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**FILED**  
Superior Court of California  
County of Los Angeles

08/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By:           R. Redmond           Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

RELIANT LIFE SHARES, LLC, a California  
Limited Liability Company,

Plaintiff,

vs.

DANIEL B. COOPER, an individual; and  
RICHARD D. COOPER, in his capacity as  
Trustee of the 2010 Irrevocable Trust of BBC,

Defendants.

Case No. BC604858

*[Assigned to the Hon. Huey P. Cotton  
Department: A]*

**ORDER MODIFYING AND EXPANDING  
RECEIVERSHIP AND GRANTING  
ADDITIONAL POWERS TO RECEIVER**

DANIEL B. COOPER, an individual; and  
RICHARD D. COOPER, in his capacity as  
Trustee of the 2010 Irrevocable Trust of BBC,

Cross-Complainants,

vs.

SEAN MICHAELS, an individual, SCOTT  
GRADY, an individual, JOEL KLEINFELD,  
an individual, ANDREW MURPHY, an  
individual, RELIANT LIFE SHARES, LLC, a  
California Limited Liability Company, PB  
CONSULTING, LLC, a California Limited  
Liability Company, SMDC HOLDINGS, LLC,  
a California Limited Liability Company, and  
AMERICAN LIFE SHARES, INC.,

Cross-Defendants.

1           **WHEREAS**, on June 21, 2023 the Court entered an order captioned “Order After Hearing  
2 Directing Judgment Debtors to Freeze All Assets And Account Activity; Appointment of Receiver”;

3           **WHEREAS**, on June 23, 2023 the Court entered an order captioned “Order Appointing  
4 Limited Temporary Receiver”;

5           **WHEREAS**, on July 14, 2023 the Court entered an order captioned “Order Vacating in Part  
6 and Modifying June 21, 2023 Court Order”;

7           **WHEREAS**, following multiple hearings with counsel, on July 18, 2023 the Court entered  
8 a revised order vacating in part and modifying the prior Orders;

9           **WHEREAS**, following a hearing on July 28, 2023, the Court enters this Order Expanding,  
10 Modifying, and Supplementing Powers Granted to Receiver:

11           **THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:**

12           1)       The prior Receivership Orders, which were limited in scope, are hereby superseded,  
13 modified, amended, and expanded as provided herein. This Order is intended to and shall be the  
14 operative Order governing the Receivership from July 28, 2023, going forward.

15           2)       Christopher Conway, Managing Director at Longevity Asset Advisors, shall remain  
16 in place as the Court-appointed Receiver over Judgment-Debtor Reliant Life Shares, LLC  
17 (“Reliant”), and its subsidiaries, successors, and assigns.

18           3)       Exclusive Control of Assets and Property. The Receiver shall, and is hereby ordered,  
19 authorized and directed to take and to have immediate exclusive jurisdiction, control, and possession  
20 of any and all assets and property of or belonging to or in the possession of Reliant, real and  
21 personal, tangible and intangible, of whatever kind and description, regardless of where located or  
22 situated, including without limitation, cash, monies, securities, causes of action, claims, accounts,  
23 receivables, interests, and all viatical and life settlement insurance policies, including any foreclosed,  
24 forfeited, or beneficial interests therein and proceeds thereof (the "Assets"), together with the books,  
25 records, data, electronics, computers, servers, cloud storage, licenses, furniture, fixtures, equipment,  
26 documents, and writings of any kind, type, and/or description or other instrument or device by which,  
27 through, or upon which information has been recorded or preserved, including but not limited to  
28 memoranda, notes, letters, bank records, statements, checks, wire instructions, emails,

1 confirmations, tape recordings, electronic and digital media of all types, audio and video recordings  
2 and photographs (the "Receivership Records"). Collectively, the Assets and Receivership Records  
3 shall be referred to herein as the "Receivership Estate."

4 4) Exclusive Control of Business Operations & Receivership Estate. The Receiver shall  
5 assume and control the operations of Reliant. No person other than the Receiver, and those  
6 authorized by the Receiver or this Court to act on the Receiver's behalf, shall possess any authority  
7 to act by or on behalf of Reliant, so long as this Order is in effect. The powers and authorities of  
8 Scott Grady, Christopher Stevens, Alexandra Grady, Connor Grady, along with any other officers,  
9 directors, managers, members, partners, employees, and/or agents of Reliant are hereby suspended,  
10 effective July 28, 2023.

