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

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

17 *Plaintiff,*

18
19 v.

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

22 *Defendants.*

23
24 AND RELATED CROSS-ACTIONS.

Case No.: BC604858
Unlimited Civil
Assigned for All Purposes to Judge Shirley K.
Watkins in Dept. T

**NOTICE OF MOTION AND MOTION
FOR LEAVE TO INTERVENE;
AND,
OPPOSITION TO SCOTT GRADY'S
MOTION FOR ORDER REVERTING
RECEIVERSHIP, COMMENCING
PREMIUM COLLECTIONS, AND FOR
DISCOVERY;
MEMORANDUM OF POINTS AND
AUTHORITIES**

**Date: January 30, 2024 [Specially Set]
Time: 8:30 am
Dept: T**

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

2 PLEASE TAKE NOTICE that on **January 30, 2024**, in Department T at 8:30 am or as soon
3 thereafter as may be heard James Reed and Carolynn Reed (collectively “Plaintiffs-in-Intervention”
4 or “Movants”), will move, and hereby do move, for an order granting leave to file a complaint in
5 intervention (“CII”), pursuant to Code of Civil Procedure §387(a) and §387(b), on the grounds that
6 they have an interest in this action that is not, and will not, be adequately represented by the
7 named parties and that this interest is sufficient to warrant intervention as a matter of right under
8 §387(b), or alternatively, by permissive intervention under §387(a).¹

9 Further, Movants oppose Judgment Debtor Scott Grady’s motion for Order to Revert Full
10 Receivership to Limited Receivership and to Compel Commence Premium Collections, currently
11 noticed for January 23, 2024.²

12 Good cause exists to grant this motion and deny Grady’s motion. Movants are investors who
13 invested in a fractionalized life settlement with Plaintiff Reliant Life Shares, LLC (“Reliant”).
14 Movants are also named plaintiffs and proposed class representatives in a putative class action
15 pending before the United States District Court for the Central District of California presided over
16 by Judge Stanley Blumenfeld, Jr., USDC Case No. 2:23-cv-08577-SB-AGR. (“the District Court
17 Litigation”) Movants’ counsel have been appointed Interim Class Counsel in the District Court
18 Litigation.³ In the District Court Litigation, Movants, on their own behalf and on behalf of
19 approximately 2,000 similarly situated investors, seek damages against Reliant, Scott Grady and
20 other trustees in connection with the collapse of Reliant and the dissipation of assets of the Reliant
21 Trusts.

22 _____
23 ¹ Movants’ proposed Complaint in Intervention is attached to the declaration of Thomas G. Foley,
24 Jr. dated January 2, 2024 (“Foley Decl.”) as Exhibit A. (hereinafter “the CII”)

25 ² At the hearing December 28, 2023 the Court heard Receiver’s request that the hearing on Grady’s
26 motion be moved to January 30, 2024. The Court indicated in its minute order it would entertain a
27 stipulation to move the hearing to January 30, 2024 and granted Movants request to have this
28 motion heard on January 30, 2024.

³ Counsel for Movants have experience in representing investors in another failed life settlement
company. In that matter, working cooperatively with an experienced receiver, counsel were able to
obtain a recovery of \$9,750,000 for the investor/class members. (Foley Decl. ¶¶5-10.)

1 Disputes, conflicts and controversies now exist between Movants and the parties in this
2 action, including but not limited to Plaintiff Reliant, Cross-defendants/Judgment Debtors Scott
3 Grady and Sean Michaels, Cross-complainants/Judgment Creditors Daniel B. Cooper and Richard
4 D. Cooper, in his capacity as Trustee of the 2010 Irrevocable Trust of BBC (collectively “Cooper”),
5 and the Receiver of Reliant Life Shares, LLC, Christopher Conway (“the Receiver”).

6 More specifically, as set forth in the pleadings in this case, before and after the fraud
7 judgment in this matter was affirmed by the Court of Appeal in April 2023, Cooper, as a judgment
8 creditor, has sought collection from Reliant and Cross-defendant Scott Grady, principal of Reliant.
9 According to the declarations submitted in this case, Cooper has been paid millions in partial
10 satisfaction of the judgment. In early 2023, Reliant and Grady, after years of fraudulent wrongdoing,
11 engaged in further wrongful conduct against the rights of Movants and Reliant investors by secretly
12 amending the master trust agreement and directing the trustee, Bank of Utah, to wrongfully sell
13 underlying insurance policies, trust assets, to a third party, Superior Life Finance, LLC, without
14 notice to the Reliant investors, each who are beneficiaries of the Reliant Trusts and who own
15 fractional beneficial interests in the policies.

16 In further efforts to collect on the judgment, Cooper moved to have a receiver appointed.
17 Cooper nominated Mr. Conway, an insurance life settlement broker who operates a life settlement
18 company, Longevity Assets Advisors, in Atlanta, Georgia.⁴ Judge Cotton granted Cooper’s motion
19 and on June 21, 2023 appointed Mr. Conway as the Receiver and in a limited capacity to assist in
20 collection of Cooper’s judgment. After further proceedings, on August 2, 2023 Judge Cotton
21 modified and expanded the Receivership order, appointing Conway as the full Receiver of Reliant.
22 Judge Cotton’s August 2, 2023 order included specific orders compelling Reliant and its principal,
23 Scott Grady, to provide the Receiver full control of Reliant, including its assets, books and records.
24 However, because there has been no reports filed (as required by Judge Cotton’s August 2, 2023
25 order) there has been no showing by the Receiver that the Receiver has taken full control of Reliant’s
26

27 ⁴ In Cooper’s motion for appointment of Mr. Conway as Receiver, there was no showing that Mr.
28 Conway or his life settlement brokerage company has any experience as a professional receiver, nor
has ever been nominated or acted as a court-appointed receiver.

1 financial records, nor that the Receiver has requested further assistance from this Court to enforce
2 the August 2, 2023 order against Mr. Grady.

