

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

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

JUL 22 2009

PATRICIA PRESLEY, COURT CLERK  
by \_\_\_\_\_  
DEPUTY

OKLAHOMA DEPARTMENT OF )  
SECURITIES, *ex rel.* Irving L. Faught, )  
Administrator, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
GLOBAL WEST FUNDING, LTD., CO., )  
an Oklahoma limited liability company, )  
et al., )  
 )  
Defendants. )

Case No. CJ-2009-2773

**THE STORYBOOK DEFENDANTS'  
MOTION TO SEVER AND BRIEF IN SUPPORT**

**MOTION TO SEVER**

Pursuant to 12 O.S. § 2021, Storybook Properties, LLC, Storybook Investments WA, LLC, and Matthew G. Story ("Storybook Defendants") move this Court for an order severing the Oklahoma Department of Securities' ("Plaintiff") claims against the Storybook Defendants from the claims alleged against the other defendants in this case. Plaintiff has improperly joined the Storybook Defendants in this action. The claims against the Storybook Defendants are separate and distinct, and joinder is not permitted.

This lawsuit has combined two separate cases, involving two separate investment plans. The claims are based on two unrelated sets of operative facts and therefore do not involve the same subject matter or arise from the same transaction or occurrence. The Storybook Defendants move for severance.<sup>1</sup>

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<sup>1</sup> The Storybook Defendants do not object to the assignment of this Court and merely seek a new case number for the separate administration of their case.

## BRIEF IN SUPPORT OF MOTION TO SEVER

### INTRODUCTION

Without sufficient factual allegations to support joinder, Plaintiff brings claims against all defendants based on their participation in separate alleged investments, involving separate alleged violations of Oklahoma securities law. Plaintiff originally brought this lawsuit against Global West Funding, Ltd., Co., Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans LLC, The Wave-Goldmade Ltd., Brian McKye, (collectively the "Global West Defendants"), Joe Don Johnson, James Farnham, and Heritage Estate Service LLC, as Relief Defendant. *See* Original Petition ¶ 1. Plaintiff alleged that the Global West Defendants were operating a ponzi scheme through the sale of Investment Notes "issued by GW Funding, GW Financial, Sure Lock Financial, and/or Sure Lock Loans," using Farnham and Johnson as sales agents. *See* Original Petition ¶ 16. On March 24, 2009, Plaintiff obtained from the Court a Temporary Restraining Order, freezing the assets of the Global West Defendants. On April 1, 2009, the Court appointed a Special Master to take control of the businesses and assets held by the Global West Defendants. None of those findings and Orders had anything to do with the Storybook Defendants. On April 10, 2009, Plaintiff amended the petition to add the Storybook Defendants. *See* Amended Petition ¶ 1. Plaintiff alleged that the Storybook Defendants were violating securities law through the sale of Investment Notes "issued by Storybook Properties and Storybook WA." *See* Amended Petition ¶ 13.

Plaintiff's claims against the Global West Defendants are factually and legally unrelated to its claims against the Storybook Defendants. Plaintiff describes two entirely different schemes: one involving the Global West Defendants and one involving the Storybook Defendants. *See* Original Petition ¶¶ 16-20; Amended Petition ¶¶ 13-15. The determination of whether the Global West investment violated Oklahoma securities law and whether the

Storybook investment violated Oklahoma securities law will be two separate inquiries. Each determination requires a review of the facts specific to each business and investment. The Storybook investment involves investment in and renovation of specific parcels of residential real property, most of which are located in Tulsa County. The Storybook Defendants know very little about the Global West investment, but it does not appear to involve real property and certainly does not involve the same parcels as Storybook. As a result, the facts in this case do not meet the test for permissive joinder under 12 O.S. § 2020(A)(2). Claims against each defendant do not arise out of the same transaction, occurrence or series of transactions or occurrences. 12 O.S. § 2020(A)(2)(a) and (b). Further, claims against each defendant do not relate to the same subject matter. 12 O.S. § 2020(A)(2)(c). Claims against the Storybook Defendants stand on their own and should not be joined.