11 5) Additional Records. The Receiver shall also have access to, without limitation, any  
12 and documents previously or hereinafter in the possession of Reliant, Grady, Stevens, Walton, and  
13 Locke Lord (i) relating to Sean Michaels (including the following entities that the Court has found  
14 are alter egos of Sean Michaels: PB Consulting, LLC, a California limited liability company, PB  
15 Consulting #2, LLC, a California limited liability company, the 2007 Irrevocable Octopus Trust, the  
16 2007 Irrevocable MMA Trust, the RLM Trust, and 18LS Holdings, LLC, a California limited  
17 liability company); Scott Grady (including the following entities that the Court has found are alter  
18 egos of Scott Grady: Laforce Holdings, LLC, a California limited liability company, Tristan Capital,  
19 Inc., a California Corporation, the RLS Trust, and the SLG Trust) and the following judgment  
20 debtors: Romelli Cainong, Trustee for the 2007 Irrevocable Octopus Trust, and any other successor  
21 trustee of said Trusts) which collectively constitute "Additional Records" as defined herein.

22 6) Turnover to Receiver; Cooperation with Receiver. Reliant, including but not limited  
23 Scott Grady, Christopher Stevens, Alexandra Grady, Connor Grady, along with any other officers,  
24 directors, managers, members, partners, employees, and/or agents are hereby ordered and directed  
25 to surrender and deliver to the Receiver, within three (3) business days following the entry of this  
26 Order, any possession of the Assets and the entire Receivership Estate, as well as the Additional  
27 Records noted in paragraph 5. The foregoing individuals and entities shall fully cooperate with the  
28 Receiver in the turnover of the Assets and the Receivership Estate. All such parties are hereby

1 enjoined and restrained from interfering with or hindering the Receiver in carrying out and  
2 performing the duties of the Receiver under this Order.

3 7) Appointment of Consultants/Professionals. The Receiver is hereby authorized to  
4 employ and utilize the services of legal counsel, actuaries, accountants, servicers, consultants, and  
5 experts, as he deems necessary to assist him in discharging his duties. This includes the services of  
6 Womble Bond Dickinson (“WBD”) and Longevity Asset Advisors, LLC (“Longevity”), which  
7 entities are already authorized by the Court in this case. Reasonable expenses and fees charged by  
8 WBD and Longevity for their respective services shall be submitted to the Court for approval and  
9 payment, but shall not be applied against any monthly cap on Receiver’s fees in existence for June  
10 or July 2023.

11 8) Compensation of Consultants/Professionals. The Receiver, WBD, Longevity, and  
12 any other Consultant/Professional engaged by the Receiver are entitled to reasonable compensation  
13 from the Assets now held by or in the possession or control of or which may be received by Reliant.  
14 Compensation shall be commensurate with their respective duties and obligations under the  
15 circumstances, and subject to approval by this Court. Each month, the Receiver shall prepare and  
16 submit to the Court a written account of his fees and expenses. The accounting shall be served on  
17 all parties. Any challenge to the Receiver’s fees by Reliant, Cooper, or any third party must be made  
18 in writing to the Court within ten (10) days of being served with the accounting. For purposes of  
19 this provision, the effective date for the inception of services and expenses of the Receiver shall be  
20 June 21, 2023.

21 9) Additional Turnover Assistance. Upon the request of the Receiver, the United States  
22 Marshal's Office, the local authorities, or a private security firm, is hereby ordered to assist the  
23 Receiver in carrying out his duties to identify, take possession, custody, or control of, identify the  
24 location of, recover, collect, preserve, protect, liquidate, or maintain any Assets or Receivership  
25 Records. The Receiver is authorized to remove any person from any premises, property, or real estate  
26 constituting a Receivership Asset that attempts to interfere with the Receiver, his attorneys, or other  
27 designated or appointed agents in the performance of their duties.

1           10)   Locks/Keys. The Receiver shall have access to all locks, keys, combinations or  
2 access codes for locks, access cards, and other means to access locked areas of any property or  
3 Assets of the Receivership Estate, including all lockboxes and locked drawers and cabinets. The  
4 Receiver is authorized to make copies of such keys, access cards, and other means to access locked  
5 areas of the Property and the Receivership Estate, for the Receiver’s use in the administration of the  
6 Receivership Estate. The Receiver is further authorized to change any locks or other security  
7 mechanisms with respect to any premises or other assets that constitute or contain Receivership  
8 Assets or Receivership Records.

