

BOUTIN GIBSON DI GIUSTO HODELL INC.

Chris Gibson, SBN 073353
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555 Capitol Mall, Suite 1500
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QUILLING, SELANDER, CUMMISKEY & LOWNDS, P.C.

Michael J. Quilling (Tex. Bar No. 16432300) – Admitted Pro Hac Vice
Brent J. Rodine (Tex. Bar No. 24048770) – Admitted Pro Hac Vice
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Attorneys for Michael J. Quilling
Receiver of Defendants Secure Investment Services, Inc.,
American Financial Services, Inc., and Lyndon Group, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

SECURE INVESTMENT SERVICES, INC.,
AMERICAN FINANCIAL SERVICES, INC.,
LYNDON GROUP, INC., DONALD F. NEUHAUS,
and KIMBERLY A. SNOWDEN,

Defendants.

Case No. 2:07-cv-01724 GEB CMK

**NOTICE OF MOTION FOR
AUTHORIZATION TO ABANDON
THE PER-T&E AND MAN-S
POLICIES**

Date: August 2, 2010
Time: 9:00 a.m.
Courtroom: 10

TO ALL PARTIES AND COUNSEL OF RECORD:

On August 2, 2010, at 9:00 a.m., or as soon thereafter as the matter may be heard before the
Honorable Garland E. Burrell, Jr., at the U.S. District Court for the Eastern District of California, 501 I
Street, Department 10, Sacramento, California, Michael J. Quilling, the Receiver appointed in these

1 proceedings (“Receiver”), will move this Court for an Order authorizing Receiver to abandon the
2 receivership estate’s ownership interest in the PER-T&E and MAN-S Policies.

3 The motion will be based upon this Notice, Receiver’s Motion for Authorization to Abandon
4 the PER-T&E and MAN-S Policies and Declaration of Michael J. Quilling in support of the motion,
5 on the papers on file in this matter and the evidence, testimony or argument received by the Court
6 during the hearing on the motion. A proposed order is submitted contemporaneously with this motion.
7

8 Dated: July 2, 2010.

9 Respectfully submitted,

10 **BOUTIN GIBSON DI GIUSTO HODELL INC.**

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12
13 By: /s/ Maralee MacDonald
 Maralee MacDonald

14
15 **QUILLING, SELANDER, CUMMISKEY**
& LOWNDS, P.C.

16 Michael J. Quilling (Tex. Bar No. 16432300)
17 D. Dee Raibourn, III (Tex. Bar No. 24009495)
Brent J. Rodine (Tex. Bar No. 24048770)

18 Attorneys for Receiver of Defendants Secure Investment
19 Services, Inc., American Financial Services, Inc., and
20 Lyndon Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on the 2nd day of July, 2010, a copy of this Notice was served on all interested parties through the Court's electronic filing system. In addition, a copy of this motion was served on the following other persons by First Class U.S. Mail:

Ernest Jeremias
5022 17th Avenue, Apt. 1
Brooklyn, NY 11204

Bazzle John Wilson
1291 Nunneley Road
Paradise, CA 95969

/s/ Maralee MacDonald

Maralee MacDonald

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
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SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

SECURE INVESTMENT SERVICES, INC.,
AMERICAN FINANCIAL SERVICES, INC.,
LYNDON GROUP, INC., DONALD F. NEUHAUS,
and KIMBERLY A. SNOWDEN,

Defendants.

Case No. 2:07-cv-01724 GEB CMK

**RECEIVER’S MOTION FOR
AUTHORITY TO ABANDON PER-
T&E AND MAN-S POLICIES AND
REQUEST FOR EVIDENTIARY
HEARING**

Date: August 2, 2010
Time: 9:00 a.m.
Department: 10

TO THE HONORABLE GARLAND E. BURRELL, JR., UNITED STATES DISTRICT
JUDGE:

Michael J. Quilling (“Receiver”) submits this Motion for Authority to Abandon PER-
T&E and MAN-S Policies and Request for Evidentiary Hearing and in support of such would
show the Court as follows:

1 1. PER-T&E¹ is what is commonly known as a second-to-die policy in that both
2 insureds must die before there is any payment of a death benefit. The PER-T&E policy was
3 issued in February of 2004 by Travelers Insurance Company with a face amount of \$5 million.
4 The current death benefit is \$5,040,783.22.

