
UNITED STATES DISTRICT COURT
District of Kansas
(Wichita Docket)

UNITED STATES OF AMERICA,

Plaintiff,

v.

CASE NO. 6:25-cr-10125-JWB-1-3

**STEVEN PARISH,
RICHARD DEAN, and
JOSHUA OWEN**

Defendants.

FIRST SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

INTRODUCTION

At all times material to this indictment:

1. **STEVEN PARISH (PARISH)** is a former resident of Derby, Kansas.

STEVEN PARISH was represented as, and acted as, the Chief Executive Officer for Premier Global Corp., f/k/a Premier Construction Services (Premier).

2. **RICHARD DEAN (DEAN)** is a resident of Plano, Texas. DEAN is the owner of DDI Advisory Group, LLC (DDI).

3. **JOSHUA OWEN (OWEN)** is a resident of Derby, Kansas. OWEN is an employee of or worked in association with Premier Global Corp., f/k/a Premier

Construction Services (Premier), as well as Premier Marketing Management, Inc., and Unify Business Services, LLC., all entities associated with Premier.

4. From on or about a date unknown but at least 2010 and through October, 2022, **PARISH** with other persons known and unknown did engage in a scheme to defraud and conspiracy to defraud investors through mail fraud, wire fraud, bank fraud securities fraud and money laundering, as further described herein.

DEFINITIONS

5. The term “invoice factoring” refers to the purchasing of invoices or account receivables of other companies at a discount, or a price below the full amount due. The purchasing company then owns the invoice or account receivable and can collect on the full amount due, ultimately generating a profit.

6. The invoices and accounts receivable, or any other type of purchased receivable are referred to as “factored invoices” herein.

7. The companies from which the factored invoices were purchased are referred to as “vendors” herein.

8. The term “promissory note” refers to a written promise to pay a specific amount at a future date, often with interest, in exchange for funds provided by the note holder.

SECURITIES

9. The Securities Exchange Act of 1934 defines a “security” as:

“any note, stock, treasury stock, security future, bond, debenture, certificate of interest, or participation in any profit-sharing agreement or in any oil, gas, or other mineral royalty or lease, any

collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contact, voting-trust certificate, certificate of deposit for a security, any put, call, straddle, option, or privilege on any security, certificate of deposit, or group or index of securities (including any interest therein or based on the value thereof), or any put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency, or in general, any instrument commonly known as a receipt for, or warrant or right to subscribe or purchase, any of the foregoing; but shall not include currency or any note, draft, bill of exchange, or banker's acceptance which has a maturity at the time of issuance of not exceeding nine months, exclusive of day of grace, or any renewal thereof the maturity if which is likewise limited.”

15 U.S.C. § 78c(a)(10).

The Kansas Uniform Securities Act defines a “security” as:

“ a note; stock; treasury stock; security future; bond; debenture; evidence of indebtedness; certificate of interest or participation in a profit-sharing agreement; collateral trust certificate; preorganization certificate or subscription; transferable share; investment contract; voting trust certificate; certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; put, call, straddle, option, or privilege on a security, certificate of deposit, or group or index of securities, including an interest therein or based on the value thereof; put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency; or, in general, an interest or instrument commonly known as a “security”; or a certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.”

Kan. Stat. Ann. § 17-12a102.

The term: (A) Includes both a certificated and an uncertificated security; (B) does not include an insurance or endowment policy or annuity contract under which an insurance company promises to pay a fixed or variable sum of money either in a lump sum or

periodically for life or other specified period; (C) does not include an interest in a contributory or noncontributory pension or welfare plan subject to the employee retirement income security act of 1974; (D) includes as an “investment contract” an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor. A “common enterprise” means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party or other investors; and (E) “investment contract” may include an interest in a limited partnership and a limited liability company and shall include a viatical investment as defined by rule adopted or order issued under this act. Kan. Stat. Ann. § 17-12a102.