9           11)   Electronics & Administrative Rights. The Receiver shall have administrative access  
10 and privileges for any and all electronic databases, software programs, servers, applications,  
11 Quickbooks, cloud servers, etc. Upon notice of this Order by private process or otherwise, Reliant  
12 and any third-party provider, shall immediately provide Receiver with full and complete access to  
13 any software or data systems of Reliant that contain information relevant or necessary for the  
14 Receiver to obtain “a comprehensive understanding of the operational history, asset utilization, and  
15 potential liabilities” of Reliant, as outlined in this Court’s June 23, 2023 Order. Such access shall  
16 include Receiver’s ability to download documents and run reports (as well as WBD, Longevity, and  
17 any other designee of Receiver), and shall not require Receiver, WBD, or Longevity, to modify  
18 technology or data security systems in order to login or obtain access to said data. Additionally,  
19 Receiver’s access shall not depend upon the availability of Reliant personnel in order to obtain  
20 access. Receiver shall also have the authority to limit access and/or lock out users or participants  
21 with access to the extent necessary to preserve the Books & Records of the Receivership Estate  
22 and/or prevent any deletion, destruction, transfer, or conveyance of any Books & Records or Assets.

23           12)   Existing Accounts/Signatory Authority. Receiver is authorized to assume control of  
24 any be named as authorized signatory for any and all financial accounts held at any institution for or  
25 on behalf of Reliant, or the Reliant Life Shares Series Trust, including accounts with Bank of Utah,  
26 UMB, Wells Fargo, Bank of America, or any other financial institution. This includes all accounts  
27 that have possession, custody, or control of any Assets or funds of Reliant, its subsidiaries,  
28 successors, affiliates, etc. The Receiver shall have the ability to communicate directly with

1 personnel at these financial institutions in relation to the same. Additionally, Receiver is authorized  
2 to have immediate direct access to, and if necessary assume control of, any and all financial accounts  
3 held by or on behalf of Old Ranch Road Business Services, LLC; RLS LLC; RLS Financial Services,  
4 LLC; Life Shares Inc./LLC; and Laforce Holdings, LLC (to the extent these entities exist and/or  
5 have accounts).

6       13) New Accounts. The Receiver shall be authorized to open one or more new banking,  
7 operating, or escrow accounts (each a “Receiver Account”) to be held and operated under the  
8 Receiver’s control, with respect to the Assets and the Receivership Estate. The Receiver is  
9 authorized to take control of and convert to Receiver Accounts any existing bank accounts in the  
10 name of Reliant, Old Ranch Road Business Services, or the following entities that the Court has  
11 found to be alter egos of Scott Grady: Laforce Holdings, LLC, Tristan Capital, Inc., the RLS Trust  
12 or RLS, LLC, and the SLG Trust or SLG, LLC). The Receiver shall be the sole signatory on any  
13 Receiver Accounts, or any existing Accounts of which the Receiver takes control.

14       14) Successor Trustee. To the extent necessary, the Receiver is authorized to identify  
15 and engage a replacement/successor Trustee for The Bank of Utah, as trustee of the Reliant Life  
16 Shares Series Statutory Trust Second Amended and Restated Agreement and Declaration of Trust  
17 dated March 16, 2023 (“Reliant Life Shares Series Trust”). The Receiver also has authority to  
18 discuss the terms of re-engagement/ withdrawal of the resignation notice by the Bank of Utah as  
19 Receiver deems appropriate.

20       15) Substitute Trustee for RLS, LLC as Grantor. Effective immediately, the Receiver  
21 shall be designated as the substitute Grantor under the Reliant Life Shares Series Trust, and the  
22 Receiver shall have the authority to amend, modify or re-negotiate the terms of said trust as  
23 necessary to protect any available Assets and accomplish the directives of this Order.

24       16) No Set-Off. No bank, savings and loan association, other financial institution, or any  
25 other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help  
26 whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this  
27 Court.

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1           17)    Leases. The Receiver shall have exclusive control over any Leases of any kind or  
2 nature whatsoever, including those leases paid out of accounts belonging to Reliant. Receiver, at  
3 his sole discretion, shall have the exclusive authority to enforce, modify, amend, or terminate any  
4 Leases, and Receiver (or his designees) shall have the authority to enter any premises encumbered  
5 by a lease or contract in order to manage, control, and maintain the business operations of Reliant.

