public policy of Nevada. If a party or party in interest
3 files an objection to the full faith and credit of the Foreign Order in this Court or the Court finds
4 the Foreign Order to be manifestly unjust, manifestly inequitable, or offensive to the laws and
5 public policy of Nevada, the Court shall set a status hearing on the same as soon as the Court's
6 schedule allows.

7 **C. Modification and Further Hearing**

8 7. The Court may amend or modify this Order as the Court deems appropriate. During
9 the pendency of this action the Receiver shall have the right to apply to this Court for further
10 instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or
11 any other party in interest, during the pendency of this action, seeking modification of this Order
12 including, without limitation, the shortening or expanding any of the time frames specified herein
13 or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set
14 forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent
15 that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff,
16 Receivership Entities, and the Receiver. The Party seeking modification shall have the burden of
17 proof with respect to the same.

18 8. A certified copy of this Order shall be proof of the Receiver's authority hereunder.

19 9. IT IS FURTHER ORDERED that a hearing is hereby set at 9 00 a.m. on the
20 28th day of December, 2022, before the Honorable Nancy Ailf of the 8th Judicial
21 District Court, Clark County Courthouse, Las Vegas, Nevada at which time any Receivership

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1 Entity may seek the dissolution of this *Order Appointing Receiver* as to such Receivership Entity.

2 This Order will remain in effect until modified by further order of this Court.

3 IT IS SO ORDERED.

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Dated this 21st day of November, 2022

Nancy L Alf
District Court Judge MA

Respectfully Submitted:

SPENCER FANE LLP

959 9F0 F2AA 7671
Nancy Alf
District Court Judge

/s/ Vincent Aiello
Vincent J. Aiello, Esq. (Bar No. 7970)
Linda K. Williams, Esq. (Bar No. 12135)
300 S. Fourth Street, Suite 950
Las Vegas, Nevada 89101
Attorneys for Plaintiff

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EXHIBIT A
[Oklahoma Receivership Order]

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

Oklahoma Department of Securities)
ex rel. Melanie Hall, Administrator,)

Plaintiff,)

v.)

Premier Global Corporation, a Kansas corporation,)
formerly known as Premier Construction Services,)
Inc., and doing business as Premier Construction)
Billing;)

Premier Factoring, LLC, a Kansas limited)
liability company;)

PF-2, LLC, a Kansas limited liability company;)

PF-3, LLC, a Kansas limited liability company;)

PF-4, LLC, a Kansas limited liability company;)

PF-5, LLC, a Kansas limited liability company;)

PF-6, LLC, a Kansas limited liability company;)

PF-7, LLC, a Kansas limited liability company;)

DDI Advisory Group, LLC, a Kansas limited)
liability company;)

Steve Jonathan Parish, an individual;)

Richard Dale Dean, an individual;)

Premier Marketing Management,)
a Kansas corporation;)

Joshua Dane Owen, an individual;)

J&H Holdings, LLC, a cancelled Oklahoma)
limited liability company;)

Kyle Blackburn, an individual;)

Mitzimack, Inc., an Oklahoma corporation;)

Erika Greggs, an individual;)

Elkins & Associates Inc., an Oklahoma corporation)

Clyde Edward Elkins, an individual;)

James Scott Stanley, an individual;)

Edmond Brokerage, Inc. an Oklahoma corporation)

Brent Lee Worley, an individual;)

Byron Kent Freeman, an individual;)

Karen Lynne Freeman, an individual; and)

Jay Michael Bogdahn, an individual,)

Defendants.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT 31 2022

RICK WARREN
COURT CLERK

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Case No. CJ-2022-5066
Judge Don Andrews

ORDER APPOINTING RECEIVER

On this 31st day of October 2022, this matter came before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, upon Plaintiff's *Emergency Application for Order Appointing Receiver* ("Receivership Application"), filed pursuant to Section 1-603 of the Oklahoma Uniform Securities Act of 2004 ("Act"), Okla. Stat. tit. 71, §§ 1-101 through 1-701 (2022).