The Oklahoma Uniform Securities Act of 2004 defines a “security” as:

“a note; stock; treasury stock; security future; bond; debenture; evidence of indebtedness; certificate of interest or participation in a profit-sharing agreement; collateral trust certificate; preorganization certificate or subscription; transferable share; investment contract; voting trust certificate; certificate of deposit for a security; fractional undivided interest in oil, gas, or other mineral rights; put, call, straddle, option, or privilege on a security, certificate of deposit, or group or index of securities, including an interest therein or based on the value thereof; put, call, straddle, option, or privilege entered into on a national securities exchange relating to foreign currency; or, in general, an interest or instrument commonly known as a “security”; or a certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

Okla. Stat. Ann. tit. 71, § 1-102

The term:(a) includes both a certificated and an uncertificated security; (b) does not include an insurance or endowment policy or annuity contract under which an insurance company

promises to pay a sum of money either in a lump sum or periodically for life or other specified period; (c) does not include an interest in a contributory or noncontributory pension or welfare plan subject to the Employee Retirement Income Security Act of 1974; (d) includes as an “investment contract” an investment in a common enterprise with the expectation of profits to be derived primarily from the efforts of a person other than the investor and a “common enterprise” means an enterprise in which the fortunes of the investor are interwoven with those of either the person offering the investment, a third party, or other investors; (e) includes as an “investment contract,” among other contracts, an interest in a limited partnership and a third party managed limited liability company and an investment in a viatical or life settlement or similar contract or agreement; (f) includes an investment of money or money's worth including goods furnished or services performed in the risk capital of a venture with the expectation of some benefit to the investor where the investor has no direct control over the investment or policy decision of the venture: and (g) does not include an interest in an oil, gas or mineral lease as part of a transaction between parties, each of whom is engaged in the business of exploring for or producing oil and gas or other valuable minerals as an ongoing business or the execution of oil and gas leases by land, mineral and royalty owners in favor of a party or parties engaged in the business of exploring for or producing oil and gas or other valuable minerals. Okla. Stat. Ann. tit. 71, § 1-102.

RELEVANT ENTITIES AND ACTIVITY

9. Premier Global Corp. (Premier Global), is a Kansas corporation incorporated in 2010 with offices located in Derby, Kansas. Premier conducts a variety

of different business activities, including providing billing services to construction contractors and subcontractors. Additionally, Premier and a number of its partially owned subsidiaries known as “Factoring Entities” are in the business of invoice factoring, whereby Premier purchases invoices or accounts receivable, factored invoices, at a discount from construction subcontractors and a variety of different types of companies. After purchasing the factored invoices, Premier is entitled to collect the full amount owed for the invoices. Premier Construction Services, Inc. was incorporated in Kansas on October 19, 2010. The company changed its name to Premier Global Corporation on April 30, 2018, then changed its name back to Premier Construction Services, Inc. on May 3, 2018, and then again changed its name to Premier Global Corporation on September 7, 2018.

10. Commencing in or about 2010, Premier Global began raising capital for its invoice factoring activity by entering into *Transferee Agreements* with transferee investors. Under these agreements, investors opened business checking accounts (Transferee Accounts) at banks specified by Premier Global and deposited investment funds into the newly opened bank accounts. Individuals working for Premier were generally added as authorized signers on these Transferee Accounts. After the investment funds were deposited into the Transferee Accounts, the funds were repeatedly used by Premier Global purportedly to purchase Factored Invoices. It appears that Premier Global had entered into *Transferee Agreements* with at least 216 investors.

11. Commencing in approximately 2016, additional capital was raised from investors through *Promissory Notes* issued by Premier Global and several of its partially-

owned subsidiaries, to-wit (collectively “Factoring Entities”): Premier Factoring, LLC (Premier Factoring); PF-2, LLC (PF-2); PF-3, LLC (PF-3); PF-4, LLC (PF-4); PF-5, LLC (PF-5); PF-6, LLC (PF-6); PF-7, LLC (PF-7); and Premier Factoring Group, LLC (PFG).