6           18)    Contracts. The Receiver is authorized to enter into contracts and agreements for the  
7 operation, preservation, maintenance, and security of the Assets and to perform the duties of the  
8 Receiver for the benefit of the Receivership Estate (“Contracts”), including Contracts with  
9 Professionals, and is authorized to pay expenses and charges under such Contracts from Property  
10 Funds held by the Receiver or from other funds available to the Receiver, subject to the provisions  
11 herein. The Receiver may amend, modify or terminate any Contracts, or any existing contracts or  
12 agreements involving the Assets entered into prior to the date of this Order that the Receiver  
13 determines not to be beneficial to the duties of the Receiver for the Receivership Estate. The  
14 Receiver shall not be bound by any existing contract or agreement entered into by Reliant (prior to  
15 Receiver’s appointment) that Receiver does not expressly assume in writing. For any new contract  
16 or proposed modification to an existing contract, under which the Receiver’s obligation exceeds or  
17 reasonably could exceed Twenty-Five Thousand Dollars (\$25,000), Defendants’ counsel shall have  
18 three business days to approve or oppose the proposed Contract, which filing shall specify the terms  
19 of the proposed contract, the fees and costs thereunder that are in dispute. In the event of such filing,  
20 this Court shall have the final determination; otherwise, the contract is deemed approved.

21           19)    Expedited Discovery & Depositions. Immediately upon entry of this Order, the  
22 Receiver may take depositions upon oral examination of, and obtain the production documents from,  
23 parties and non-parties subject to five (5) business days’ notice. In addition, immediately upon entry  
24 of this Order, the Receiver shall be entitled to serve interrogatories, requests for the production of  
25 documents and requests for admissions. Those parties receiving the same shall respond to such  
26 discovery requests within ten (10) calendar days of service. Service of discovery requests shall be  
27 sufficient if made upon the parties by email or overnight courier. Depositions may be taken by  
28 telephone, video-conference, Zoom/Web-Ex or other remote electronic means.

1           20)    Investigation & Litigation. The Receiver is authorized to investigate, initiate, defend,  
2 negotiate, settle, or otherwise dispose of any claim or litigation that concerns the Assets or the  
3 Receivership Estate. This includes taking such actions as the Receiver deems necessary, including  
4 commencing legal proceedings for and on behalf of Reliant, its investors and creditors, against those  
5 individuals, corporations, partnerships, associations, and/or unincorporated organizations, which the  
6 Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or  
7 transferred monies or other proceeds directly or indirectly traceable from investors in Reliant or its  
8 Assets, and issuing Subpoenas for documents and testimony relating to the same. This specifically  
9 includes actions against any members, officers, directors, employees, affiliates, successors,  
10 subsidiaries, or any persons acting in concert or participation with them, and such actions may  
11 include, but not be limited to, rescission and restitution, the collection of debts, seeking imposition  
12 of constructive trusts, disgorgement of profits, recovery and/or avoidance of fraudulent transfers or  
13 otherwise.

14           21)    Third Party/Collateral Actions. In connection with any third-party litigation or other  
15 collateral actions, the Receiver shall seek the approval of the Court, prior to filing, and as it concerns  
16 the filing of any Complaint, and the hourly rates and/or fee structure for said litigation, to the extent  
17 such hourly rates or structure differ(s) from those charged in connection with the initial investigation  
18 and receivership administration, which fees shall also be subject to approval of the Court.  
19 Defendants' counsel shall have ten (10) days to object to the same.

20           22)    Communications with Receiver. Receiver is hereby authorized to direct all insurance  
21 companies that have issued policies in which Reliant or its investors have an interest or repurchase  
22 right of any kind, including the Transferred Policies, to provide prior notice to the Receiver (in lieu  
23 of any employee or representative of Reliant) in the event that any policy is subject to lapse for a  
24 failure to pay premiums, or any delay in the paying of premiums, on the policy. Notice shall be sent  
25 to the Receiver – Christopher Conway c/o Longevity Asset Advisors, LLC, 2472 Jett Ferry Road,  
26 Suite 400-191, Atlanta, Georgia 30338; [cconway@longevityaa.com](mailto:cconway@longevityaa.com).

27           23)    The Portfolio. With respect to any insurance policy, Receiver is authorized and  
28 empowered as follows:



- 1           i.    The Receiver may expend funds to pay insurance policy premiums on behalf of  
2 investors in policies owned by the Reliant Life Shares Series Trust, or give instruction  
3 to the trustee of the Reliant Life Shares Series Statutory Trust such that payments be  
4 made, as Receiver instructs, in order to protect any policies from lapsing or as such  
5 premiums become due in the ordinary course.
- 6           ii.   The Receiver is hereby authorized to immediately arrange for and direct a transfer of  
7 any life insurance policies in which Reliant or its investors have an interest of any  
8 kind, to The Bank of Utah, as Trustee for the Reliant Life Shares Series Trust or any  
9 subtrusts thereof.
- 10          iii.   The Receiver is authorized to direct, instruct, communicate with, and/or or give  
11 directions to the Bank of Utah or any successor Trustee, Montage or any other service  
12 provider, to provide to Receiver, copies of all mail and written correspondence  
13 received relating to the policies by immediately depositing such documents in the  
14 Receiver's Box folder.
- 15          iv.    The Receiver is hereby authorized to direct all insurance companies to communicate  
16 directly with him with respect to any insurance policies in which Reliant or its  
17 investors have an interest or repurchase right of any kind, including the policies  
18 identified in the Superior Life Transaction (the "Superior Life Policies"), and to  
19 provide Receiver with all correspondence and/or documentation, including but not  
20 limited to grace notices, lapse notices, premium payment histories, illustrations, and  
21 any other policy documentation requested for such policies.
- 22          v.    The Receiver is hereby authorized to direct and require all insurance companies that  
23 have issued policies in which Reliant or any of its investors have an interest of any  
24 kind, to provide Receiver with all communications relating to any policy or claim  
25 thereunder (including, but not limited to, notification of the death of an insured  
26 covered by a policy) and to accept and process any claim forms or other policy-  
27 related forms that are executed by the Receiver.
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- 1 vi. The Receiver is hereby authorized to require all banks, trustee, financial institutions,  
2 and life insurance companies involved in paying or distributing any benefits on  
3 matured policies in which Reliant has an interest or investors of Reliant have an  
4 interest of any kind, to pay such death benefits directly to Receiver for the benefit of  
5 the Reliant Life Shares Series Trust (or its subtrusts), or in the event of the policies  
6 where the ownership may be in question, to a separate escrow account, until further  
7 order of this Court. Receiver shall maintain any such benefits in an interest-bearing  
8 account. Receiver shall obtain, confirm, and maintain an accounting as to the identity  
9 of all investors and/or owners and/or beneficiaries who may claim an interest in any  
10 matured policy, and is authorized to demand such information from Superior (or its  
11 servicers) as to the policies identified in that transaction.
- 12 vii. The Receiver is hereby authorized to direct the Bank of Utah (the successor trustee)  
13 or the servicer to contact the insurance carriers on every policy in order to obtain  
14 updated account and surrender values and dates thereof, the most recent COIs and  
15 monthly deductions and dates thereof, amount of most recent premium credited and  
16 dates credited to each policy.
- 17 viii. The Receiver is authorized to require all trustees, banks, financial institutions and life  
18 insurance companies involved in the paying and distributing of any benefits on  
19 matured policies in which investors or Defendants may have an interest to pay such  
20 benefits directly to Receiver, who will deposit such funds in an account as directed  
21 by the terms of this Order until further adjudication or release by this Court.
- 22 ix. Any distribution /disbursement of said benefits shall be subject to Court approval,  
23 and Judgment Creditors shall have the right to object to any proposed distribution/  
24 disbursement of said motion for same.
- 25 x. The Receiver shall have the right to obtain updated contact and medical information  
26 regarding viators/insureds life settlement policies concerning Reliant Life Shares,  
27 LLC, and all health care providers who are served with a copy of this Order and a  
28 written request by the Receiver shall be authorized and compelled to immediately

1 release a copy to the Receiver of all records relative to the care, treatment, and health  
2 of the insured/viator of a policy so requested by the Receiver for the purpose of  
3 evaluating and predicting health and life expectancy, and the insured/viator under the  
4 Policy being required to provide the Receiver with (i) current contact information for  
5 the insured/viator, (ii) Health Insurance Portability and Accountability Act of 1996  
6 compliant medical authorizations, (iii) contact information for all physicians and  
7 other medical providers who have treated the insureds/viators during the previous  
8 five-year period, and (iv) any and all medical information generated during the  
9 previous five year period pertaining to the insureds’/viators’ health and/or medical  
10 condition, and the Receiver shall be entitled to seek enforcement of this paragraph as  
11 to any person, including by way of example, and not limitation, an application for a  
12 finding of contempt.

13 xi. The Receiver shall be notified immediately if Trustee or servicer has been informed  
14 or does not believe they have standing on any specific policy to call the carrier to  
15 comply with this Order in any way whatsoever.

16 24) Superior Transaction. The Receiver is specifically authorized to continue his review  
17 and analysis of the Purchase and Sale Agreement with Superior Life Finance, LLC. The Receiver  
18 shall not be constrained in his ability to discuss and/or negotiate the terms of said transaction; except  
19 that Receiver may explore alternative options as a substitute for this source of funding, and any final  
20 alternative options, proposed modifications, amendments, cancellation, repudiation, or other  
21 recommendations shall be presented to the Court for approval.