On October 14, 2022, the Court entered an order freezing the assets of certain Defendants identified in the order as the Premier Defendants (the "Asset Freeze Order"). The frozen assets include, but are not limited to, funds and securities located in any bank or other deposit or financial institution or securities brokerage firm, and properties, real and personal, tangible and intangible, of whatever kind and description, and wherever situated, held by or under the direct or indirect control of the Premier Defendants, whether held in the name of the Premier Defendants or for the direct or indirect beneficial interest of any Premier Defendant, in whatever form such assets may presently exist (the "Assets").

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, and that Lawyers Title of Nevada, Inc., be allowed to close the pending sale of the real property at 4575 Dean Martin Drive #2400, Las Vegas, Nevada 89103.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Eric L. Johnson be appointed as Receiver for the Receivership Defendants and Receivership Entities (“Receiver”) with the full power of an equity receiver. For purposes of this Order, “Receivership Entities” means (1) the Receivership Defendants and (2) any other entity that has conducted any business related to the Receivership Defendants’ businesses including receipt of Assets derived from any activity that is the subject of the Plaintiff’s *Petition for Permanent Injunction and Other Relief* (“Petition”) filed in this matter on October 13, 2022, and that the Receiver determines is controlled or owned by any Receivership Defendant. The Receiver is given directions and authority to accomplish the following with regard to the Receivership Entities:

1. to take exclusive and immediate custody, possession and control of any and all Assets, as well as any records or documents relating in any way to the Assets, wherever situated;
2. to assume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, manager, managing member, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in, the affairs of the Receivership Entity;

3. to manage the business activities of the Receivership Entities, their affiliates, subsidiaries, and any related entities subject to the provisions set forth herein related to the suspension of business activities;

4. to suspend business operations of the Receivership Entities if in the judgment of the Receiver such operations cannot be reasonably continued legally and profitably;

5. to conserve, hold and protect the Assets, pending further action by this Court. The Receiver shall assume control over the income and profits therefrom and all sums of money now or hereafter due or owing to the Receivership Entities. The Receiver shall have full power to sue for, collect, and receive, all Assets of the Receivership Entities and of other persons or entities whose interests are now under the Receivership Estate;

6. to use, sell, or lease property other than in the ordinary course of business pursuant to the provisions of this Order or subsequent orders of this Court, and to execute in a Receivership Entity's stead such documents, conveyances, and Debtor consents as may be required in connection therewith;

7. to obtain, conserve, hold, manage, and prevent the loss of all electronic stored information ("ESI"), business records, and other documents of the Receivership Entities (the "Documents"), and perform all acts necessary or advisable to preserve such Documents; provided, all such forgoing acts are subject to the resources and funding available to the Receiver and/or any limitation thereof. The Receiver shall: divert mail; preserve all Documents of the Receivership Entities that are accessible via electronic means (such as online access to financial accounts and access to electronic

documents held onsite or by Electronic Data Hosts) by changing usernames, passwords or other log-in credentials; take possession of all electronic documents of the Receivership Entities stored onsite or remotely; take whatever steps necessary to preserve all such documents;

8. to retain or dismiss any employee or independent contractor of the Receivership Entities as may be advisable or necessary, including any individual Receivership Defendant, from control of, management of, or participation in the affairs of, or from the premises of each Receivership Entity;

9. to receive and collect any and all sums of money due or owing to the Receivership Entities whether the same are due or shall hereinafter become due and payable; and to make such payments and disbursements as may be necessary and advisable for the preservation of the Assets and as may be necessary and advisable in discharging his duties as Receiver;

10. to enter into and cancel contracts and purchase insurance as advisable or necessary;

11. entering into, modifying, or canceling contracts affecting any part or all of the Receivership Estate, including, without limitation, employment contracts, independent contractor agreements, leases, service agreements, and insurance contracts, as advisable or necessary;

