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10 Attorney for Plaintiff, Cross-Defendant and Judgment Debtor
11 RELIANT LIFE SHARES, LLC

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**
14

15 RELIANT LIFE SHARES, LLC A California
Limited Liability Company
16
17 Plaintiff,

18 vs.

19 DANIEL B. COOPER, an individual; and
20 RICHARD D. COOPER in his capacity as
trustee for 2010 IRREVOCABLE TRUST OF
21 BBC,
22 Defendants.

23 AND ALL RELATED CROSS ACTIONS
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FILED
Superior Court of California
County of Los Angeles

JUN 23 2023

David W. Staylor, Executive Officer/Clerk of Court
By: R. Redmond, Deputy

Case No. BC604858
(Assigned to the Hon. Huey P. Cotton Dept.:
A)

**~~PROPOSED~~ ORDER APPOINTING
LIMITED TEMPORARY RECEIVER**

Action Filed: December 21, 2015
Trial Date: None Set

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1 **THE COURT ORDERS THE FOLLOWING:**

2 1. Christopher Conway, of Longevity Asset Advisors, LLC, 2472 Jett Ferry Road, Suite
3 400-191, Atlanta, Georgia 30338, with the phone number of (404) 618-0998 (extension #2) is hereby
4 appointed the Limited Temporary Receiver ("Receiver") for the purposes of this Order. Within five
5 days hereof, the Receiver shall file with the Clerk of the Court a bond in the sum of \$50,000 to assure
6 his conscientious performance of the duties and responsibilities imposed by this Order.

7 2. The Receiver's rights and obligations pursuant to this Order shall be as expressly
8 stated herein and shall expire upon full satisfaction by Reliant Life Shares, LLC ("Reliant") of its
9 obligations under the Third Amended Judgment entered by the Court on May 12, 2021 ("Judgment")
10 or earlier as ordered by the Court. Reliant and Scott Grady ("Grady" and collectively with Reliant,
11 "Judgment Debtors") owe judgment creditors Daniel B. Cooper and Richard D. Cooper (collectively,
12 "Cooper") pursuant to the Judgment payable to Cooper, not including any interest that may accrue
13 on the amount owed by the Judgment Debtors on the Judgment subsequent to the date of this Order.

14 3. The Receiver shall forthwith be permitted to inspect and make copies of the following
15 documents ("Records"):

- 16 a. Any documents previously ordered by the Court be provided to Cooper by the
17 Judgment Debtors that are not already in the possession of Cooper or the Receiver.
- 18 b. Financial reports and any other documents in Reliant's possession, control or held
19 by a third party, sufficient to fully disclose the provenance, purchase, resale,
20 pledge, and the sale of interests of any policies and their associated operations.
21 This shall include, but not be limited to, any any assets, revenues, profits,
22 expenses, forfeiture rates, and the procedures encompassing the collection of
23 premium calls and other associated processes of Reliant for any fiscal period of
24 Reliant since 2020. Furthermore, the Receiver shall have explicit authority to
25 directly communicate with insurance companies related to each policy for a
26 comprehensive understanding of the operational history, asset utilization, and
27 potential liabilities.
- 28 c. All communications and correspondence from Reliant to any investor owning a

1 beneficial interest in any life insurance policy held within any series trust shall be
2 comprehensively documented and made readily available to the Receiver. This
3 includes but is not limited to: notices from Reliant to any investor that owns a
4 beneficial interest in any life insurance policy held in any series trust regarding
5 premium payments owing by such an investor, any discussions about potential
6 investments, and any other written correspondence between Reliant and such
7 investors relating to such notices.

8 d. Records in Reliant's possession or control, or in the possession or control of any
9 vendor, service provider or other party affiliated with Reliant, reflecting any
10 premium payments paid by any investor that owns a beneficial interest in any life
11 insurance policy held in any series trust (or failure to pay any premium owed by
12 such investor). This shall include copies of Trust agreements, servicing
13 agreements with Montage Financial Group, Inc., Kango Group, Inc., Superior Life
14 Finance, LLC, and any other entities engaged in activities related to the current
15 condition of the Reliant policies. Also, included are origination agreements, and
16 the documents used for the purchase of policies, irrespective of the transactional
17 structure of each purchase. These records should be sufficient to show the status
18 of premium payments made by each investor, to provide a clear understanding of
19 how assets are held and controlled, and to ensure transparency and protection of
20 all stakeholder and shareholder interests.