Plaintiff does not assert that these the Global West Defendants and the Storybook Defendants acted in concert. Plaintiff does not assert that the Storybook Defendants have any involvement whatsoever with the Global West scheme. There does not appear to be a material overlap in investors; Storybook is aware of only one common investor. There is no allegation that investment proceeds of Global West and Storybook were commingled. There is no allegation that Global West invested in Storybook or vice versa. Rather, the only connection alleged is that defendants Joe Don Johnson and James Farnham allegedly participated in the issuance, offer and/or sale of the Storybook investment. *See* Amended Petition ¶ 13. Plaintiff also alleges that the same two individuals offered and sold the Global West investment. *See* Original Petition ¶ 16; Amended Petition ¶ 10. That connection is insufficient to justify a joinder of the claims that two investment programs violated Oklahoma law.

The unrelated nature of these two cases has been clear in the administration of this lawsuit thus far. The majority of the pleadings in this matter have involved the Global West Defendants and have been entirely unrelated to the Storybook Defendants. Indeed, the Storybook Defendants have often not even received a copy of these pleadings. *See, e.g.*, Exhibit A. There have also been multiple hearings that did not involve the Storybook Defendants. The Storybook Defendants have not even been present at the majority of the hearings in this lawsuit. The Storybook Defendants do not complain about not receiving notice and not being present at these hearings. Rather, it illustrates the point that two distinct cases are being maintained under the same case number.

Severance is necessary to protect the rights of the Storybook Defendants in this case. The Storybook Defendants are entitled to present their defenses in this case without the interference, irrelevance, and potential for confusion created by trying the claims against the Global West Defendants at the same time. The Storybook defense will include a detailed analysis of the investment, approximately 48 parcels of real property. In addition, Global West assets have been frozen by the Court. Brian McKye has assumed representation of the Global West Defendants. At present, a Special Master has been appointed over the Global West Defendants, who is in the process of liquidating the Global West businesses and assets. There have been several unflattering media stories about the Global West side of the case. A wrongful association with the other defendants in this lawsuit is unfairly prejudicial to the Storybook Defendants.

For these reasons, this Court should sever the claims against the Storybook Defendants from the claims against the other defendants in this action.

### **ARGUMENTS AND AUTHORITIES**

#### **I. Standard For Misjoinder.**

The mechanism for remedying misjoinder of parties is stated in 12 O.S. § 2021:

Misjoinder of parties is not ground for dismissal of an action. Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just. Any claim against a party may be severed and proceeded with separately. In determining whether to add or drop parties under this section, the court shall consider if in the interest of justice such action provides a fair and convenient forum for all parties.

While § 2021 is silent as to what constitutes misjoinder, courts have made it clear that parties are misjoined when they fail to satisfy the test for permissive joinder under 12 O.S. § 2020(A). *See A-Plus Janitorial & Carpet Cleaning v. Employers' Workers' Compensation Association*, 1997 OK 37, 936 P.2d 916, 926-27. For purposes of joinder of defendants, § 2020(A)(2) provides the following:

All persons may be joined in one action as defendants if there is asserted against them jointly, severally, or in the alternative:

- a. any right to relief in respect of or arising out of the same transaction or occurrence or,
- b. if the claims arise out of a series of transactions or occurrences and any question of law or fact common to all defendants will arise in the action, or
- c. if the claims are connected with the subject matter of the action.

(emphasis added). "Because § 2020 parallels the language of Federal Rule 20, both state and federal jurisprudence on the subject is instructive." *A-Plus Janitorial*, 936 P.2d at 926.