12. to take all steps necessary to secure and take exclusive custody of each location from which the Receivership Entities operate their businesses. Such steps may include, but are not limited to, any of the following, as the Receiver deems necessary or advisable: (1) securing the location by changing the locks and alarm codes and

disconnecting any internet access or other means of access to the computers, servers, internal networks, or other records maintained at that location; and (2) requiring any persons present at the location to leave the premises, to provide the Receiver with proof of identification, and/or to demonstrate to the satisfaction of the Receiver that such persons are not removing from the premises documents or Assets of the Receivership Entities. Law enforcement personnel, including, but not limited to, police or sheriffs, may assist the Receiver in implementing these provisions in order to keep the peace and maintain security;

13. to apply for, obtain, and pay any reasonable fees for lawful license, permit or other governmental approval relating to the Receivership Entities and the Receivership Estate;

14. to confirm the existence of and, to the extent permitted by law, to exercise the privileges of any existing license or permit; and doing all things necessary to protect and maintain such licenses, permits and approvals, subject to the further provisions of this Order;

15. to take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Receivership Entities, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Receivership Defendants and their representatives;

16. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to exercise the duties of the Receiver. The Receiver may immediately retain or employ such persons, and compensate such

persons, all subject to application to and approval by the Court as set forth in this Order; provided, however, Receiver's retention of the law firm, Spencer Fane LLP, is hereby approved by the Court and no further employment application is required;

17. to take custody of and to open and inspect any and all mail, electronic mail or deliveries addressed to any Receivership Entity to determine if same relate to the existence, location, identity, collection, preservation, maintenance or operation of the Assets, and to notify the United States Postal Service to effect the forward delivery of any mail addressed to any Receivership Entity to a mail depository under the control of the Receiver;

18. to open one or more bank accounts at designated depositories for funds of the Receivership Entities. The Receiver shall deposit all funds of the Receivership Entities in such designated accounts and shall make all payments and disbursements from the Receivership Estate from such accounts;

19. to maintain accurate records of all receipts and expenditures incurred as Receiver;

20. 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 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 and Receivership Estate;

21. to issue subpoenas to obtain Documents and other records pertaining to the Receivership Entities, and conduct discovery in this action on behalf of the Receivership Estate;

22. to cooperate with reasonable requests for information or assistance from any state or federal civil or criminal law enforcement agency;

23. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants' representatives and Defendants themselves, reasonable access to the premises of the Receivership Entities, or any other premises where the Receivership Entities conduct business. The purpose of this access shall be to inspect and copy any and all books, records, documents, accounts, and other property owned by, or in the possession of, the Receivership Entities or their agents. The Receiver shall have the discretion to determine the time, manner, and reasonable conditions of such access. Plaintiff's or Defendants' access to the Receivership Entities' documents pursuant to this Section shall not provide grounds for any party to object to any subsequent request for documents;

24. to allow the Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives reasonable access to all non-privileged documents in the possession custody, or control of the Receivership Entities;

25. to waive or assert on behalf of the Receivership Entities the attorney client privilege or any other applicable privilege;

26. to initiate or commence a proceeding under title 11 of the United States Code including the filing of any bankruptcy petitions for any of the Receivership Entities in order to protect and preserve the assets, and pursue any claims and causes of action, of any of the Receivership Entities and to act as management and Debtor in Possession of any of the Receivership Entities so filed by the Receiver, and to appear and be heard in any bankruptcy proceeding of any of the Receivership Defendants not filed by the Receiver;

27. to initiate or commence an ancillary receivership if the Receiver in his business judgment deems such ancillary proceeding necessary and appropriate to effectively carry out the provisions of this Order;

28. to serve as necessary and appropriate as Receiver in any ancillary receivership ordered by a court of any other jurisdiction or as trustee in any bankruptcy proceeding relating to any Receivership Defendant;

29. to use Receivership Entities' tax identification numbers and any other similar numbers used by Receivership Entities with the state, local, and federal taxing authorities for the preservation, protection, maintenance, operation, management, and control of the Assets and Receivership Entities;