12. The Factoring Entities are all Kansas limited liability companies owned by Premier Global and DDI Advisory Group, LLC (DDI Advisory), and are managed by **STEVEN PARISH** and DDI Advisory’s owner, **RICHARD DEAN**. DDI Advisory is a Kansas limited liability company organized in 2015.

13. Under these *Promissory Notes*, investors delivered principal funds to Premier, and in exchange Premier promised to repay note investors the principal plus 10% annualized interest. Investors could elect to receive their interest payments monthly, quarterly, semi-annually, or annually. The *Promissory Notes* mature every 12 months but are automatically extended for an additional 12-month period unless an investor provides Premier with written notice not to renew a note. Some of the *Promissory Notes* sold to investors were issued by Premier Global, but others were issued by the Factoring Entities which were partially owned subsidiaries of Premier Global. Premier issued at least 646 *Promissory Notes* to approximately 370 investors with a cumulative face value of at least \$97 million.

14. Most *Promissory Note* investors learned about Premier through Agents who had been retained by **DEAN** in his role as co-manager of the Factoring Entities and owner of DDI Advisory. The Agents entered into *Contractor Services Agreements* with DDI Advisory under which Premier paid the Agents an annualized 2.5% of the amount the investors they solicited invested with Premier so long as the investors’ funds

remained with Premier. Premier also paid DDI Advisory an annualized 0.5% of the amount invested through these Agents for DDI Advisory's role in retaining and managing the Agents. Payments to the Agents and DDI Advisory were made periodically, usually monthly, at the same time that Premier made its periodic payments of 10% annualized interest to the *Promissory Note* investors. Thus, for the funds received pursuant to the *Promissory Notes*, Premier was obligated to pay a combined annualized 13% between the investors, the Agents, and DDI Advisory.

15. Both in written offering documents and in verbal communications to investors, individuals associated with Premier, including **STEVEN PARISH and JOSHUA OWEN**, represented that Premier's invoice factoring business was successful and profitable, that since in or about 2018 the company had "revenues" of approximately one-hundred million dollars, that the investors' funds would be used to purchase invoices or other accounts receivable, and that the investors' returns would be generated by the company's invoice factoring revenues. However, Premier's records reflect that the invoice factoring business did not generate sufficient revenues to pay investor returns. Instead, the "revenues" Premier represented it was collecting largely consisted of internal transfers from Transferee Accounts and the Factoring Entity Accounts. Premier's actual financial condition was never disclosed to investors.

THE SCHEME TO DEFRAUD

16. As part of the scheme to defraud, **PARISH** created hand-written Transfer Lists of App Numbers directing funds be debited from Transferee Accounts and the

Factoring Entity Accounts and credited to Premier Global's Operating Accounts. **PARISH** gave these lists to an employee of Premier.

17. Based on the Transfer Lists of App Numbers created by **PARISH**, OWEN or another Premier employee, through a financial transaction, transferred funds out of a Transferee Accounts into the Premier Global Operating Accounts. Similarly, OWEN or other Premier employees, through a financial transaction, transferred funds out of Factoring Entity Accounts into Premier Global's Operating Accounts.

18. As part of the scheme to defraud, **PARISH** created hand-written Return Lists of App Numbers directing funds to be credited to Transferee Accounts and the Factoring Entity Accounts drawn from Premier Global's Operating Accounts. **PARISH** gave these lists to an employee of Premier.

19. Based on the Return Lists of App Numbers created by **PARISH**, OWEN or another Premier employee, through a financial transaction, caused the return of funds from Premier Global's Operating Accounts to the Transferee Accounts. Similarly, OWEN or other Premier employees, through a financial transaction, initiated the transfer of return funds from Premier Global's Operating Accounts to the Factoring Entity Accounts.

20. The majority of financial transactions were not related to the purchase of invoices from vendors or return of profit to the investors. The majority of financial transactions prompted by the two lists created by **PARISH** were merely financial transactions creating a record of fund transfers from Transferee Accounts and Factoring Entity Accounts to Premier Global Operating Accounts, and back to Transferee Accounts

or Factoring Entity Accounts with a purported profit represented to be the promised return on investment.