21 e. Records in Reliant's possession or control, or in the possession or control of any
22 vendor, service provider, consultant, affiliates, counterparties, or other party
23 affiliated with Reliant, illustrating all financial transactions since 2020. This
24 includes but is not limited to, payments made towards premiums to any life
25 insurance company for any life insurance policy held in any series trust, sales
26 commissions, arbitrary fees, payments made to 'finders' such as Kango Group,
27 Inc., and all other costs or liabilities associated with Reliant's operations. The aim
28 is to account for all outgoing payments from Reliant, ensuring they are

- 1 appropriately reported and documented.
- 2 f. Documents in Reliant's possession or control, or in the possession or control of
- 3 any vendor, service provider or other party affiliated with Reliant, relating to the
- 4 maturity of any life insurance policy held in any series trust made since 2020.
- 5 g. Documents in Reliant's possession or control, or in the possession or control of
- 6 any vendor, service provider, agent, broker, or other party affiliated with Reliant,
- 7 relating to the status, including the health of the insured, for each life insurance
- 8 policy held in any series trust. This shall include, but not be limited to, the rights
- 9 to directly contact and communicate with the insurance companies related to each
- 10 policy, along with any associated intermediaries, for the purpose of verifying any
- 11 information pertinent to the policies and the insureds covered by them. This also
- 12 encompasses information and documentation relating to the current and historical
- 13 payment status and history of these life insurance policies.
- 14 h. Authority to grant Third party authorization for Longevity Asset Advisors, LLC.
- 15 i. To enhance operational efficiency and expedite the Receivership process, Reliant
- 16 shall ensure all Records are made accessible to the Receiver, Judgment Debtors,
- 17 and any authorized third parties via a secure, cloud-based platform (e.g.,
- 18 Box.com). Reliant is responsible for ensuring that the selected cloud-based
- 19 platform complies with all applicable data protection laws and regulations.

20 All documents, files, and information related to the sale of assets to Superior Life Finance, LLC. This

21 shall include, but not be limited to the due diligence files, any agreements (including Non-Disclosure

22 Agreements, side letters, fee agreements). The Receiver is hereby authorized to access copies of all

23 Records and shall, at the option of Reliant, either destroy or return these documents to Reliant at the

24 conclusion of the limited Receivership or upon the appointment of any successor Receiver.

25 4. To allow Reliant to continue to operate in the ordinary course of business and to

26 protect all current investors that are beneficiaries of any series trust, Reliant shall be permitted to

27 pay the salaries and other operating expenses with an agreed monthly cap on each such salary or

28 expense, subject to the approval of the Receiver (the intent of which is to ensure all expenses are

1 indeed reasonable and necessary to effectuate this Order). If the identified caps are deemed
2 insufficient, or if additional expenses or salaries are necessary for Reliant to operate in the ordinary
3 course of business, Reliant shall move the Court to revise the permitted expenses/salaries. Reliant
4 may also pay any premiums owing for any life insurance policy owned by any series trust subject
5 to the approval of the Receiver. The Receiver is authorized to review and potentially renegotiate
6 any contractual arrangements with consultants, "1099 employees," or any individuals or entities
7 receiving compensation but not officially recognized as employees or agents of Reliant, if such
8 arrangements are found not to serve the best interests of the Receivership.