3 On August 14, 2023 the Receiver submitted an ex parte application to sell certain policies to
4 fund the Receivership and to pay premiums to save the underlying trust assets. In his ex parte
5 application and accompanying declaration, the Receiver provided his preliminary findings, which
6 uncovered years of financial wrongdoing by Reliant's principals, including Scott Grady, which
7 caused harm to Movants and all Reliant investors. (Movants promptly filed their class action in state
8 court on August 17, 2023, which was removed the federal court and is now pending as the District
9 Court Litigation).

10 In the six months since the Receiver has been appointed further controversies have arisen.
11 Grady has filed his motion to wrest control of Reliant back from the Receiver and to order that new
12 premium cash calls be made to investors, including Movants. **Movants oppose Grady's attempt to**
13 **obtain control of Reliant or the Trust Assets and object to premium collections from investors**
14 **in the receivership.** Cooper has continued efforts to collect the balance on his judgment. Third
15 party Superior Life Finance, LLC (Superior) successfully moved to intervene in this case and
16 thereafter filed an unsuccessful ex parte application and motion to stay this action, which could
17 preclude the Receiver from taking necessary steps to save the trust assets.

18 Compounding these conflicts and controversies, and for whatever reason, the Receiver has
19 apparently been unable in the last six months to adequately undertake responsibilities as receiver
20 and comply with the orders issued by Judge Cotton and this Court. No notice has been made to
21 Reliant's investors (who are also beneficiaries of the Reliant Trusts) that Reliant has been placed in
22 receivership. It does not appear that the Receiver has undertaken necessary immediate steps to
23 identify all Reliant investors and undertake necessary accounting to establish the financial condition
24 of Reliant and all trust assets.

25 More concerning, the Receiver, thru counsel, has taken the position that Reliant investors are
26 "not beneficiaries" of the Reliant trusts, contrary to trust documents. On November 17, 2023 this
27 Court ordered the Receiver to undertake specific actions within 30 days, including to formulate a
28 120-plan ("Plan") for the receivership. On December 22, 2023 the Receiver filed a report that did

1 not comply with this Court’s order. In the report, captioned as in compliance with order for the 120-
2 day Plan, the Receiver forecasts a proposed Plan that would require investors to “opt-in” to the
3 receivership and pay new premiums to save the portfolio of insurance policies that have not lapsed.
4 The filing forecasts a plan to rely primarily on the beneficiaries, who are the victims of Grady
5 and Michaels fraud, to fund the receivership to save remaining trust assets.

6 Movants seek to intervene to obtain rulings regarding the rights and obligations of the parties.
7 In the post-judgment proceedings in this case, this Court has heard from the Receiver, Reliant,
8 Grady, Cooper and Superior. It has not heard from the beneficiaries of the Reliant trusts, the
9 vested beneficial owners of the trust assets and the primary victims of Reliant’s collapse. Movants
10 seek to be heard, to speak for themselves and other Reliant investors on numerous important and
11 immediate issues, including but not limited to:

- 12 (1) Confirm their status as beneficiaries of the Reliant trust;
- 13 (2) Oppose further efforts by Grady or any other former Reliant insider, to obtain any control
14 of Reliant, the receivership or the trust assets;
- 15 (3) Oppose further efforts of Grady, Cooper, Superior or any other party or third party to
16 stay this action, to prevent the sale of assets as necessary to save the portfolio, or to impair
17 the receivership;
- 18 (4) Oppose further payments to judgment creditors, including Cooper, given the dire
19 financial condition of Reliant and the underlying trust assets;
- 20 (5) Obtain necessary orders to compel the parties, including the Receiver, to comply with
21 prior orders of this Court and to obtain full identification of all investors, the current
22 status of all trust assets, and to take actions expected of a professional receiver, including
23 to consider claw-back actions to obtain trust assets wrongfully paid out or transferred
24 prior to the establishment of the receivership, including but not limited to payments
25 Cooper and transfer of assets to Superior; and,
- 26 (6) Oppose orders that would create an “opt-in” receivership or require Movants or other
27 Reliant trust beneficiaries to pay further premium cash calls.

1 This Motion is based upon this Court’s file in this matter including the pleadings and records
2 therein, this Notice of Motion and the Memorandum of Points and Authorities and Declarations of
3 Richard E. Donahoo and Thomas G. Foley, Jr in support of this Motion.

4 Plaintiffs Request this Court to take Judicial Notice of their First Amended Complaint in the
5 District Court Litigation pursuant to Evidence Code Section 452(d), along with such other and
6 further oral and documentary evidence as may be presented at the hearing thereon.

7
8 Respectfully Submitted,
Dated: January 2, 2024

9 FOLEY BEZEK BEHLE & CURTIS, LLP
10 DONAHOO & ASSOCIATES, PC

11 /s/ Thomas G. Foley, Jr.
12 By: /s/ Richard E. Donahoo.

13 Thomas G. Foley, Jr.
14 Richard E. Donahoo
15 Attorneys for James Reed and Carolynn Reed
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1 MEMORANDUM OF POINTS AND AUTHORITIES

2 I. INTRODUCTION AND STATEMENT OF FACTS

3 After a court and jury trial, Judge Huey Cotton made findings of fact and conclusions of law
4 and entered judgment against Plaintiff Reliant Life Shares, LLC, (“Reliant”) and its principals,
5 Cross-defendants Scott Grady and Sean Michaels and their alter-ego entities. The fraud judgment
6 was affirmed in all respects by the Court of Appeal. Following judgment, a receivership was
7 ordered. The court appointed Receiver, Christopher Conway, thereafter exposed years of fraud by
8 Reliant and its principals causing millions in damages to approximately 2,000 investors.