21. The App Numbers contained in the two lists created by **PARISH** were not related to vendor invoices. Premier Global's records show the circular transfers recycling funds as described above and relate those transfers to a Transferee or Promissory Note investor. Those financial transactions are not reflected as "accounts receivable" in Premier Global's records.

22. A financial transaction related to the purchase, payment or investment return of a vendor invoice is reflected in Premier Global's records as "accounts receivable" and also linked to a contractor or sub-contractor using the invoice factoring services provided by Premier Global.

FINANCIAL INSTITUTIONS

23. Bank of America is a Federal Deposit Insurance Corporation (FDIC)-insured bank headquartered in Charlotte, North Carolina. Bank of America maintained operating accounts for Premier Global and transferee accounts for investors.

24. Carson Bank is an FDIC-insured bank headquartered in Mulvane, Kansas. Carson Bank maintained operating accounts for Premier Global and transferee accounts for investors.

25. Simmons Bank is an FDIC-insured bank headquartered in Pine Bluff, Arkansas. Simmons Bank maintained operating accounts for Premier Global and transferee accounts for investors.

26. Valley State Bank is an FDIC-insured bank headquartered in Belle Plaine, Kansas. Valley State Bank maintained operating accounts for Premier Global and factoring entity accounts related to promissory note investors.

27. CrossFirst Bank is an FDIC-insured bank headquartered in Leawood, Kansas. CrossFirst Bank maintained transferee accounts for investors.

28. Kanza Bank is an FDIC-insured bank headquartered in Kingman, Kansas. Kanza maintained operating accounts for Premier Global and factoring entity accounts related to promissory note investors.

29. Emprise Bank is an FDIC-insured bank headquartered in Wichita, Kansas. Emprise Bank maintained transferee accounts for investors.

COUNT 1

BANK FRAUD [18 U.S.C. § 1344(2)]

30. Paragraphs 1 through 29 are incorporated by reference.

31. Beginning at a date unknown, but in or about 2010 and through October 2022 inclusive, in the District of Kansas and elsewhere, the defendant,

STEVEN PARISH, and JOSHUA OWEN

did knowingly execute and attempt to execute a scheme and artifice to obtain any moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of Bank of America, Carson Bank, CrossFirst Bank, Emprise Bank, and Simmons Bank by means of false and fraudulent pretenses, representations and promises, to wit: opened and controlled bank accounts for transferees, and created lists of

App Numbers resulting in the withdrawal of funds from transferee accounts to be deposited in the operating accounts of Premier Global, thus misrepresenting those funds were being used to purchase factored invoices.

In violation of Title 18, United States Code, Sections 1344(2) and 2.

COUNT 2

BANK FRAUD
[18 U.S.C. § 1344(2)]

32. Paragraphs 1 through 31 are incorporated by reference.

33. Beginning at a date unknown, but in or about 2016 and through October 2022 inclusive, in the District of Kansas and elsewhere, the defendant,

STEVEN PARISH, and
JOSHUA OWEN

did knowingly execute and attempt to execute a scheme and artifice to obtain any moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of Kanza Bank and Valley State Bank by means of false and fraudulent pretenses, representations and promises, to wit: opened and controlled bank accounts for factoring entities, and created lists of App Numbers resulting in the withdrawal of funds from factoring entity accounts to be deposited in the operating accounts of Premier Global, thus misrepresenting those funds were being used to purchase factored invoices.

In violation of Title 18, United States Code, Sections 1344(2) and 2.