9 5. The Receiver is hereby authorized and empowered to take the following actions as the
10 Receiver may deem necessary or prudent to fulfill his obligations under this Order (and Reliant is
11 ordered to comply forthwith as follows):

- 12 a. Secure financing for payment of premiums due for life insurance policies held in
13 any series trust.
- 14 b. Approve or reject Reliant's payment of premiums due for life insurance policies
15 held in any series trust.
- 16 c. Review the health of viators/insureds of the life insurance policies held in any
17 series trust for the purpose of evaluating and predicting health and life expectancy
18 of the insureds; provided, that the Receiver shall not contact any insured or carrier
19 directly without prior approval of Reliant—provided however, that the Receiver
20 shall be permitted to use other parties to conduct such calls or communications.
21 As such, the Receiver is authorized to utilize third-party services for the execution
22 of necessary communications.
- 23 d. To receive and request from Reliant, or any vendor, service provider or other party
24 affiliated with Reliant, including but not limited, notice(s) of the death of
25 viators/insureds, any other relevant notices as required in the management and
26 execution of the Receiver's duties.
- 27 e. To receive from Reliant, any carrier, or any vendor, service provider or other party
28 affiliated with Reliant, verification of the status of the life insurance policies held

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in any series trust.

- f. Review Reliant’s efforts and negotiations to collect premium payments owed by any investor that owns a beneficial interest in any life insurance policy held in any series; provided, that the Receiver shall not contact any investor directly without prior approval of Reliant.
- g. Approve or reject any transaction related to the policies.
- h. Authority to terminate any pending transaction not yet completed or for which conditions precedent have not yet been fulfilled.

6. This Court retains exclusive jurisdiction over any disputes involving the Receiver’s exercise of his rights or obligations pursuant to this Order.

7. The Receiver may charge for his services no more than \$500.00 per hour and the aggregate monthly fees shall not exceed \$25,000.00. Each month, the Receiver shall prepare and submit to the Court a written accounting of his fees and expenses. The accounting shall be served on all parties. Any challenge to the Receiver’s fees by Reliant, Cooper or any third party must be made in writing to the Court within ten (10) days of being served with the accounting. For purposes of this provision, the effective date for the inception of services and expenses of the Receiver and professionals retained by the Receiver, shall be June 21, 2023.

8. The Receiver currently is aware of no conflict which would prohibit his fulfillment of his obligations under this Order. Within ten (10) days of this Order, the Receiver shall produce to Reliant all correspondence and evidence of communications with Cooper, any of Cooper’s agents and/or Cooper’s counsel relating to this matter in any way, Reliant or the proposed Receivership for Reliant. The Receiver shall also produce to Reliant within ten (10) days of this Order documents sufficient to show any financial relationship between the Receiver and any party related to Cooper, Reliant, Bank of Utah, First Western, UMB and /or any investor that owns a beneficial interest in any life insurance policy held in any series trust. In the event of an unexpected conflict, the Receiver shall have the right to recuse himself from that specific portion of his engagement. Upon such event, the Receiver shall have the right to seek a special conflicts Receiver to handle the conflicted matter.

_____, an attorney for the law firm of _____, is hereby designated as Special

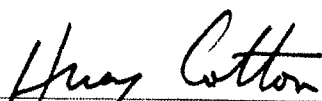
1 Conflicts Receiver in this case.

2 This temporary limited Receivership shall be terminated upon joint certification by Reliant
3 and the Receiver that Reliant has fully satisfied its obligations under the Judgment, or upon agreement
4 between Reliant and Cooper, or order of the Court Reliant may move the Court to terminate this
5 Order and appointment of the Receiver because Reliant has fully satisfied its obligations under the
6 Judgment, because the Receiver is not acting in the best interest of Reliant or any investor that owns
7 a beneficial interest in any life insurance policy held in any series trust or for any other good cause,
8 including obtaining finance that will pay premiums on the policy positions selected by Cooper.

9
10 **IT IS FURTHER ORDERED** that this Court shall retain jurisdiction of this action for all
11 purposes, including, without limitation, enlarging or restricting the rights or obligations of the
12 Receiver. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with
13 prior notice to Reliant, for issuance of such other orders as may be necessary and appropriate in order
14 to carry out the mandate of this Court.

15 **IT IS FURTHER ORDERED** that this Order will remain in effect until modified by further
16 order of this Court or as otherwise provided in this Order.

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18 DATED: June 23, 2023

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21 _____
22 LOS ANGELES SUPERIOR COURT JUDGE
23 Honorable, Huey P. Cotton / Judge
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