## **II. Claims Against the Defendants In This Case are Separate and Independent and Do Not Arise Out of the Same Transaction, Occurrence, or Series of Transactions and Occurrences.**

The claims against the Storybook Defendants and the Global West Defendants are plainly not connected with any unified "subject matter of the action." The two separate schemes alleged by Plaintiff constitute two different subject matters under 12 O.S. § 2020(A)(2)(c). *See Watson v. Batton*, 1998 OK CIV APP 50, 958 P.2d 812 (finding that two separate automobile accidents constitute two different subject matters under 12 O.S. § 2020(A)(2)(c)).

Similarly, the claims in this case do not arise from the same "transaction or occurrence," the tests set forth in § 2020(A)(2)(a) and (b). Courts have made clear that, just because a petition asserts the same legal theory or cause of action against multiple defendants, that does not mean it meets the transaction or occurrence test for permissive joinder. The operative facts asserted against each defendant must be factually connected to those asserted against all the other defendants. *E.g., Kenvin v. Newburger, Loeb and Co.*, 37 F.R.D. 473, 474-75 (S.D.N.Y. 1965). Moreover, courts have emphasized that the right to relief against the defendants must arise from the *same* transaction, and not just from *similar* transactions. *Id.* at 475. In *Kenvin*, the court considered the potential misjoinder of four defendant stockbrokers in a lawsuit alleging, in part, various violations of the Securities Exchange Act of 1934. *Id.* at 474. The court ordered severance of the claims.

The operative facts asserted against movant . . . are in no way factually connected to those asserted against the other defendants. The dates, amounts lost and apparently the securities are all different. It would appear that plaintiff has alleged against each of the four defendants distinct and unrelated acts which happen to involve violations of the same statutory duty.

*Id.* at 475. The same factors apply in this case.

Similarly, in *In re M&L Business Machine Company v. Ameritrust Company, N.A.*, 132 B.R. 433, 435 (Bkrcty. D. Colo. 1991), a federal court rejected a bankruptcy trustee's joinder of claims against 14 defendants in one adversary proceeding, seeking to collect 14 separate postpetition transfers. *Id.* at 434.

It is not proper to join multiple defendants in a case if the transactions forming the basis for the claims are not related. *Michaels Building Co. v. Ameritrust Co., N.A.*, 848 F.2d 674 (6th Cir. 1988). Joinder requires both the commonality of a particular transaction or occurrence and questions of law or fact. *Intercon Research Associates, Ltd. v. Dresser Industries, Inc.*, 696 F.2d 53 (7th Cir. 1982).

In the present complaint, the transactions forming the basis for each claim for relief are discrete as to the defendant or defendants against whom relief is sought in the particular claim. Further, as noted, the defendant or defendants in any particular claim are not alleged to be liable either jointly, severally or in the alternative for transactions which form the basis for any other claims for relief. Thus, on its face, it is clear that the joinder of all of these defendants in one adversary proceeding violates the provisions of [Federal Rule 20].

*Id.* at 435.

Section 2020(A)(2)(b) imposes the additional requirement, when dealing with a proposed joinder based on a series of transactions or occurrences, that there must be a question of law or fact common to all defendants which will arise in the action. The courts have made clear that the fact that the same general theories of law are applied to joint parties is not sufficient to meet the common question of law or fact test. It is not sufficient that the conduct of the joined parties is similar, when their conduct is separate and independent. *See Smith v. North Am. Rockwell Corp. Tulsa Division*, 50 F.R.D. 515, 524 (N.D. Okla. 1970) (finding misjoinder of plaintiffs).<sup>2</sup>

The Oklahoma decision in *Watson v. Batton*, 1998 OK CIV APP 50, 958 P.2d 812 is instructive. In *Watson*, a plaintiff was involved in separate automobile accidents six months apart. The plaintiff attempted to bring an action against both drivers in the same action based on her injuries resulting from the accidents. The issue before the court was whether the joinder of claims against separate defendants based on two different automobile accidents was improper.