COUNTS 3 – 13**MONEY LAUNDERING**
[18 U.S.C. § 1957]

34. Paragraphs 1 through 33 are incorporated by reference.

35. On or about the dates alleged herein in the District of Kansas and elsewhere, the defendant,

STEVEN PARISH,

knowingly engaged and attempted to engage in monetary transactions by, through and to financial institutions, affecting interstate commerce, in criminally derived property of a value greater than \$10,000.00, that is deposits, withdrawals, transfers and exchanges described below of United States currency, funds and monetary instruments in the amounts specified below, such property having been derived from a specified unlawful activity, that is, Mail Fraud, Wire Fraud, Bank Fraud, Securities Fraud and Conspiracies thereof, in violation of 18 U.S.C. §§ 1341, 1343, 1344 and 15 U.S.C. §§ 77 and 78:

Count	Date	Monetary Transaction	Amount
3	6/21/2019	A Premier Global employee initiated a wire transfer from Premier Construction Services Inc.'s account (Carson Bank x0574) to Lawyers Title of Nevada for Panorama Towers Condo, 4525 Dean Martin Drive, #2400, Las Vegas, NV	\$871,140.57

Count	Date	Monetary Transaction	Amount
4	7/20/2018	A wire transfer was initiated from Premier Construction Services Inc's bank account (Bank of America x7271) to Lawyers Title of Nevada for Panorama Towers Condo, 4525 Dean Martin Drive, #706, Las Vegas, NV	\$363,586.97
5	10/21/2019	A wire transfer was initiated from Premier Construction Services Inc's bank account (Bank of America x7271) to OpenRoad Auto Group for a 2018 Mercedes	\$218,238
6	2/23/2022	A Premier Global employee wrote and signed a check from Premier Global Corporation's account (Simmons Bank x2976) to N915TF Leasing, LLC for aircraft leasing	\$60,014.50
7	4/7/2020	A wire transfer was initiated from Premier Construction Services Inc DBA Premier Construction Billing's account (Bank of America x0177) to Belize Title & Closing, LLC Parcel 5569	\$66,089.90
8	12/30/2019	A Premier Global employee wrote and signed a check from Premier Construction Services Inc.'s bank account (Bank of America x7271) to N400ZZ Leasing, LLC for a monthly share of an aircraft	\$162,500.00

Count	Date	Monetary Transaction	Amount
9	7/10/2020	A Premier Global employee wrote and signed a check from Premier Construction Services Inc.'s bank account (Bank of America x7271) to Craig Sharps Homes, Inc for a residence, 1737 N Summerchase Circle, Derby, Kansas 67037	\$76,364.87
10	4/1/2021	A Premier Global employee wrote and signed a check from Premier Global Corporations's bank account (Simmons Bank x2976) to Craig Sharps Homes, Inc for his residence, 1016 Summerchase Circle, Derby, Kansas 67037	\$202,030.19
11	2/22/2019	A Premier Global employee wrote and signed a check from Premier Construction Services Inc.'s account (Carson Bank x0574) to LV Stadium Events Company for a stadium suite at Allegiant Stadium	\$150,000
12	5/29/2018	A Premier Global employee wrote and signed a check from Premier Construction Services Inc's account (Bank of America x7271) to Intrust Bank Arena for a suite at Intrust Bank Arena.	\$25,000
13	3/01/2022	A Premier Global employee wrote and signed a check at the direction of Steve Parish from Premier Global Corporation's account (Simmons Bank x2976) to LV Stadium Events Company for Las Vegas Stadium Suite S212	\$375,000

In violation of Title 18, United States Code, Sections 1957 and 2.

COUNT 14

CONSPIRACY TO COMMIT SECURITIES FRAUD [18 U.S.C. § 371]

36. Paragraphs 1 through 35 are incorporated by reference.
37. Beginning at a date unknown, but in or about 2016 and through October 2022 inclusive, in the District of Kansas and elsewhere, the defendants,

**STEVEN PARISH, and
RICHARD DEAN,**

did knowingly conspire, confederate and agree with each other and other persons, known and unknown to the Grand Jury, to commit an offense against the United States, to wit; to knowingly and intentionally, by the use of means and instrumentalities of interstate commerce and the mails, directly and indirectly, in connection with the purchase and sale of securities, use and employ manipulative and deceptive devices and contrivances, in violation of Title 15, United States Code, Sections 78j(b) and 78ff(a), and Title 17, Code of Federal Regulations, Section 240, 10b-5, by (1) employing a device, scheme and artifice to defraud; (2) making untrue statements of material fact and omitting to state material facts necessary in order to make statements made, in light of the circumstances under which they were made, not misleading; and (3) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon purchasers of the investment contracts.