9 Based on the findings of the trial court, the findings of the Court of Appeal, and now based
10 on the Receiver’s filings since appointment in mid-2023 it appears the Reliant “life settlement”
11 investment program was a long-running fraudulent scheme by Grady and Michaels who defrauded
12 investors and looted the company to fund their alter-ego entities and a lavish lifestyle.

13 Now, because the Receiver has been slow and ineffective, Grady aggressively seeks to wrest
14 control of Reliant back from the Receiver and demands further premiums be collective from the
15 victims of his fraud. Grady’s pending motion argues the situation is dire- which may be true- but it
16 does not address the root cause- Grady’s fraud and depletion of investor funds - which were trust
17 assets that investors were promised would be held by trustees. This Court should deny Grady any
18 access to Reliant and should deny his motion to cause premium collections to be made to victims of
19 his fraud and mismanagement. In addition, the Court should require the Receiver to comply with
20 court orders, or should replace the Receiver with a professional experienced receiver.

21 On August 17, 2023 movants James Reed and Carolynn Reed (collectively “Movants”) filed
22 a class action which was removed to the United States District Court for the Central District of
23 California, against, *inter alia*, Reliant Life Shares, LLC (“Reliant”), Scott Grady, Sean Michaels,
24 and certain financial institutions who served as trustees of life insurance trusts which held, or still
25 hold, the insurance policies purchased with investors funds (“Reliant Trust”).⁵

26
27 _____
28 ⁵ See Movants’ Request for Judicial Notice filed concurrently herewith, wherein movants attach
their First Amended Complaint (“FAC”) in the District Court Litigation.

1 Movants now respectfully request permission from this Court to intervene in this case,
2 Superior Court Case No. BC604858 (“the Cooper Litigation”), and to file their proposed Complaint
3 in Intervention (“CII”). A copy of Movant’s proposed Complaint in Intervention is attached to the
4 Declaration of Thomas G Foley, Jr. dated December 31, 2023 (“Foley Decl.”) as Exhibit A.

5 In Movants’ FAC in the District Court Litigation, Movants allege, among other things,
6 negligence, gross negligence, violations of the California Corporations Code, violations of
7 California Insurance Code, breach of fiduciary duties, financial elder abuse, fraud and unfair
8 competition, all occurring in or arising out of the sale of fractionalized interests in life insurance
9 policies, or “life settlements,” by Reliant and its alter ego, RLS, Grantor, LLC, a California limited
10 liability company (“RLS Grantor”)(collectively “Reliant”), hereinafter referred to as the District
11 Court Litigation. A true and correct copy of the FAC in the District Court Litigation is attached to
12 the proposed Complaint In Intervention (“CII”) as Exhibit A and is also attached to the Declaration
13 of Thomas G. Foley, Jr. dated January 1, 2024 (“Foley Decl.”) in support of this Motion for leave to
14 intervene as Exhibit B. Plaintiffs respectfully request pursuant to Evidence Code Section 452 (d)
15 that this Court take Judicial Notice of the allegations in the FAC.

16 The District Court appointed Movants’ counsel as Interim Class Counsel in the District Court
17 Litigation, Thomas G. Foley, Jr. of Foley Bezek Behle & Curtis, LLP, and Richard E. Donahoo of
18 Donahoo & Associates, PC; a true and correct copy of Judge Stanley Blumenfeld’s Order appointing
19 Interim Class Counsel is attached to Foley Declaration as **Exhibit C**. Both Foley and Donahoo
20 have experience in successfully representing investors in a failed life settlement company. (Foley
21 Decl. ¶¶ 5-10, **Exhibit D**; Declaration of Richard E. Donahoo (“Donahoo Decl.” ¶¶19-21)

22 Reliant, a California limited liability company as “Grantor”, established trusts to hold the
23 insurance policies (“policies”) purchased with funds provided by the investors. Since 2015 the trusts
24 were identified as “Reliant Life Shares Series Statutory Trust Agreement and Declaration of Trust
25 dated as of June 15, 2015” with UMB Bank as the trustee, and the “Reliant Life Shares Series
26 Statutory Trust 2 Agreement and Declaration of Trust dated as of June 16, 2015” with First Western
27 Trust Bank as trustee. The two separate trusts are collectively referred to in this motion as the
28

1 “Reliant Trusts”. (Foley Decl. ¶11.) The Reliant Trusts are separate and distinct legal entities from
2 Reliant Life Shares, LLC.

3 As set forth in the instant motion, disputes, conflicts and controversies now exist between
4 Movants and certain parties in this action, including but not limited to Plaintiff Reliant, Cross-
5 defendants Scott Grady and Sean Michaels, Defendants Daniel B. Cooper and Richard D. Cooper,
6 in his capacity as Trustee of the 2010 Irrevocable Trust of BBC (collectively “Cooper”), and
7 Reliant’s Receiver, Christopher Conway (“the Receiver”).

8 In the records and pleadings in this matter certain parties, including but not limited to Grady,
9 Cooper and third-party Superior Life Finance, have conflicting positions and conflicting proposed
10 actions affecting the receivership. Movants have conflicts and controversies with each of them and
11 with the Receiver.

12 Counsel for the Movants have reached out to the Receiver, through counsel, in an attempt to
13 meet and confer regarding the Receiver’s Plan for the action the Receivership. (The Receiver has
14 appeared through counsel in the District Court Action.) (Donahoo Decl. ¶¶9-10, **Exhibits A and B.**)
15 The effort to meet and confer was unsuccessful. (Id.) Further, unresolved disputes exist as to the
16 Receiver’s compliance with this Court orders.