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<sup>2</sup> While courts recognize that joint action or a common scheme may be a basis for joinder of defendants, such facts are not present here. *See Movie Systems, Inc. v. Abel*, 99 F.R.D 129, 130 (D.C. Minn. 1983); *Apache County v. Superior Court*, 785 P.2d 1242, 1246 (Ariz. Ct. App. 1989). Plaintiff does not affirmatively allege that the Global West Defendants and the Storybook Defendants acted in concert. "No concert of action is alleged, nor could it be because the operative facts of each transaction are distinct and unrelated to any other." *Movie Systems*, 99 F.R.D. at 130.

Plaintiff argued that under § 2020(A)(2)(b), the action arose out of the same series of occurrences, and that there are common questions of law and fact. The *Watson* court disagreed:

Here, the accidents were separate. Each accident was an individual occurrence. While there may be similarities between the accidents, the same could be said of any automobile accident, even if different plaintiffs and defendants were involved . . . . The trial court did not err in determining a misjoinder of two causes of action.

*Id.* at 814.

The courts have recognized the practical considerations of mixing factually dissimilar claims in the same lawsuit. Where there is no common ground between the claims and each of the parties claims rests on separate facts, the joinder of such parties makes no sense. *See Smith*, 50 F.R.D. at 523; *Demboski v. CSX Transp., Inc.*, 157 F.R.D. 28, 29-30 (S.D. Miss. 1994) (misjoinder of plaintiffs). When the facts relating to each defendant are independent and separate, the burdens on the parties and the court are not reduced, but are instead multiplied. If all the defendants are joined despite the fact that the claims are independent, each of the defendants will have to be involved in hearings, depositions and other proceedings relating to the claims of all of the other defendants. Accordingly, the practical considerations, along with the lack of satisfaction of the transaction or occurrence test of § 2020(A)(2), require that the claims against the Storybook Defendants be severed from those against the other defendants in this action.

### **III. Denying Severance Will Prejudice the Defendants.**

"In determining whether to add or drop parties under [Section 2021], the court shall consider if in the interest of justice such action provides a fair and convenient forum for all parties." 12 O.S. § 2021. Defendants are entitled to fair trials. Each defendant will have the right to put on its case, and each case will be complicated and fact intensive. The finder of fact cannot be expected to keep straight the many different and detailed facts relating to each

defendants' business practices. Courts have uniformly rejected consolidation of cases or reversed verdicts because of prejudice from consolidation where there would be likely confusion of the fact finder. *See Hasman v. G. D. Searle & Co.*, 106 F.R.D. 459, 460-61 (E.D. Mich. 1985) (refusing to consolidate cases alleging injury from intrauterine device because individual issues would make trial confusing and perhaps inequitable).

In *Liberty Lincoln-Mercury, Inc.*, 149 F.R.D. 65 (D.N.J. 1993), a plaintiff who sought consolidation based his claim on the same statute as the plaintiff in the other case, both parties sought similar relief, including damages that would be calculated similarly, but the Court, nevertheless, denied consolidation for the reason that:

In each case liability must be determined on a dealer-by-dealer, part-by-part, sale-by-sale basis with consideration of facts that are highly specific to individual dealers. . . .

Where the evidence in one case is not relevant to the issues in the other, consolidation would create a likelihood of prejudice by confusing the issues.

*Id.* at 81. Here, as in *Liberty Lincoln-Mercury, Inc.*, *supra*, liability will have to be determined on a defendant-by-defendant basis with consideration of facts that are highly specific to each defendant. Furthermore, Storybook is a small company. It would be unreasonable to increase Storybook's cost of defense by forcing it to participate in discovery and trial proceedings involving the Global West Defendants.

#### **IV. Denying Severance Will Not Prejudice the Plaintiff or the Court.**

As a practical matter, this is currently being handled as two separate cases. In the Global West case, pleadings are filed and hearings held without any involvement by the Storybook defendants – and appropriately so. The Court should now formalize this process and give the Storybook defendants a separate case number.