MANNER AND MEANS

The manner and means used to accomplish the objectives of the conspiracy included, among others, the following:

- a. Paragraphs 1 through 41 are specifically incorporated herein.

OVERT ACTS

The overt acts committed to accomplish the objectives of the conspiracy included, among others, the following:

- b. The defendants and/or unindicted co-conspirators formed factoring entities as described herein for the purpose of offering and selling promissory notes, and to be representative of a transferee investor in Premier's financial scheme.
- c. The defendants, related entities and/or unindicted co-conspirators opened bank accounts for the factoring entities with the purpose of transferring promissory note investor's funds to Premier, continue interest payments back to investors and make transaction-based compensation payments to sales agents.
- d. The defendants and related entities drafted and/or distributed promissory note offering documents, such as Private Placement Memos.
- e. The defendants and related entities retained agents for the purpose of soliciting investors to purchase the promissory notes.
- f. The defendants, related entities and/or unindicted co-conspirators recruited and managed sales agents and entered into Contractor Services Agreements for the purpose of paying transaction-based compensation for the sale of the promissory notes to investors.
- g. The defendants and related entities continued to offer and sale of promissory notes after government regulatory agencies revealing Premier's inability to substantiate its revenues.

In violation of Title 18, United States, Code, Section 371, with reference to Title 15, United States Code, Sections 78j(b) and 78ff(a), and Title 18, United States Code, Section 2, with reference to Code of Federal Regulations, Section 240.10b-5.

COUNTS 15-32

SECURITIES FRAUD
[15 U.S.C. § 78j(b) and 78ff(a)]

38. Paragraphs 1 through 37 are incorporated by reference.
39. Beginning at a date unknown but at least 2016 through on or about October 2022, inclusive, in the District of Kansas and elsewhere, the defendants,

STEVEN PARISH, and
RICHARD DEAN,

unlawfully, willfully and knowingly, by the use of means and instrumentalities of interstate commerce and the mail, directly and indirectly, used and employed, in connection with the purchase and sale of securities listed below, manipulative and deceptive devises and contrivances in contravention of Title 17, Code of Federal Regulations, Section 240.10b-5, by: (a) employing a device, scheme and artifice to defraud; (b) making untrue statements of material facts and omit to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon other persons, in connection with the purchase and sale of the securities listed below:

Count	Date	Investor (whose identity is known to the Grand Jury)	Security	Factoring Entity	Amount
15	11/6/2019	T.D. & C.D.	Promissory Note	PF-6, LLC	\$1,200,000.00
16	02/26/2020	D.C.	Promissory Note	PF-2, LLC	\$1,000,000.00
17	05/19/2020	W. 2018 Trust (B.W.)	Promissory Note	PF-3, LLC	\$50,000.00
18	09/03/2020	R.K.	Promissory Note	PF-5, LLC	\$148,500.00
19	04/27/2021	G.G.	Promissory Note	PF-6, LLC	\$300,000.00
20	07/30/2021	S. & Associates (N.S.)	Promissory Note	PFG, LLC	\$300,000.00
21	08/18/2021	T.D. & C.D.	Promissory Note	PF-4, LLC	\$3,240,000.00
22	02/01/2022	B.P.	Promissory Note	KCI, LLC	\$100,000.00
23	02/23/2022	C.B.	Promissory Note	KCI, LLC	\$450,000.00
24	03/25/2022	J.B. & A.B.	Promissory Note	PF, LLC	\$240,000.00
25	04/27/2022	S.B.	Promissory Note	PF, LLC	\$300,000.00
26	05/02/2022	L.A.G.	Promissory Note	KCI, LLC	\$662,000.00
27	05/16/2022	T.W.	Promissory Note	PF-6, LLC	\$1,200,000.00
28	06/06/2022	T.V.	Promissory Note	PF, LLC	\$350,000.00