17 Disputes with the Receiver exist as to the legal status of Movants as investors under the
18 Reliant Trusts. On November 17, 2023, Mr. Donahoo sent an email to all counsel of record in the
19 District Court Action in which he stated that the investors in Reliant life shares were “beneficiaries
20 under the [Reliant] trust.” A true and correct copy of Mr. Donahoo’s 11/17/2023 email is attached
21 as **Exhibit A** to the Donahoo Declaration. In an email response to all counsel of record in the District
22 Court Action on the same day, Elizabeth Campbell as attorney for Receiver Conway stated:
23 “Richard-The investors are not the beneficiaries. Those are two different things. . . .” (**Exhibit A** to
24 Donahoo Decl.) Ms. Campbell, as counsel for the Receiver, thereafter, repeated the Receiver’s
25 position that Plaintiffs and class members are not beneficiaries of the Reliant Trusts in a conference
26 call with all counsel in the District Court Litigation.

27 Attached to the Donahoo Decl. as **Exhibit B** is a true and correct copy of a letter dated
28

1 December 11, 2023 (“Letter”) from Richard Donahoo to Ms. Campbell. In his letter, Mr. Donahoo
2 requested a conference call with Receiver Conway and Ms. Campbell to discuss numerous
3 concerning issues with the Receivership, including but not limited to the Receiver’s proposed Plan
4 before it was filed with the Court in the Cooper Litigation.

5 In his 12/11/2023 Letter Mr. Donahoo stated:

6 We need to confirm that the Receiver understands the investors are beneficiaries
7 of the Reliant Life Shares Statutory Trust. On more than one occasion the Receiver
8 has taken the position that in the Reed case that class members are not
9 beneficiaries of the Reliant Trust. We have met and conferred because we
10 believe such a position is inaccurate and contrary to the trust documents. We
11 need the Receiver to confirm its understanding going forward.

12 In his 12/11/2023 Letter, Mr. Donahoo stated:

13 Judge Cotton issued orders, including that the Receiver file reports related to the
14 Reliant Receivership. Judge Watkins ordered that the Receiver comply with all of
15 Judge Cotton’s orders. We do not believe all of the court’s orders have been complied
16 with.

17 Mr. Donahoo’s letter also sought to meet and confer with the Receiver regarding the lack of
18 communication with the investors. As of the filing of this motion to intervene the Receiver has not
19 sent a letter or emails to investors or put up a website to inform the investors as to the status of
20 Reliant which has caused investors unnecessary uncertainty. (Foley Decl. ¶13; Donahoo Decl. ¶¶13-
21 14.) Mr. Donahoo’s Letter also objected to further “cash calls” or “premium calls” to the investors.
22 Mr. Donahoo’s letter also sought to meet and confer with the Receiver regarding objections to an
23 opt-in receivership or further premium calls to investors. Mr. Donahoo concluded his 12/11/2023
24 Letter by stating:

25 Please inform us when we can meet and confer at the earliest possible time
26 to meaningfully work together to obtain the best result possible for the class.
27 The interest of the Receiver and the investors should be aligned. We hope to
28 work meaningfully and pursue all available recoveries to mitigate the losses
caused by the liable parties. Please let us know when you are available for a
zoom meet and confer to further discuss the above.

Although he received a telephone call from Ms. Campbell, there was no substantive response
from the Receiver to Mr. Donahoo’s 12/1/2023 Letter. (Donahoo Decl. ¶10.) On December 22,
2023 at 9:30 pm, without a further meet and confer and without further consultation with Interim

1 Class Counsel, Receiver Conway filed his “120 day Plan” with this Court. But, as further explained
2 below, the pleading did not comply with the Court’s November 17, 2023 order.

3 The investors of Reliant Life Shares are prejudiced by the Receiver’s failure to comply
4 with the Orders of the Court. Examples of non-compliance with this Court’s prior orders include
5 the following: On August 2, 2023, the Court enlarged the authority of Receiver in its Order
6 Modifying and Expanding Receivership and Granting Additional Powers to Receiver. In
7 paragraph 25, the order provides:

8 Reporting by Receiver. The Receiver shall from time to time, **but at least every**
9 **sixty (60) days, provide to the Court** and all counsel of record in this case, **a**
10 **report of the Receivership Estate, including all receipts and expenditures of**
11 **and by the Receiver, the Receiver's activities with regard to the Assets, and a**
12 **status of the condition of the Receivership Estate (each a “Receiver Report.”)**
(Emphasis added.)

13 Any and all costs incurred by the Receiver shall be paid from the
14 Receivership Assets. For purposes of this provision, the effective date for the
15 inception of services and expenses of the Receiver and professionals retained by the
Receiver, shall be June 21, 2023.

16 A copy of the August 2, 2023 Order is attached to the proposed CII as Exhibit K. From a
17 review of this Court’s docket it does not appear Receiver Conway has filed reports as described by
18 the Court’s order.

19 On September 13, 2023, Judge Cotton heard from the Receiver’s counsel and issued a minute
20 order stating: “The Receiver’s report is to be filed no later than September 19, 2023.” From a review
21 of the docket it does not appear that the Receiver filed the Receiver’s Report as ordered. It does not
22 appear that the Receiver has filed any reports with the detailed prescribed in Judge Cotton’s August
23 2, 2023 orders. After the matter was transferred to this Court, on November 17, 2023, this Court
24 issued another Order to the Receiver:

- 25 • **To formulate a 120-day plan with a timetable** and submit it to the court.
26 The plan should identify **how funds are being allocated** as well as a
27 mechanism for collection of premiums, and whether there is a reserve for
28 payment of judgments. (Emphasis added.)
- **To find a replacement trustee** within the next 30 days. (Emphasis added.)

1 Receiver Conway has not nominated or proposed a replacement trustee within
2 30 days as ordered by this Court. (Emphasis added.)