30. to (1) execute and file any required federal, state, and local tax return on behalf of the non-individual Receivership Entities; and (2) to take all necessary and prudent steps to terminate any 401(k) plan held by the non-individual Receivership Entities. The Receivership Estate shall bear the expense for the preparation and filing of all required documents including, with limitation, tax returns, for the Receivership

Estate to maintain compliance with all applicable deadlines and avoid liens, interest, and penalties from being established against the assets of the Receivership Estate;

31. to prepare reports regarding the administration and/or finances of the Receivership Estate when so requested by Plaintiff or when otherwise ordered by this Court; and

32. to exercise all those powers necessary to implement or incidental to the specific powers, directions, and general authorizations set out in this Order, other orders and directives of this Court and/or any other applicable law, and further may take actions relating to the Receivership Entities and the Receivership Estate beyond the scope contemplated by the provisions set forth in this Order; provided, however, that the Receiver must obtain prior approval from this Court for any actions beyond scope contemplated herein unless such action is on an emergency basis and is necessary to prevent the irreparable harm to the Assets and Receivership Estate.

IT IS FURTHER ORDERED that the Receiver shall be empowered to serve as the sole and exclusive “Manager”, “Managing Member”, and “Representative” (or corporate equivalent of such roles) of each of the Receivership Entities and the Receivership Estate, and shall be authorized to take any action necessary to perform its duties in such roles including, without limitation, executing any required titles, bills of sale, or similar documents.

IT IS FURTHER ORDERED that the Receiver shall have no duty to remediate any environmental issue with respect to any real property that is part of or under control of the Receivership Estate and shall be held harmless by the Receivership Entities with respect to such issues.

IT IS FURTHER ORDERED that if the Receiver identifies a nonparty entity as a Receivership Entity, the Receiver will promptly notify the entity as well as the parties and inform the entity that it can challenge the Receiver's determination by filing a motion with the Court. Provided, however, that the Receiver may delay providing such notice until the Receiver has established control of the nonparty entity and its assets and records, if the Receiver determines that notice to the entity or the parties before the Receiver establishes control over the entity may result in the destruction of records, dissipation of assets, or any other obstruction of the Receiver's control of the entity.

IT IS FURTHER ORDERED that this Receivership Order shall not apply to, and shall in no way affect, those specific financial institution accounts created pursuant to any "Transferee Agreement" as described in the Petition filed in this matter on October 13, 2022.

IT IS FURTHER ORDERED that the Receiver is hereby authorized, without breaching the peace, to enter and secure any premises, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Assets or to carry out the terms of this Order and to seek the Assets through any appropriate judicial process.

IT IS FURTHER ORDERED that, subject to the compensation procedures set forth herein, the Receiver and his professionals may apply to this Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement of reasonable expenses incurred in connection with his duties as Receiver. The Receiver's hourly fee shall be billed at the rate of \$500 per hour, which rate shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. Spencer Fane LLP's rates shall be billed at their usual and customary

rates; provided however, there will be a rate cap of \$500, which cap shall be subject to an automatic five percent (5%) increase on January 1, 2024 and every twelve months thereafter. The fees and expenses of the Receiver and the Receiver's retained professionals shall have priority over any other claims made against the Receivership Defendants. The Receiver shall not be required to post a bond. The Oklahoma Department of Securities shall have the authority to seek removal of the Receiver for cause and upon approval of this Court.

IT IS FURTHER ORDERED that the following compensation procedures shall be utilized for the payment of Receiver's fees and expenses, and the fees and expenses to persons whose employment is or has been approved by this Court (individually, an "Applicant," collectively "Applicants"):

1. Applicants may provide monthly fee and expense statements, subject to necessary redaction for information covered by attorney client, work product, or other applicable privilege, to the Plaintiff and other parties to this action (the "Reviewing Parties");
2. If none of the Reviewing Parties object in writing within 10 days of service of the statements, the Applicant's fees and expenses are authorized be paid on a monthly basis on the following terms:
 - a. 100% percent of an Applicant's fees are authorized to be paid on a monthly basis and, subject to the 20% Holdback (as defined below), the Applicant may apply said amount to outstanding invoices for services; provided however, that such Applicant shall retain 20% of said monthly fee in an attorney's trust account (the "20% Holdback") pending further order of this Court.