Count	Date	Investor (whose identity is known to the Grand Jury)	Security	Factoring Entity	Amount
29	06/22/2022	E.G.	Promissory Note	KCI, LLC	\$100,000.00
30	07/10/2022	S.G.	Promissory Note	PF, LLC	\$702,700.00
31	07/28/2022	W.M.	Promissory Note	PF-7, LLC	\$300,000.00
32	08/16/2022	P.K.	Promissory Note	KCI, LLC	\$200,000.00

In violation of Title 15, United States Code, Sections 78j(b) and 78ff(a), and Title 18, United States Code, Section 2, with reference to Code of Federal Regulations, Section 240.10b-5.

COUNT 33

CONSPIRACY TO COMMIT WIRE AND BANK FRAUD
[18 U.S.C. § 1349]

40. Paragraphs 1 through 39 are incorporated by reference.

41. Beginning at a date unknown but at least 2016 through on or about October 2022, inclusive, in the District of Kansas and elsewhere, the defendants,

**STEVEN PARISH,
RICHARD DEAN, and
JOSHUA OWEN**

did knowingly combine, conspire, and agree with each other and with other persons known and unknown to the Grand Jury to commit offenses against the United States, to wit:

(a) The defendants devised and intended to devise a scheme and artifice to defraud another and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing and attempting to execute the scheme and artifice, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, in violation of Title 18, United States Code, Section 1343; and

(b) The defendants knowingly executed and attempted to execute a scheme or artifice to obtain money, funds, credits, assts, securities or other property under the custody and control of, a financial institution, by means of false or fraudulent pretenses, representation, and promises, in violations of Title 18, United States Code, Section 1344(2).

MANNER AND MEANS

The manner and means used to accomplish the objectives of the conspiracy included, among others, the following:

(a) Paragraphs 1 – 41 are specifically incorporated herein.

In violation of Title 18, United States Code, Sections 1349.

COUNT 34

WIRE FRAUD [18 U.S.C. § 1343]

42. Paragraphs 1 through 41 are incorporated by reference.

43. On or about July 1, 2022, in the District of Kansas and elsewhere, the defendants,

**STEVEN PARISH, and
JOSHUA OWEN**

devised and intended to devise a scheme and artifice to defraud another and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing and attempting to execute the scheme and artifice, transmitted and caused to be transmitted by means of wire, radio, and television communication in interstate and foreign commerce, any writings, signs, signals, pictures, and sounds, to wit: the defendants created false invoices purporting to be invoices factored by their business and transmitted those false invoices by interstate wire transmissions to the Oklahoma Department of Securities (ODS) in response to a Court Order filed June 23, 2022 in District Court of Oklahoma County case number CJ-2021-4397 to conceal the suspected fraudulent practices of defendant's business representations.

In violation of Title 18, United States Code, Sections 1343 and 2.

FORFEITURE NOTICE

44. The paragraphs contained in paragraphs 1-43 of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Sections 982(a)(1)(C), and 982(a)(2), (a)(2)(A) and 28 United States Code, Section 2461(c).

45. Upon conviction of one or more of the offenses set forth in Counts 1, 2, 33 and 34 of this Indictment, the defendants shall forfeit to the United States of America, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(2), any property, real or personal, which constitutes or is derived from the gross proceeds traceable to the offenses. The property to be forfeited includes, but is not limited to, the following:

- A. A forfeiture money judgment against each defendant in an amount equal to the amount of gross proceeds obtained or derived by that defendant from the commission of Counts 1, 2 and 33;

46. Upon conviction of one or more of the offenses set forth in Counts 3 through 13, the defendants shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in such offenses, or any property traceable to such property, including but not limited to, the following:

- A. A forfeiture money judgment against each defendant in an amount equal to the amount of gross proceeds obtained or derived by that defendant from the commission of Counts 3 through 13;

47. If any of the property described above, as a result of any act or omission of the defendants:

- A. cannot be located upon the exercise of due diligence;
- B. has been transferred or sold to, or deposited with, a third party;
- C. has been placed beyond the jurisdiction of the court;
- D. has been substantially diminished in value; or

E. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

A TRUE BILL.