- 3 • To advise in the 120-day plan the court when and **how premiums are going**
4 **to be collected** and processed, **who will do this, and what is the manner** in
5 which the premiums will be received. The court believes that an investor
6 website will be insufficient. (Emphasis added.) The Plan filed by Receiver
7 Conway's does not comply with this Court's Order.
- 8 • To explain **how distribution of sale proceeds from the current sale can**
9 **occur in the absence of a trustee.** (Emphasis added.) Receiver Conway's
10 Plan does not contain an explanation of how a distribution of sale proceeds
11 can occur in the absence of a trustee.
- 12 • To explain what is going **on with the sales of the other two policies it was**
13 **authorized to sell.** (Emphasis added.)
- 14 • To advise whether additional assistance is required in order to collect and
15 process premiums and from whom. Receiver Conway's Plan does not advise
16 the Court as to what additional assistance will be required from the Court to
17 collect and process premiums.
- 18 • **If there are any outstanding orders from Judge Cotton to the Receiver**
19 **which have not been complied with, Receiver is ordered to**
20 **comply.**(Emphasis added.) There are outstanding orders from Judge Cotton
21 to the Receiver identified in this paragraph 52 of the CII which Receiver
22 Conway has not complied with.
- 23 • The Receiver is ordered to comply with this order within 30 days of service
24 of this order.

25 While Receiver Conway filed a pleading on December 22, 2023 purporting to be a 120-day
26 Plan, the Plan did not comply with this Court's order dated November 17, 2023. The Receiver's
27 proposed Plan does not adequately address the specific issues identified in the Court's November
28 17, 2023 Order.

More specifically, the 120-Plan filed December 22, 2023 does not formulate a 120-day Plan
with a timetable and does not identify how funds are being allocated or provides a fair and equitable
mechanism for payment premiums, nor adequately discusses whether there should be a reserve for
payment of judgments. The Receiver has not complied with the order to find a replacement trustee
within 30 days, nor advised in the 120-day Plan the court when and how premiums would be
collected and processed, who will do this, and what is the manner in which the premiums will be

1 received. The Receiver’s filing fails to explain how distribution of sale proceeds from the current
2 sale of insurance policies owned by the Reliant Trust can occur in the absence of a trustee.

3 Further, the report does not comply with the order that if there are any outstanding orders
4 from Judge Cotton to the Receiver which have not been complied with, Receiver is ordered to
5 comply.

6 Movants also seek to intervene to object to Scott Grady’s attempts to obtain control from the
7 Receiver of Reliant or the Reliant Trusts assets. In this Cooper Litigation Grady was found by Judge
8 Cotton to have committed fraud. (FAC in District Court Litigation, Findings of Fact and Conclusions
9 of Law by Judge Cotton attached as Exhibit V to the FAC.) The history of Reliant Life Shares is
10 summarized in a published California Court of Appeals decision affirming the judgment in this
11 matter, *Reliant Life Shares v. Charles Cooper* (2023) 90 Cal. App. 5th 14, 306 Cal. Rptr. 3d 762; a
12 copy of that opinion is attached as **Exhibit E** to the Foley Decl.

13 In its opinion the Court of Appeals stated:

14 It turned out that a considerable amount of evidence was admitted about specific
15 dollar amounts - in the many millions of dollars – **that Michaels and Grady looted**
16 **from Reliant and took as their personal assets.** . . . During the liability phase of
17 the trial the jury was provided with the Court’s findings, including that Michaels and
18 Grady and their respective entities had received at least \$11.7 million in payments
19 and distributions based on their positions as owners and of Reliant as of December
20 31, 2018. (page 47.) Movants request that the Court take Judicial Notice of the
21 factual findings in the Court of Appeals opinion.

22 Because Reliant and the other defendants in the Cooper Litigation failed to pay the balance
23 of the Judgment to Cooper, on June 23, 2023 at the request of Cooper, Judge Cotton entered an Order
24 appointing Christopher Conway, as a “Limited Temporary Receiver” over Reliant to further
25 Cooper’s efforts to collect the remaining unpaid balance owed by Defendants Grady and Reliant.

26 On August 2, 2023 in the Cooper Litigation at the request of Cooper, for the purposes of
27 requiring Reliant to pay the remaining unpaid portion of the Judgment to Cooper, the Court entered
28 an Order Modifying and Expanding Receivership and Granting Additional Powers to Receiver
Conway, and placing Reliant in a full receivership to assist in collecting Cooper’s Judgment. A true
and correct copy of the Order is attached hereto as **Exhibit K** to Plaintiffs proposed CII.

1 As confirmed by the Receiver’s Updated Status Report filed on 11/01/2023, Grady and
2 Michaels wrongfully took investors funds in the Reliant Trusts’ premium reserve accounts which
3 were supposed to be used to pay premiums on the policies held by Reliant Trust and used the
4 beneficiaries funds to, inter alia, make payments to creditors; a true and correct copy of the
5 Receiver’s Updated Status Report filed 11/01/2023 is attached as **Exhibit F** to the Foley Declaration.

6 According to the Receiver’s 11/01/2023 Report, because Grady and Michaels took the
7 reserve funds to, inter alia, pay creditors there were not sufficient funds to pay premiums on the
8 policies owned by Reliant Trust and several policies lapsed and cannot be revived. Those funds did
9 not belong to Reliant; instead, those funds belonged to the Reliant Trusts. In Section 1 (e) on page 2
10 of the Reliant Purchase Agreement, a copy of which is attached as **Exhibit G** to the CII, it confirms
11 that the insurance policies are to be held by the Reliant Trusts, not Reliant:

12 The owner of the life insurance policy in which the Purchaser will obtain an
13 interest will be a trust. The Trustees sole responsibilities are to maintain accounts
14 for the purpose of making the premium payments as more fully described in
15 Section 2(d) of this Purchase Agreement, to be the beneficiary for the death benefits
16 of the insurance policy in which the Purchaser obtains an interest and to disburse
the death benefits in accordance with the assignment of benefits relating to that
policy.

17 Cooper’s Judgment was against Reliant itself, Grady and Michaels, not against the Reliant
18 Trusts or the institutional trustees.