- b. In the event an Applicant is not an attorney or does not otherwise have an attorney trust account (a "Non-attorney Applicant"): (i) the Receiver is authorized to pay 80% percent of the Non-attorney Applicant's fees for services rendered to the Receiver; (ii) Such Non-attorney Applicant may apply said amount to outstanding invoices for services; and (iii) Receiver shall establish a segregated account and pay the remaining 20% Holdback otherwise payable to the Non-attorney Applicant into the segregated account pending further order of this Court.
- c. In the event there is an objection to a monthly fee or expense statement, the Receiver is authorized pursuant to the procedures set forth herein to pay the non-objectable fees or expenses. Objections to fees shall be particular to the time entry or entries for which an objection is made, and for each, the basis for the objection. General objections to fees shall not prevent the payment under the compensation terms set forth herein, and may be raised, if and as appropriate, in response to an application for approval of fees and expenses.
- d. Applicants' expenses shall be reimbursed in full on a monthly basis, subject to disgorgement if disallowed at the time an Applicant's periodic fee application is made herein.
- e. Applicants shall file periodic fee applications at approximately 120-day intervals with the first such periodic fee application due on February 15, 2024 and every 120 days thereafter unless modified by Court Order. Upon approval of the periodic fee application, Applicants may receive and then

apply the 20% Holdback to outstanding invoices for post-petition services rendered to the Receiver.

- f. Failure to timely object to a monthly fee or expense statement does not waive any objection to a periodic fee application. Each Applicant, by accepting payment hereunder, acknowledges that any order authorizing payment of fees and reimbursement of expenses under the conditions set out herein or any others imposed by this Court, shall not constitute a waiver by the Plaintiff, or any other party in interest of any right to comment or to make objection to any fees or expenses for which Court approval is sought by Applicant.
- g. Notwithstanding the procedures set forth herein, the Receiver is authorized, *but not directed*, to pay fees and expenses, if, in his judgment and taking into account the need to maintain adequate and necessary reserves, he determines there are insufficient funds to immediately pay an Applicant's fees and expenses.
- h. The costs of those person(s) or firm(s) retained by the Receiver that are necessary to collect, manage, maintain, improve, process, sell, or lease real or personal property including, without limitation, sale/leasing agents or brokers, property managers, security firms, computer consultants, and maintenance firms, shall not be subject to these compensation procedures and the fees and expenses of such person(s) or firm(s) shall be paid out of the Receivership Estate pursuant to any agreement or contract with such entity so long as the fees charged for such services are usual and customary.

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, shall promptly deliver and surrender to the Receiver:

1. all Assets in the possession of or under the control of any one or more of them;
2. all books and records of any kind that relate to the Assets; and
3. all items and information necessary to access the Assets and books and records including, but not limited to, addresses, keys, vehicle identification numbers, passwords, and security codes.

IT IS FURTHER ORDERED that Lawyers Title of Nevada be allowed to complete the closing of the sale of the real property located at 4575 Dean Martin Drive, #2400, Las Vegas, Nevada 89103 and to remit the net proceeds of the sale directly to the Bank of America account ending in ##### 7271.

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.

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. This Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government with respect to such governmental unit's police or regulatory power.

IT IS FURTHER ORDERED that no bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without permission of this Court upon notice and a hearing initiated by such entity.

IT IS FURTHER ORDERED that a public utility providing service to property included in or under the control of the Receivership Estate may not alter, refuse, or discontinue service to such property without first giving the Receiver fourteen (14) days' notice, or such other notice as may be required by the rules of the public service commission for a customer of that class, of any default or intention to alter, refuse, or discontinue service to the property. Nothing in this Order prohibits the Court, upon motion by the Receiver, to prohibit the alteration or cessation of utility service if the Receiver can furnish adequate assurance of

payment in the form of deposit or other security for service to be provided after entry of this Order.