If there is a deposition that pertains to both cases, there is no reason the deposition cannot be used for both. That is a far more efficient solution than allowing the cases to remain consolidated on the chance that there may be something sometime where there is possible overlap.

**CONCLUSION**

For the reasons set forth above, the Storybook Defendants respectfully request that this Court enter an order severing the claims by Plaintiff against the Storybook Defendants from Plaintiff's claims in this action against the other defendants. 12 O.S. §§ 2020(A)(2), 2021.

Respectfully submitted,



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Robert G. McCampbell, OBA #10390  
Kristin L. Huffaker, OBA #22183

-Of the Firm-

CROWE & DUNLEVY  
A Professional Corporation  
20 North Broadway  
Suite 1800  
Oklahoma City, OK 73102-8273  
(405) 235-7700  
(405) 239-6651 (Facsimile)

**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing Motion for Protective Order was mailed, postage prepaid, this 22 day of July, 2009 to:

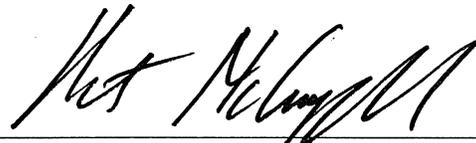
Patricia A. Labarthe, Esq.  
Jennifer Shaw, Esq.  
Oklahoma Department of Securities  
120 N. Robinson, Suite 860  
Oklahoma City, OK 73102

Stephen J. Moriarty, Esq.  
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.  
100 North Broadway, Suite 1700  
Oklahoma City, OK 73102

R. Scott Adams, Esq.  
City Place Building  
204 North Robinson Twenty-Fifth Floor  
Oklahoma City, OK 73102

Brian McKye  
P.O. Box 957  
Jay, OK 74346

James Farnham  
6308 N. Harvard  
Oklahoma City, OK 73122



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Robert G. McCampbell

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF SECURITIES  
EX REL. IRVING L. FAUGHT,  
ADMINISTRATOR,

Plaintiff,

v.

GLOBAL WEST FUNDING, LTD., Co.;  
AN OKLAHOMA LIMITED LIABILITY COMPANY;  
GLOBAL WEST FINANCIAL LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY;  
SURE LOCK FINANCIAL, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY;  
SURE LOCK LOANS LLC, AN OKLAHOMA  
LIMITED LIABILITY COMPANY;  
THE WAVE-GOLDMADE, LTD.,  
AN UNINCORPORATED ASSOCIATION;  
BRIAN MCKYE, AN INDIVIDUAL;  
JOE DON JOHNSON, AN INDIVIDUAL; AND  
JAMES FARNHAM, AN INDIVIDUAL,

Defendants,

AND

HERITAGE ESTATE SERVICE, LLC,  
AN OKLAHOMA LIMITED LIABILITY COMPANY,

Relief Defendant.

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

APR 29 2009

PATRICIA PRESLEY, COURT CLERK  
by \_\_\_\_\_  
DEPUTY

No. CJ-2009-2773  
(Civil relief more than \$10,000:  
INJUNCTION / RESTRAINING ORDER)

Filed: 03/24/2009

Judge: Gurich, Noma D.

**JOINT REPLY TO PLAINTIFF'S RESPONSE TO MOTION/APPLICATION FOR  
ATTORNEY FEES**

COMES NOW the law firm of Dunn, Swan & Cunningham, P.C. (the "Law Firm"),  
AND Richard L. Rose of Mahaffey & Gore P.C., ("Rose") counsel of record for Defendants,  
Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure  
Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye, and for their Reply to the  
Response of Plaintiff's to Motions made for distribution of Attorney Fees show the Court as

match. Plaintiff already has an advantage with considerably more resources, yet now they also want the Defendant to have nothing with which to fight back.