19 In his 12/22/2023 Plan filed with this Court, on page 2, the Receiver states that “[t]he policy
20 reserve accounts with Bank of Utah (the only remaining trustee) were already exhausted . . . and
21 [were used] to fund some of the Company’s operating expenses and some of Mr. Grady’s personal
22 expenses.” Notwithstanding the Receiver’s inability to effectively establish the receivership,
23 Grady’s attempt to blame the portfolio’s loses on the Receiver is unfair and a smear on the Receiver.
24 It is Grady’s desperate attempt to take advantage of an inexperienced receiver and should be rejected.

25 But Movants have issues with the Receiver’s plan. Conway was appointed Receiver at the
26 request of Judgment Creditor Cooper. In his proposed Plan, the Receiver takes the position that
27 funds up to 10% of gross funds received by the Receivership from the sale of the policies owned by
28 the Reliant Trusts or from borrowing against the policies could be used to pay “creditors” of Reliant

1 including Cooper. Plaintiffs object to that portion of the Receiver’s Plan. Any funds obtained by
2 selling or borrowing against the insurance policies owned by the Reliant Trusts should only be used
3 to pay premiums on the remaining policies, and not be used to pay creditors of Reliant. Rather, the
4 Receiver should consider whether Cooper’s funds should be clawed back.

5 In none of the Receiver’s Reports does he address whether funds in the premium reserve
6 accounts of the Reliant Trusts were fraudulently paid to Cooper in partial satisfaction of his
7 Judgment against Reliant. On page 5 of his Plan the Receiver states: “As a fiduciary, the Receiver
8 must act for the benefit of all parties, and in that case it includes the creditors of Reliant, as well as
9 the investors in the policies of the portfolio.”

10 For that reason, it is imperative that this Court reject the Receiver’s Plan and order
11 compliance with its prior orders, or if Conway is unable to comply, appoint an experienced
12 professional receiver and successor trustee of the Reliant Trusts, one who does not have any
13 conflicts, so that money which belongs to the Reliant Trusts from selling or borrowing against the
14 policies owned by the Reliant Trusts is not used to pay creditors of Reliant.

15 Plaintiffs discovered on or about August 15, 2023 in the Receiver’s Ex Parte filed in the
16 Cooper Litigation, that Defendants concealed the wrongdoing for “several years”. (**Exhibit E** to
17 proposed CII, 4:9-15) The Receiver states in his Ex Parte application: “The unfortunate reality is
18 that Reliant did not retain sufficient funds in escrow, and in the last several years, it allowed Grady
19 and his affiliates to withdraw and abscond with funds belonging to the company or investors that
20 should have been used to pay policy premiums or basic business expenses. Reliant currently is
21 unable to pay the premiums for the Portfolio. It has dozens of creditors. Additionally, the company
22 has been named in administrative cease and desist proceedings and in multiple civil lawsuits alleging
23 fraud and misrepresentation, violations for various securities law violations, among other things.
24 The situation is dire.”

25 Movants seek to intervene to obtain rulings regarding the rights and obligations of the parties
26 and to compel the Receiver to take necessary actions as previously ordered by this Court. Movants
27
28

1 seek to be heard in this action, to speak for themselves and other Reliant investors on numerous
2 important and immediate issues, including but not limited to:

- 3 (1) Confirm their status as beneficiaries of the Reliant trust;
- 4 (2) Oppose further efforts by Grady or any other former Reliant insider, to obtain any control
5 of Reliant, the receivership or the trusts' assets;
- 6 (3) Oppose further efforts of Grady, Cooper, Superior or any other party or third party to
7 stay this action, prevent the sale of assets as necessary to save the portfolio, or to impair
8 the receivership;
- 9 (4) Oppose further payments to judgment creditors, including Cooper, given the dire
10 financial condition of Reliant and the underlying trust assets;
- 11 (5) Obtain necessary orders to compel the parties, including the Receiver, to comply with
12 prior orders of this Court and to obtain full identification of all investors, the current
13 status of all trust assets, and to take actions typically expected of a professional receiver,
14 including to consider claw-back actions to obtain trust assets wrongfully paid out or
15 transferred prior to the establishment of the receivership, including but not limited to
16 Cooper and Superior; and
- 17 (6) Oppose orders that would create an "opt-in" receivership or require Movants or other
18 Reliant trust beneficiaries to pay further premium cash calls.

19 **II. ARGUMENT**

20 Code of Civil Procedure ("CCP") §389 (a) provides that:

21 A person who is subject to service of process and whose joinder will not deprive the
22 court of jurisdiction over the subject matter of the action shall be joined as a party in the
23 action if (1) in his absence complete relief cannot be accorded among those already parties
24 or (2) he claims an interest relating to the subject of the action and is so situated that the
25 disposition of the action in his absence may (i) as a practical matter impair or impede his
26 ability to protect that interest or (ii) leave any of the persons already parties subject to a
27 substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason
28 of his claimed interest. If he has not been so joined, the court shall order that he be made a
party.

1 Movants as beneficiaries of the Reliant Trusts, whose funds were used to purchase an interest
2 in an insurance policy owned by the Reliant Trust, clearly have an interest in how funds collected
3 from the sale or borrowing against polices owned by the Reliant Trusts are distributed.

4 Neither Grady, Cooper, Superior nor the Receiver have demonstrated any interest in
5 protecting the interests of Movants as beneficiaries of the Reliant Trusts. The Receiver, through his
6 counsel, takes the position that investors such as the Movants are not beneficiaries of the Trusts,
7 which means they would only be creditors of Reliant and would have to share funds from the sale
8 or borrowing against the policies owned by the Reliant Trusts with other creditors, including Cooper
9 who nominated Conway to serve as receiver.