November 25, 2025
DATE

s/Foreperson
FOREPERSON OF THE GRAND JURY

MATT TREASTER
ATTORNEY FOR THE UNITED STATES
Acting under Authority Conferred by 28 U.S.C. § 515.

By: /s/ Aaron L. Smith
AARON L. SMITH
Assistant United States Attorney
District of Kansas
1200 Epic Center, 301 N. Main
Wichita, Kansas 67202
Ph: (316) 269-6481
Fax: (316) 269-6484
Email: aaron.smith3@usdoj.gov
Ks. S. Ct. No. 20447

By: /s/ Katherine J. Andrusak
Katherine J. Andrusak
Assistant United States Attorney
District of Kansas
1200 Epic Center, 301 N. Main
Wichita, Kansas 67202
Ph: (316) 269-6481
Fax: (316) 269-6484
Email: katie.andrusak@usdoj.gov
Ks. S. Ct. No. 25961

IT IS REQUESTED THAT THE TRIAL BE HELD IN WICHITA, KANSAS

PENALTIES

Counts 1-2 [18 U.S.C. § 1344]

Bank Fraud

- Punishable by a term of imprisonment of not more than thirty (30) years. 18 U.S.C. § 1344.
- A term of supervised release of not more than five (5) years. 18 U.S.C. § 3583(b)(1).
- A fine not to exceed \$1,000,000.00. 18 U.S.C. § 1344.
- A mandatory special assessment of \$100.00. 18 U.S.C. § 3013(a)(2)(A).
- Forfeiture.

Counts 3-13 [18 U.S.C. § 1957]

Money Laundering

- Punishable by a term of imprisonment of not more than ten (10) years. 18 U.S.C. § 1957(b)(1).
- A term of supervised release of not more than three (3) years. 18 U.S.C. § 3583(b)(2).
- A fine not to exceed \$250,000. 18 U.S.C. § 3571(b)(3). In the alternative, the defendant may be fined not more than the greater of twice the amount of the criminally derived property involved in the transaction. 18 U.S.C. § 1957(b)(2).
- A mandatory special assessment of \$100.00. 18 U.S.C. § 3013(a)(2)(A).
- Forfeiture.

Count 14 [18 U.S.C. § 371]

Conspiracy to Commit Securities Fraud

- Punishable by a term of imprisonment of not more than five (5) years. 18 U.S.C. § 371.

- A term of supervised release of not more than three (3) years. 18 U.S.C. § 3583(b)(2).
- A fine not to exceed \$250,000. 18 U.S.C. § 3571(b)(3).
- A mandatory special assessment of \$100.00. 18 U.S.C. § 3013(a)(2)(A).

Counts 15-32 [15 U.S.C. § 78j and 78ff]

Securities Fraud

- Punishable by a term of imprisonment of not more than twenty (20) years. 15 U.S.C. § 78ff.
- A term of supervised release of not more than five (5) years. 18 U.S.C. § 3583(b)(2).
- A fine not to exceed \$5,000,000. 15 U.S.C. § 78ff.
- A mandatory special assessment of \$100.00. 18 U.S.C. § 3013(a)(2)(A).

Counts 33-34 [18 U.S.C. § 1349]

Conspiracy to Commit Wire and Bank Fraud

- Punishable by a term of imprisonment of not more than twenty (20) years. 18 U.S.C. § 1341.
- A term of supervised release of not more than three (3) years. 18 U.S.C. § 3583(b)(2).
- A fine not to exceed \$250,000. 18 U.S.C. § 3571(b)(3). In the alternative, the defendant may be fined not more than the greater of twice the gross gain or twice the gross loss. 18 U.S.C. § 3571(d).
- A mandatory special assessment of \$100.00. 18 U.S.C. § 3013(a)(2)(A).
- Forfeiture.