Respectfully submitted,



Clell I. Cunningham III, OBA #2093  
Dunn, Swan & Cunningham,, P.C.  
210 Park Avenue, Suite 2800  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 235-8318

Richard L. Rose, OBA No. 20105  
Mahaffey & Gore, PC  
300 NE 1<sup>st</sup> Street  
Oklahoma City, OK 73104  
Telephone: (405) 236-0478  
Facsimile: (405) 236-1840

Attorneys for Brian McKye; Sure Lock  
Loans LLC; Sure Lock Financial, LLC;  
Global West Funding, Ltd., Co.; and  
Global West Financial LLC

#### CERTIFICATE OF SERVICE

This is to certify that on April 29, 2009 an accurate copy of the foregoing document was mailed, postage prepaid, to opposing counsel as follows:

R. Scott Adams, Esq.  
City Place Building  
204 North Robinson Twenty-Fifth Floor  
Oklahoma City, Oklahoma 73102  
Attorney for Defendant Joe Don Johnson

Patricia A. Labarthe, Esq.  
Jennifer Shaw, Esq.  
Oklahoma Department of Securities  
120 N. Robinson, Suite 860  
Oklahoma City, OK 73102

Steven Moriarty, Esq., Special Master  
Andrews Davis  
100 North Broadway, Suite 3300  
Oklahoma City, Oklahoma 73102



Clell I. Cunningham III

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA  
MAY 11 2009

OKLAHOMA DEPARTMENT OF )  
SECURITIES, *ex. rel.* Irving L. Faught, )  
Administrator, )  
)  
Plaintiff, )  
)  
vs. )  
)  
GLOBAL WEST FUNDING, LTD., CO., )  
an Oklahoma limited liability company, et al., )  
)  
Defendants. )

PATRICIA PRESLEY, COURT CLERK  
by \_\_\_\_\_  
DEPUTY

Case No. CJ-2009-2773

Set for Hearing MAY 28 2009  
at 11:00 a.m. before Judge GURION

**MOTION OF CLELL I. CUNNINGHAM III TO WITHDRAW AS COUNSEL OF RECORD  
FOR GLOBAL WEST DEFENDANTS**

COMES NOW Clell I. Cunningham III, of the law firm of Dunn, Swan & Cunningham, P.C., counsel of record for Defendants, Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye, and moves the Court for an order withdrawing his appearance as counsel for said defendants in this action, and shows the court:

1. Mr. Cunningham previously entered his appearance for the above named defendants in this action;
2. Circumstances have subsequently arisen which make it extremely difficult for Mr. Cunningham to represent said defendants, to-wit, defendants are unable to pay the reasonable and necessary attorney fees and expenses incurred by Mr. Cunningham and his law firm;
3. Irreconcilable differences have arisen between Mr. Cunningham and Brian McKye as to the handling of the defense of this action;
4. The case has not yet been set for trial or for pretrial conference, no motions are set for motion docket, and only minimal discovery has been conducted to date;
5. The undersigned counsel hereby certifies that he has apprised his client, Brian McKye, of his intention to withdraw. Mr McKye is the president of the corporate and company defendants above identified;

CERTIFICATE OF SERVICE

The undersigned certifies that on the 9 day of May, 2009, a true and correct copy of the above and foregoing Motion for Attorney Fees was mailed, postage prepaid, to:

Patricia Labarth, Esq.  
Oklahoma Department of Securities  
120 North Robinson, Suite 860  
Oklahoma City, OK 73102

Rick Rose, Esq.  
Mahaffey & Gore, P.C.  
300 NE 1<sup>st</sup> Street  
Oklahoma City, OK 73104

R. Scott Adams  
204 N. Robinson, 25<sup>th</sup> Floor  
Oklahoma City, OK 73102

Steven Moriarty Esq.  
Fellers Snider Law Firm  
100 N. Broadway, Suite 1700  
Oklahoma City, OK 73102-8220



A handwritten signature in black ink, appearing to read 'Steve Moriarty', is written over a horizontal line.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