22 25) Reporting by Receiver. The Receiver shall from time to time, but at least every sixty  
23 (60) days, provide to the Court and all counsel of record in this case, a report of the Receivership  
24 Estate, including all receipts and expenditures of and by the Receiver, the Receiver's activities with  
25 regard to the Assets, and a status of the condition of the Receivership Estate (each a “Receiver  
26 Report.”) Upon termination of the Receivership, the Receiver shall within sixty (60) days thereafter  
27 deliver a final Receiver Report. Any and all costs incurred by the Receiver shall be paid from the  
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1 Receivership Assets. For purposes of this provision, the effective date for the inception of services  
2 and expenses of the Receiver and professionals retained by the Receiver, shall be June 21, 2023.

3       26) Licenses and Permits. The Receiver is authorized to use any existing licenses,  
4 permits or registrations of Reliant as required, and to apply for and obtain any licenses or permits  
5 deemed necessary by the Receiver to operate the Receivership Estate. The Receiver may pay the  
6 costs and fees for any licenses or permits for the Property from Property Funds held by the Receiver.  
7 The Receiver may take action to preserve, maintain, amend, modify, or cancel any license or permit  
8 in the discretion of the Receiver.

9       27) Mail. The Receiver is authorized to have access to and review all mail of Reliant,  
10 Old Ranch Road Business Services, LLC, and any other mail that concerns the Assets or the  
11 Receivership Estate. The United States Postal Service is directed to provide any information requested by  
12 the Receiver regarding Reliant, the Assets, or the Receivership Estate, and to handle future deliveries of  
13 the mail for the same as directed by the Receiver.

14       28) Exercise of Remedies. The Receiver shall be authorized to pursue and exercise any  
15 and all remedies available to Reliant, including foreclosure, without requiring further consent from  
16 this Court. No existing lien, claim, or other security interest in the investor contracts or fractional  
17 interests shall be affected by this Order, nor shall the appointment of the Receiver impair Trustee's  
18 or Receiver's right or ability to proceed with any judicial or nonjudicial foreclosure of the Assets  
19 now or in the future, with the express understanding that judicial or nonjudicial foreclosure of the  
20 Property may occur without further order of the Court.

21       29) Liability of Receiver. Except for an act of gross negligence or intentional  
22 misconduct, as determined by a Final Order, the Receiver and all persons and entities engaged or  
23 employed by him (including, without limitation, any of their partners, principals, employees, or  
24 agents) shall not be liable for any loss or damage incurred by any person or entity by reason of any  
25 act performed or omitted to be performed by the Receiver or those engaged or employed by him in  
26 connection with the discharge of their duties and responsibilities in connection with the receivership.  
27 This provision shall apply to claims based on conduct of the Receiver and all other persons who may  
28 be engaged or employed by the Receiver hereunder during the term of the appointment by this Court,

1 even if such claims are filed after the termination of any such appointment. Any claims or actions  
2 asserting liability against the Receiver, or the Receiver’s agents, employees, Professionals, and  
3 contractors shall be brought by motion in this action. Any liability incurred by, or recourse against,  
4 the Receiver other than for gross negligence, willful misconduct, malfeasance, bad faith, reckless  
5 disregard of duties, or actions in violation of orders of this Court, will be limited to, in order of  
6 priority, first to applicable insurance coverages inuring to the Assets and to the Receiver (including  
7 its employees, agents, attorneys or contractors), and second to the funds generated by the Assets and  
8 received by the Receiver in the course of the Receivership.

9         30) Resignation of Receiver. If Receiver seeks to resign his appointment as Receiver,  
10 the Receiver shall first give 30-day written notice to counsel of record in this case, and the Court, of  
11 the Receiver’s request to resign.

12         31) Additional Powers of Receiver. The Receiver is hereby vested with any and all  
13 authority necessary or appropriate, to carry out the intent and purpose of this Order, and to operate  
14 and maintain the Property and the Receivership Estate.

15         32) Authority of Court. The Receivership shall continue in effect until terminated by  
16 further order of this Court. This Court shall retain jurisdiction and supervision concerning the  
17 Receiver, the Receivership created by this Order, and the interpretation and implementation of this  
18 Order.