IT IS FURTHER ORDERED that the Receivership Defendants and Receiver allow representatives of the Oklahoma Department of Securities access to any and all non-privileged documents relating to the offers and sales of the Promissory Notes and Transferee Agreements described in the Petition and/or evidence of the offers and sales of any other securities by the Receivership Defendants, their subsidiaries, officers, directors, agents, servants, employees, assigns, attorneys and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, including, but not limited to, books, records, tapes, discs, accounting data, checks, correspondence, forms, advertisements, brochures, manuals, electronically stored data, bank records, customer and investor lists, customer and investor files, telephone records, ledgers, payroll records, and any such information stored in computer maintained form.

IT IS FURTHER ORDERED that the Receiver shall solely be the agent of the Court in acting as receiver under this Order and no person or entity shall file suit against the Receiver, or take other action against the Receiver, without an order of this Court permitting the suit or action; provided, however, that no prior court order is required to file a motion in this action to enforce the provisions of this Order or any other order of this Court in this action. The Receiver, the Receiver's professionals and their agents (i) may rely on any and all outstanding court orders, judgments, decrees, and rules of law, and shall not be liable to anyone for their own good faith compliance with any such order, judgment, decree, or rule of law; (ii) may rely on, and shall be protected in any action upon, any resolution, certificate, statement, opinion, report, notice, consent, or other documents believed by them to be genuine and to have been

signed or presented by the proper parties; (iii) shall have judicial immunity and shall not be liable to anyone for their good faith compliance with their duties and responsibilities as a Receiver, or employees, agents, and professionals for the Receiver; (iv) shall not be liable to anyone for their acts or omissions, unless such acts or omissions were outside the scope of their duties or were grossly negligent or constitute malfeasance. Except for acts or omissions that were outside the scope of the duties of the Receiver, the Receiver's attorneys, or their agents, or that were grossly negligent or constitute malfeasance, persons dealing with the Receiver shall only look to the receivership assets to satisfy any liability, and neither the Receiver nor his professional or his agents shall have any personal liability to satisfy such obligations. This Court shall have exclusive jurisdiction over any claims against the Receiver for any act or conduct performed in connection with the Receiver's appointment.

IT IS FURTHER ORDERED the Receiver, and the Receiver's employees, agents, and professionals shall have no personal liability, and they shall have no claim asserted against them relating to the Receiver's duties under this Order, without prior authority from this Court as stated in the previous paragraph above. The Receiver, and his employees, agents, and all professionals and management companies retained by the Receiver shall not be liable for any obligation of Receivership Entities that arose prior to the entry of this Order (or upon being designated a Receivership Entity) including, without limitation, any contingent or unliquidated obligations, taxes of any kind, assessments, utility charges, or goods or services provided to the Receivership Entity, nor shall the Receiver be obligated to advance any funds to pay any expense of maintenance or other liability of the Receivership Entities.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and Receivership Defendants for all purposes; provided, however, that nothing in this Order is

intended to nor shall it be deemed to encroach or impair the jurisdiction of a court of competent jurisdiction to administer any ancillary proceedings initiated by the Plaintiff or the Receiver in furtherance of the Receiver's duties under this Order.

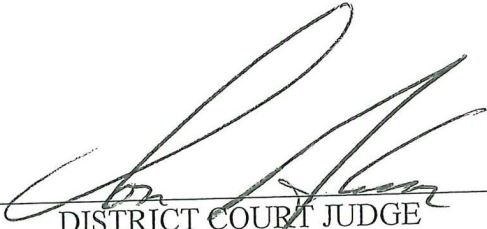
IT IS FURTHER ORDERED the Court may amend or modify this Order as the Court deems appropriate. During the pendency of this action the Receiver shall have the right to apply to this Court for further instructions or directions. Further, this Order is without prejudice to (a) Plaintiff, the Receiver or any other party in interest, during the pendency of this action, seeking modification of this Order including, without limitation, the shortening or expanding any of the time frames specified herein or the expansion, modification, or limitation of the Receiver's powers, authorities and duties as set forth in this Order or by applicable law; or (b) any party opposing such modification. To the extent that a party seeks to modify this Order, such party must provide reasonable notice to Plaintiff, Receivership Defendants, and the Receiver. The Party seeking modification shall have the burden of proof with respect to the same.