MAY 19 2009

PATRICIA PRESLEY, COURT CLERK  
by \_\_\_\_\_  
DEPUTY

OKLAHOMA DEPARTMENT OF )  
SECURITIES, *ex. rel.* Irving L. Faight, )  
Administrator, )  
)  
Plaintiff, )  
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vs. )  
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GLOBAL WEST FUNDING, LTD., CO., )  
an Oklahoma limited liability company, et al., )  
)  
Defendants. )

Case No. CJ-2009-2773

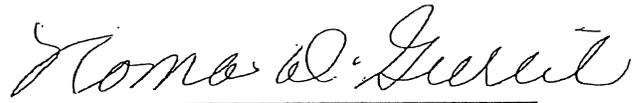
ORDER GRANTING MOTIONS FOR  
ATTORNEY'S FEES

COMES ON FOR CONSIDERATION the Application for Attorney Fees of Richard L. Rose and Motion of Dunn, Swan & Cunningham, P.C. for attorney fees, Richard L. Rose and Clell I. Cunningham III appearing for Defendants, Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye, and Plaintiff, Oklahoma Department of Securities appearing by and through its counsel of record, Patricia Labarth and Jennifer Shaw.

After review of the motions and briefs filed by the parties, including the objection of the Oklahoma Department of Securities to the Motion and the Application, the Court finds that the respective motions of counsel for defendants should be granted in part and denied in part.

IT IS THEREFORE ORDERED, ADJUDGE AND DECREED that Richard L. Rose be awarded the sum of \$2,148.75 in attorney fees, to be paid immediately by the Special Master previously appointed herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Clell I. Cunningham III be awarded the sum of \$3,261.75 in attorney fees, and that of said sum Clell I. Cunningham III be authorized to apply the sum of \$2,000.00 currently held in his law firm's trust account, and that the Special Master immediately pay to Clell I. Cunningham III the remaining balance of \$1,261.75.

  
Noma Gurich, District Court Judge

APPROVED:



Clell I. Cunningham III, OBA #2093  
2800 Oklahoma Tower  
210 Park Avenue  
Oklahoma City, Oklahoma 73102  
Telephone: (405) 235-8318  
Telecopier: (405) 235-9605

Rick Rose, Esq.  
Mahaffey & Gore, P.C.  
300 NE 1<sup>st</sup> Street  
Oklahoma City, OK 73104

Attorney for Defendants,  
Global West Funding, Ltd, Global West Financial LLC, Sure Lock Financial, LLC, Sure  
Lock Loans, LLC, The Wave-Goldmade, Ltd., and Brian McKye



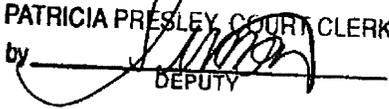
Jennifer Shaw, Esq. OBA # 20839  
Oklahoma Department of Securities  
120 North Robinson, Suite 860  
Oklahoma City, OK 73102



FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAY 21 2009

PATRICIA PRESLEY, COURT CLERK  
by  DEPUTY

OKLAHOMA DEPARTMENT OF )  
SECURITIES EX REL. IRVING )  
FAUGHT, ADMINISTRATOR, )  
)  
Plaintiff, )

v. )

Case No. CJ-2009-2773  
Judge: Gurich, Noma D.

GLOBAL WEST FUNDING, LTD., )  
Co., an Oklahoma limited liability )  
company; GLOBAL WEST FINANCIAL )  
LLC, an Oklahoma limited liability )  
Company; SURE LOCK FINANCIAL, )  
LLC, an Oklahoma limited liability )  
Company; SURE LOCK LOANS LLC, )  
Oklahoma limited liability company; THE )  
WAVE-GOLDMADE, LTD., an )  
unincorporated association; BRIAN )  
MCKYE, an individual; JOE DON )  
Johnson, an individual; JAMES )  
FARNHAM, an individual, )  
)  
Defendants. )

and )

HERITAGE ESTATE SERVICE, )  
LLC, an Oklahoma limited liability )  
company, )  
)  
Relief Defendant. )