19                                   **NO INTERFERENCE WITH RECEIVER**

20         **IT IS FURTHER ORDERED** that Reliant, Scott Grady, Christopher Stevens, Alexandra  
21 Grady, and Connor Grady, and all persons receiving notice of this Order by personal service, or any  
22 other means, are hereby restrained and enjoined from directly or indirectly taking any action, or  
23 causing any action to be taken, without the express written agreement of the Receiver, which would  
24 interfere with the Receiver’s actions to take control, possession, or management of any Assets. Such  
25 prohibited actions include but are not limited to, using self-help or executing or issuing or causing  
26 the execution or issuance of any court attachment, subpoena, replevin, execution, or other process  
27 for the purpose of impounding or taking possession of or interfering with or creating or enforcing a  
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1 lien upon any Assets; or to hinder, obstruct or otherwise interfere with the Receiver in the  
2 performance of his duties.

3 This also includes and all persons receiving notice of this Order are prohibited from  
4 concealing, destroying or altering records or information; dissipating, distributing, or otherwise  
5 diminishing the value of any Assets; such prohibited actions include but are not limited to, releasing  
6 claims or disposing, transferring, exchanging, assigning, encumbering, or in any way conveying any  
7 Assets, enforcing, judgments, assessments or claims against any Assets or any Reliant, attempting  
8 to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any insurance  
9 policy, lease, loan, mortgage, indebtedness, security agreement, life settlement, or other agreement  
10 executed by any Reliant or which otherwise affects any Assets; or interfere with or harass the  
11 Receiver, or interfere in any manner with the exclusive jurisdiction of this Court over the Assets.  
12 The Receiver shall promptly notify the Court and counsel of record of any failure or apparent failure  
13 of any person or entity to comply in any way with the terms of this Order. Notwithstanding the  
14 foregoing, Counsel for Judgment Creditors shall not be restrained or enjoined from enforcing  
15 Judgment Creditors' Judgment.

16 **FINANCIAL INSTITUTION REQUIREMENTS**

17 **IT IS FURTHER ORDERED** that all banks, brokerage firms, financial, institutions, and  
18 other persons, corporations, partnerships or entities that have possession, custody or control of any  
19 Assets in the name or for the benefit, directly or indirectly, of the Receivership Estate that receive  
20 actual notice of this Order by personal service, or any other means shall: not liquidate, transfer,  
21 disburse, distribute, cancel, sell, convey or otherwise transfer any assets, securities, funds, or  
22 accounts in the name of or for the benefit of the Receivership Estate, or involving Defendants, except  
23 upon instructions from the Receiver or by order of this Court; not exercise without the permission  
24 of the Court, any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse  
25 to transfer any funds or assets to the Receiver's control; and any such institution shall, within seven  
26 (7) calendar days of receipt of this Order, serve on the Receiver, a statement or report setting forth,  
27 with respect to each such account or other Asset, the balance in the account or description of the  
28 assets as of the close of business on the date of receipt of the notice; and cooperate immediately to

1 provide information and to transfer funds, assets and accounts to the Receiver or at the direction of  
2 the Receiver.

3 **PRESERVING RECORDS**

4 **IT IS FURTHER ORDERED** that Defendants and their officers, directors, agents,  
5 employees, servants, managers, general and limited partners, trustees, employees, attorneys and  
6 accountants, any bank or financial institution holding any Assets or information belonging to or  
7 relevant to the Receivership Estate and all persons or entities in active concert or participation with  
8 them, and each of them, are restrained and enjoined from destroying, transferring or otherwise  
9 rendering illegible or inaccessible all books, records, papers, ledgers, accounts, statements and other  
10 documents, which reflect the business activities of Reliant, including those described in any of the  
11 prior orders in this action.

12 **FREEZE ORDER IN EFFECT**

13 Until further order of this Court, all assets of or under the control of Reliant Life Shares,  
14 LLC, or that are attributable to funds provided to Reliant Life Shares, LLC by an investor or client  
15 of Reliant Life Shares, LLC, are frozen until possessed by the Receiver. Reliant Life Shares, LLC,  
16 Grady, Stevens, and any other officers, directors, managers, trustees, members, escrow agents,  
17 employees, accountants, representatives, facilitators, agents, servants, employees, attorneys, and all  
18 other persons and entities in active concert or participation with them, are hereby restrained and  
19 enjoined from, directly and indirectly, conveying, disbursing, divesting, distributing, using,  
20 withdrawing, transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating,  
21 or otherwise disposing of, or withdrawing any assets and property owned by, controlled by, or in  
22 the possession of Reliant , Old Ranch Road Business Services, LLC, or, the Reliant Life Shares  
23 Series Trust (or its subtrusts), without first obtaining advance written permission from the Receiver  
24 or this Court. This freeze shall include, but not be limited to, those funds located in any bank  
25 accounts, brokerage accounts, or any other accounts or property of Reliant, Grady, and the  
26 foregoing named entities).