10 Code of Civil Procedure (“CCP”) §387, modeled after FRCP 24, permits intervention as a
11 matter of right, upon a timely motion, when there is inadequate representation. The burden of
12 showing inadequacy of representation is “minimal” and satisfied if the applicant can demonstrate
13 that representation of its interests “may be” inadequate. *Citizens for Balanced Use v. Mont.*
14 *Wilderness Ass'n*, 647 F.3d 893, 897 (9th Cir. 2011). Here, Movants’ motion to intervene is timely
15 and evidence of inadequate representation is compelling.

16 As explained by the Fourth Appellate District, Division Three, “[i]n adopting section 387,
17 the Legislature intended it to be interpreted consistently with federal cases interpreting [FRCP] rule
18 24.” (*Ziani Homeowners Assn. v. Brookfield Ziani LLC*, (2015) 243 Cal. App. 4th 274, 280-282
19 (“*Ziani*”)) “Section 387 was modeled after and is “virtually identical” to rule 24 of the Federal Rules
20 of Civil Procedure (28 U.S.C.; rule 24)” (*Id.*, citing *Hodge v. Kirkpatrick Development, Inc.* (2005)
21 130 Cal.App.4th 540, 555) Both sections provide for mandatory and permissive intervention,
22 subject to a “timely application” requirement. (Compare § 387, subs. (a) & (b) with rule 24, subs.
23 (a) & (b).)

24 “While an applicant seeking to intervene has the burden to show that these four elements [of
25 rule 24] are met, the requirements are broadly interpreted in favor of intervention.” *Citizens for*
26 *Balanced Use v. Mont. Wilderness Ass'n*, 647 F.3d 893, 897 (9th Cir. 2011). Courts “are guided
27 primarily by practical and equitable considerations.” *Id.* “A liberal policy in favor of intervention
28 serves both efficient resolution of issues and broadened access to the courts. By allowing parties

1 with a practical interest in the outcome of a particular case to intervene, we often prevent or simplify
2 future litigation involving related issues; at the same time, we allow an additional interested party to
3 express its views before the court.’ ” *United States v. City of L.A., Cal.*, 288 F.3d 391, 397-98 (9th
4 Cir. 2002).

5 Movants are beneficiaries of the Reliant Trusts whose funds were used to purchase a
6 fractionalized interest in an insurance policy owned by the Reliant Trusts as confirmed by the clear
7 language on the Reliant Trust agreements. Attached as **Exhibit C** to the proposed CII is a true and
8 correct copy of a Reliant Life Shares Series Statutory Trust Agreement and Declaration of Trust
9 Dated as of June 15, 2015 (“Reliant Trust Agreement”) in which UMB Bank is named as the
10 “trustee”. The June 15, 2015 Reliant Trust Agreement and the June 16, 2015 Reliant Trust
11 Agreement are virtually identical except for the name of the trustee. (Foley Decl ¶8.) In that Reliant
12 Trust Agreement, in Section 2.3, it states that: “The purposes of the Trust are: . . . (ii) from time to
13 time, to acquire directly or indirectly, take assignments and conveyances of, hold in trust and release
14 its ownership interest in, as applicable, the Trust Assets associated with each Series for the sole
15 benefit of those Persons that become Beneficiaries with respect to such Series and Trust Assets. . . ”

16 On Exhibit A to the Reliant Trust Agreement, entitled “Definitions,” a “Beneficiary” is
17 defined as: “means the registered owner of a beneficial interest in a Series as set forth on the Security
18 Register.” On Exhibit A, Definitions, it defines “Beneficial Trust Interest Purchase Agreement” as
19 follows: “means a purchase agreement entered into between a Beneficiary and the Grantor pursuant
20 to which such Beneficiary has purchased an interest in a series of a trust where Reliant Life Shares,
21 LLC is the Grantor.” On the first page of the attached Reliant Trust Agreement in the top paragraph,
22 it defines Reliant Life Shares, LLC as the “(Grantor).”

23 In a document entitled “Reliant Life Shares Series 2014-1 Trust Beneficial Interest
24 Certificate executed by Wilmington Savings Fund Society FSB as “Trustee” of the Reliant Trust
25 identifying Plaintiffs James and Carolynn Reed as “Beneficiary” which states on the first page:

26 THIS CERTIFIES THAT James and Carolynn Reed (the “Beneficiary”)
27 is the registered owner of a nonassessable, fully paid, fractional interest
28 undivided beneficial interest in the amount reflected in the Security

1 Register for the Reliant Life Shares Series Trust in the Trust Assets of
2 Series 2914-1 of the Trust.

3 CII, ¶9.

4 **a. This Motion is Timely Under Section 387**

5 Movants did not become aware of the dire straits of their investment in Reliant Life Shares
6 until Receiver Conway filed his Ex Parte Application in the Cooper Litigation on August 14, 2023.
7 (Foley Decl. ¶15.) Initially, Movants believed that Receiver Conway would work quickly and
8 efficiently to protect their interests in the policies by implementing this Court’s Orders to protect the
9 remaining life insurance policies held by the Reliant Trusts. (Foley Decl. ¶16.) It was not until
10 November of 2023 that Movants became aware that Receiver Conway’s position was that they are
11 not beneficiaries of the Reliant Trusts. It was not until December 22, 2023 when the Receiver’s Plan
12 was filed that Movants became aware that the Receiver Plan would only protect investors who pay
13 all future capital calls for additional funds and affirmatively “opt-in” to the Plan. At that point that
14 Movants became aware that the Receiver would not adequately protect their interests or the interests
15 of investors who purchased fractionalized interests in policies sold by Reliant. (Foley Decl. ¶17.)

16 As explained in *Ziani*, a timeliness analysis must focus ““on the date the person attempting
17 to intervene should have been aware his interest[s] would no longer be protected adequately by the
18 parties, rather than the date the person learned of the litigation.””(Ziani, supra at 281, citing,
19 *Chamness v. Bowen* (9th Cir. 2013) 722 F.3d 1110, 1121, quoting *Bates v. Jones* (9th Cir. 1997) 127
20 F.3d 870, 873; *Officers for Justice v. Civil Service Com.* (9th Cir. 1991) 934 F.2d 1092, 1095–1096
21 [same]; *California Dept. of Toxic Substances v. Commercial Realty* (9th Cir. 2002) 309 F.3d 1113,
22 1120.