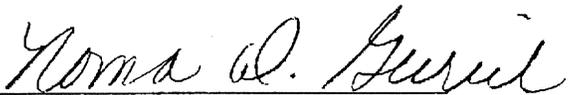
**ORDER GRANTING  
SPECIAL MASTER'S MOTION FOR AN ORDER (I) APPROVING BIDDING  
PROCEDURES AND FOR THE SALE OF CERTAIN ASSETS;  
(II) ESTABLISHING DATES REQUIRED IN BIDDING PROCEDURES;  
AND (III) SCHEDULING A HEARING FOR APPROVAL  
OF THE SALE OF ASSETS**

Came on for hearing on the 21<sup>st</sup> day of May, 2009 the Motion of Stephen J.

Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST

B

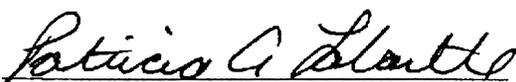
DATED this 21<sup>st</sup> day of May, 2009.

  
DISTRICT JUDGE

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Stephen J. Moriarty, OBA #6410  
FELLERS, SNIDER, BLANKENSHIP,  
BAILEY & TIPPENS, P.C.  
100 N. Broadway, Suite 1700  
Oklahoma City, OK 73102  
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Facsimile: 405.232.9659  
E-mail: [smoriarty@fellerssnider.com](mailto:smoriarty@fellerssnider.com)

SPECIAL MASTER

  
\_\_\_\_\_  
Patricia A. Labarthe, Esq., OBA # 10391  
Jennifer Shaw, Esq., OBA # 20839  
Oklahoma Department of Securities  
120 N. Robinson, Suite 860  
Oklahoma City, OK 73102

ATTORNEYS FOR PLAINTIFF, OKLAHOMA  
DEPARTMENT OF SECURITIES



IN THE DISTRICT COURT OF OKLAHOMA COUNTY FILED IN THE DISTRICT COURT  
STATE OF OKLAHOMA OKLAHOMA COUNTY, OKLA.

OKLAHOMA DEPARTMENT OF )  
SECURITIES EX REL. IRVING )  
FAUGHT, ADMINISTRATOR, )  
 )  
Plaintiff, )

MAY 22 2009  
PATRICIA PRESLEY, COURT CLERK  
by *[Signature]*  
DEPUTY

v. )

Case No. CJ-2009-2773  
Judge: Gurich, Noma D.

GLOBAL WEST FUNDING, LTD., )  
Co., an Oklahoma limited liability )  
company; GLOBAL WEST FINANCIAL )  
LLC, an Oklahoma limited liability )  
Company; SURE LOCK FINANCIAL, )  
LLC, an Oklahoma limited liability )  
Company; SURE LOCK LOANS LLC, )  
Oklahoma limited liability company; THE )  
WAVE-GOLDMADE, LTD., an )  
unincorporated association; BRIAN )  
MCKYE, an individual; JOE DON )  
Johnson, an individual; JAMES )  
FARNHAM, an individual, )  
 )  
Defendants. )

and )

HERITAGE ESTATE SERVICE, )  
LLC, an Oklahoma limited liability )  
company, )  
 )  
Relief Defendant. )

**ORDER ESTABLISHING DEADLINE FOR FILING WRITTEN OBJECTIONS AND  
SCHEDULING A HEARING FOR APPROVAL OF THE SALE OF ASSETS**

Came on for hearing on the 21<sup>st</sup> day of May, 2009 the Motion of Stephen J.

Moriarty ("Special Master") the Court appointed Special Master for GLOBAL WEST  
FUNDING, LTD., Co., an Oklahoma limited liability company; GLOBAL WEST FINANCIAL  
LLC, an Oklahoma limited liability company; SURE LOCK FINANCIAL, LLC, an Oklahoma

*B*

APPROVED AS TO FORM:



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Stephen J. Moriarty, OBA #6410  
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BAILEY & TIPPENS, P.C.  
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SPECIAL MASTER

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