IT IS FURTHER ORDERED that a certified copy of this Order shall be proof of the Receiver's authority hereunder.

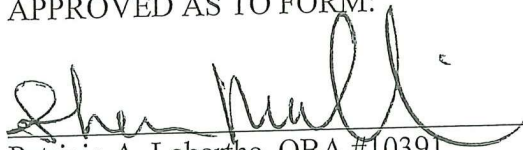
IT IS FURTHER ORDERED that a hearing is hereby set at 1:30 p.m. on the 16th day of November, 2022, before the Honorable Don Andrews of the Oklahoma County District Court, Oklahoma County Courthouse, Oklahoma City, Oklahoma, at which time any Receivership Defendant may seek the dissolution of this Order Appointing Receiver as to such Receivership Defendant. This Order will remain in effect until modified by further order of this Court.

THIS ORDER IS ENTERED this 31st day of October,

2022, at 11:25, A.m.


DISTRICT COURT JUDGE

APPROVED AS TO FORM:



Patricia A. Labarthe, OBA #10391
Shaun M. Mullins, OBA #16869
Oklahoma Department of Securities
204 North Robinson, Suite 400
Oklahoma City, Oklahoma 73102
Telephone (405) 280-7700
Facsimile (405) 280-7742
plabarthe@securities.ok.gov
smullins@securities.ok.gov
Attorneys for Plaintiff

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

OCT 31 2022

RICK WARREN COURT CLERK
Oklahoma County


CERTIFICATE OF MAILING

The undersigned certifies that on the 31st day of October, 2022, a true and correct copy of the foregoing was mailed by first class mail, with postage prepaid thereon, to the following:

Premier Global Corporation
Steve Parish, Registered Agent
620 South Mulberry Road
Derby, KS 67037

Premier Factoring, LLC; PF-2, LLC; PF-3, LLC; PF-4, LLC; PF-5, LLC; PF-6, LLC
Jeffrey Frazee, Registered Agent
330 East Madison Ave., Suite 201
Derby, KS 67037

PF-7, LLC
Jeffrey Frazee, Registered Agent
620 South Mulberry Road
Derby, KS 67037

DDI Advisory Group, LLC
Dawn Byers, Registered Agent
3867 North Lily Circle
Maize, KS 67101

Steve Jonathan Parish
1016 Summerchase Cir.
Derby, KS 67037

Richard Dale Dean
4518 Wyvones Way
Plano, TX 75024

Premier Marketing Management and Joshua Dane Owen
c/o Justin Williams
Overman Legal Group
809 NW 36th Street
Oklahoma City, OK 73118

J&H Holdings, LLC; Kyle Blackburn; Mitzimack, Inc.; Erica Greggs; James Scott Stanley;
Edmond Brokerage, Inc.; Brent Lee Worley; Byron Kent Freeman; and Karen Lynne
Freeman

c/o Jeanette Timmons
Conner & Winters, LLP
1700 One Leadership Square
211 N. Robinson
Oklahoma City, OK 73102

Elkins & Associates
Eddie Elkins, Registered Agent
6400 N. Santa Fe, Suite A
Oklahoma City, OK 73116

Clyde Edward Elkins
3820 Spyglass Rd.
Oklahoma City, OK 73120

Jay Michael Bogdahn
191409 E. County Road 44
Fargo, OK 73840

Shelby Statham

Paralegal

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Eric Johnson, Plaintiff(s)

CASE NO: A-22-861450-B

7 vs.

DEPT. NO. Department 27

8 Premier Global Corporation,
9 Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/21/2022

15 Vincent Aiello vaiello@spencerfane.com

16 Vincent Aiello vaiello@spencerfane.com

17 Jodi Peretz jperetz@spencerfane.com

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