23 **b. Intervention Should Be Granted as a Matter of Right Under 387(b)**

24 To intervene as a matter of right, “it is generally enough that the interest [asserted] is
25 protectable under some law, and that there is a relationship between the legally protected interest
26 and the claims at issue.” *Sierra Club v. USEPA*, 995 F.2d 1478, 1484 (9th Cir. 1993); *United States*
27 *v. Alisal Water Corp.*, 370 F.3d 915, 919 (9th Cir. 2004); *Arakaki v. Cayetano*, 324 F.3d 1078, 1084
28 (9th Cir.), cert. denied sub nom. *Hoohuli v. Lingle*, 540 U.S. 1017 (2003) “(The requirement of a

1 significantly protectable interest is generally satisfied when ‘the interest is protectable under some
2 law, and that there is a relationship between the legally protected interest and the claims at issue.’”).
3 An applicant generally satisfies the ‘relationship’ requirement only if the resolution of the plaintiff’s
4 claims actually will affect the applicant. *Id.*

5 Here, Movants have a continuing interest in the subject of this case, the protection of the
6 remaining policies in the Reliant Trusts, and an equitable payment to themselves and all investors
7 as a priority over all general creditors of Reliant, including Mr. Cooper.

8 As beneficiaries of the Reliant Trusts, if permitted to intervene Movants will represent their
9 own interests as well as the interests of all other investors in protecting the trust assets- policies held
10 and managed by the Reliant Trusts. None of the current parties in the Cooper Litigation have
11 demonstrated any interest in protecting the interests of the beneficiaries of the Reliant Trusts. Cooper
12 has apparently been paid \$7,224,730.16 by Reliant which, according to the Receiver’s reports, may
13 have been paid from funds that belonged in the premium reserve accounts of the Reliant Trusts, and
14 therefore were not legally the funds of Reliant. The Receiver, nominated by Cooper, has
15 demonstrated he has little interest in protecting the interests of Movants, who he disputes are even
16 beneficiaries of the Reliant Trusts.

17 **c. The Interests of Movants Are Not Adequately Represented**

18 Under Rule 24, courts examine three factors in evaluating the adequacy of representation:
19 “(1) whether the interest of a present party is such that it will undoubtedly make all of a proposed
20 intervenor’s arguments; (2) whether the present party is capable and willing to make such arguments;
21 and (3) whether a proposed intervenor would offer any necessary elements to the proceeding that
22 other parties would neglect.” *Citizens for Balanced Use, supra*, 647 F.3d at 898 (internal citation
23 omitted). The burden of showing inadequacy of representation is “minimal” and satisfied if the
24 applicant can demonstrate that representation of its interests “may be” inadequate. (*Id.*)⁶

25 **d. Movants Should Be Permitted to Intervene**

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1 Movants have also satisfied the criteria for permissive intervention under CCP §387(a) and
2 Rule 24(b), which provides that “[o]n timely motion, the court may permit anyone to intervene who
3 . . . has a claim or defense that shares with the main action a common question of law or fact.” Fed.
4 R. Civ. P. 24(b)(1)

5 Here, Movants seek to intervene to strengthen the adequacy of representation related to their
6 interests and the interests of all beneficiaries of the Reliant Trusts in the insurance policies owned
7 by the Reliant Trusts.

8 Based on the findings of fact and judgment entered in this matter, based on the Receiver’s
9 initial findings, Grady should have no control over Reliant. His motion should be denied. If the
10 Receiver is unable to execute the expected duties of a receiver to establish and fund the receivership,
11 to protect trust assets, as to protect the rights of the defrauded investors, the Court should appoint a
12 replacement. Cooper, a former insider that has been paid millions in partial satisfaction of his
13 judgment, should not be paid funds unless and until all premiums are paid and sufficient reserves
14 established, all as was promised to the investors.

15 **III. CONCLUSION**

16 For the foregoing reasons, the Court should grant Movants leave to file their complaint in
17 intervention. The Court should deny Grady’s motion to revert the receivership and to compel
18 premium collections.

19
20 Dated: January 2, 2024

Respectfully Submitted,

FOLEY BEZEK BEHLE & CURTIS, LLP
DONAHOO & ASSOCIATES, PC

23 /s/ Thomas G. Foley, Jr.
24 By: /s/ Richard E. Donahoo
25 Thomas G. Foley, Jr.
26 Richard E. Donahoo
27 Attorneys for James Reed and Carolyn
28 Reed

PROOF OF SERVICE
Code Civ. Proc. § 1013a(3)

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 440 West First Street, Suite 101, Tustin, California 92780.

On January 2, 2024, I served the foregoing document described as **NOTICE OF MOTION AND MOTION FOR LEAVE TO INTERVENE; AND, OPPOSITION TO SCOTT GRADY’S MOTION FOR ORDER REVERTING RECEIVERSHIP, COMMENCING PREMIUM COLLECTIONS, AND FOR DISCOVERY; MEMORANDUM OF POINTS AND AUTHORITIES;** on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed to the parties listed on the attached service list.

- BY MAIL: I am “readily familiar” with the firm’s practice of collection and processing mail. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Tustin, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- BY ELECTRONIC TRANSMISSION: I transmitted a true copy via the automated court electronic system via DDS LEGAL.
- *BY EMAIL: I transmitted a true copy via email to the email addresses listed on the following service list.
- BY PERSONAL DELIVERY: Causing personal delivery of the document(s) listed herein via **DDS LEGAL**, to the address (es) set forth on the attached service list.

Executed on January 2, 2024, at Tustin, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

/s/ Sarah L. Kokonas
Sarah L. Kokonas

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