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1 Except as explicitly set forth, this Order is not intended to abrogate any provision of prior Orders  
2 of this Court.

3 **IT IS SO ORDERED.**

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5 Dated: August G, 2023

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7 By: Huey Cotton  
8 Honorable Huey P. Cotton  
9 Judge of the Superior Court

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**PROOF OF SERVICE**  
**STATE OF CALIFORNIA, COUNTY OF ORANGE**

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 400 Spectrum Center Drive, Suite 1700, Irvine, CA 92618.

On August 1, 2023, I served the foregoing document described as:  
**ORDER MODIFYING AND EXPANDING RECEIVERSHIP AND GRANTING  
 ADDITIONAL POWERS TO RECEIVER**

on the interested parties listed below in the manner prescribed below:

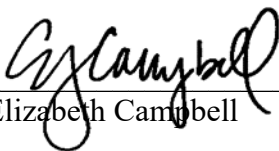
<p>L. Richard Walton, Esq.          Walton &amp; Walton, LLP          4640 Admiralty Way          Fifth Floor          Marina del Rey, California 90292          Tel: 310-496-5835          Fax: 310-464-3057          Email: <a href="mailto:rwalton@taxtriallawyers.com">rwalton@taxtriallawyers.com</a>  <b>Attorneys for Plaintiff and Cross-Defendant, RELIANT LIFE SHARES, LLC</b></p>	<p>Christopher Moore Stevens, Esq.          1010 Wilshire Boulevard          Suite 1011          Los Angeles, California 90017          Tel: 310-990-0459          Fax: 213-289-1925          Email: <a href="mailto:cms@cmoorestevens.com">cms@cmoorestevens.com</a>  <b>Attorneys for Cross-Defendants, SCOTT GRADY AND AMERICAN LIFE SHARES, INC.</b></p>
<p>Timothy W. Fredricks, Esq.          Jared M. Ahern, Esq.          Winget Spadafora Schwartzberg LLP          1900 Avenue of the Stars          Suite 450          Los Angeles, California 90067          Tel: 310-836-4800          Fax: 310-836-4801          Email: <a href="mailto:fredricks.t@wssllp.com">fredricks.t@wssllp.com</a>  <b>Attorneys for Judgment Debtors, SEAN MICHAELS AND PB CONSULTING, LLC</b></p>	<p>Joshua P. Friedman, Esq.          Joshua P. Friedman and Associates 23679          Calabasas Road          Suite 377          Calabasas, California 91302          Tel: 310-278-8600          Fax: 310-388-5421          Email: <a href="mailto:jfriedman@jpfassociates.com">jfriedman@jpfassociates.com</a>  <b>Attorneys Cross-Defendant, SEAN MICHAELS</b></p>
<p>Kyle Roehler, Esq.          Foland, Wickens, Roper, Hofer &amp; Crawford,          PC 1200 Main St., Suite 2200            Kansas City, Missouri 64105          Tel: 816-472-7474; 816-460-2837          Mobile: 816-260-5540          Fax: 816-472-6262          Email: <a href="mailto:kroehler@fwpcplaw.com">kroehler@fwpcplaw.com</a>  <b>Attorneys for Plaintiff and Cross-Defendant, RELIANT LIFE SHARES, LLC</b></p>	<p>Daniel A. Solitro, Esq.          LOCKE LORD, LLP          300 South Grand Avenue, Suite 2600 Los          Angeles, CA 90071          Tel: (213) 687-6747          Fax: (213) 341-6747          Email: <a href="mailto:DSolitro@lockelord.com">DSolitro@lockelord.com</a>          Email: <a href="mailto:BCasey@lockelord.com">BCasey@lockelord.com</a>          Email: <a href="mailto:Ana.Chairez@lockelord.com">Ana.Chairez@lockelord.com</a>  <b>Attorney for Plaintiff and Cross-Defendant, RELIANT LIFE SHARES, LLC</b></p>
<p>Tikran Babayan          Ramond Babaian          Valiant Law          800 Ferrari Lane, Suite 100          Ontario, CA 91764          Main 909.677.2270          Fax 909.677.2290          Email: <a href="mailto:TB@valiantlaw.com">TB@valiantlaw.com</a>          Email: <a href="mailto:rb@valiantlaw.com">rb@valiantlaw.com</a></p>	

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XX **BY ELECTRONIC MAIL:** By attaching an electronic copy of the document listed above to the email addresses listed above.

XX **STATE:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 1, 2023, at Irvine, California.

  
\_\_\_\_\_  
Elizabeth Campbell