5 2. The male insured under the PER-T&E policy is currently 86 years old. Before the
6 Receiver was appointed, a life expectancy estimate (“LE”) was obtained in July 2006 which gave
7 the male insured an LE of four years. Based upon a life expectancy estimate obtained by the
8 Receiver in July of 2009, he has between 2.8 and 5.2 years from the filing of this Motion before
9 he is projected to die. The female insured is currently 80 years old. Based upon an LE obtained
10 in August 2006 before the Receiver was appointed, the female insured had an LE of 5.5 years.
11 In June 2009, the Receiver obtained a new LE which gave her an LE between 7.8 and 12 years
12 from the filing of this Motion before she is projected to die.

13 3. The MAN-S policy insures the life of one person. The MAN-S policy was issued
14 in March of 2004 by Security Mutual with a face amount and current death benefit of \$2 million.

15 4. The insured under the MAN-S policy is currently 75 years old. Before the
16 Receiver was appointed, an LE was obtained in December 2003 which gave the insured an LE of
17 four years, and another LE was obtained in April 2004 which gave the insured an LE of 8.75
18 years. Based upon a life expectancy estimate obtained by the Receiver in May of 2009, the
19 insured on the MAN-S policy has between 11.1 and 15.8 years from the filing of this Motion
20 before he is projected to die.

21 5. The current year premiums on the PER-T&E policy are \$96,000.00 per quarter, or
22 \$384,000.00 on an annual basis. To date, the receivership has expended \$768,900.00 in
23 premiums on the PER-T&E policy. The current year premiums on the MAN-S policy are
24 \$12,600.00 per quarter, or \$50,400.00 on an annual basis. To date the receivership has expended
25 \$101,100.00 in premiums on the MAN-S policy.

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28 ¹ In order to protect the identity of the insureds from those who may be interested in their early death, an identifier is used that is comprised of the first three letters of the last name and the first letter of the first name of the insureds.

1 6. Based upon extensive discussion with the experts retained in this case by the
2 Receiver with Court approval, National Viatical, Inc. (“NVI”), it is the Receiver’s
3 recommendation that the PER-T&E policy be abandoned due to the extremely high cost of
4 premiums to the estate and the fact that both insureds have to die before there will be any
5 payment. The Receiver further recommends that the MAN-S policy be abandoned due to the
6 relatively young age of the insured, his current medical condition, and the projected length of
7 time that the Receiver will likely have to pay premiums.

8 7. Assuming that the LEs obtained on the PER-T&E policy by the Receiver are
9 reasonably accurate, the out-of-pocket cost to the receivership over the remaining life of the
10 female insured on the PER-T&E policy would be between \$3 million and \$4.6 million.
11 Similarly, assuming that the LE obtained on the MAN-S policy by the Receiver is reasonably
12 accurate, the out-of-pocket cost to the receivership over the remaining life of the insured on the
13 MAN-S policy would be between \$500,000.00 and nearly \$800,000.00. These out-of-pocket
14 cost estimates assume no increase in premiums which will certainly not be the case. Although
15 these policies are very large (two of the largest in the receivership estate) and could result in a
16 substantial financial benefit to the estate, the financial burden of the premium payments (even
17 assuming the Receiver can figure out a financing vehicle to do so) would virtually negate the
18 death benefit proceeds.

19 8. The limited amount of funds available to the estate is also problematic. The
20 Receiver has a \$4 million line of credit. There is currently an outstanding balance of
21 approximately \$1.1 million on the line of credit. Thus far, death benefits received on other
22 policies where the insured has died has allowed the Receiver to make reductions on the balance
23 of the line, however, there is no assurance as to when death benefits will be received in the
24 future. The bottom line is that the Receiver has to make the \$4 million line of credit last for as
25 long as he can. Using 1/10th of it every year to pay just the premium on the PER-T&E and
26 MAN-S policies does not make financial sense under the given circumstances.

27 9. Right now, the annual premium cost for all the policies is approximately \$1.9
28 million, all of which has to be borrowed on the line-of-credit. By not paying one year’s worth of

1 premiums for the PER-T&E and MAN-S policies, the saved dollars could pay for the annual
2 premiums of one-third of the other policies for a year. By not paying the premiums for the entire
3 LEs of the insureds on PER-T&E and MAN-S for their entire LEs, the saved dollars would pay
4 for ALL policies for two years. In short, the cost of maintaining the PER-T&E and MAN-S
5 policies is threatening to “sink the boat.” Although the Receiver very much regrets having to
6 abandon what could be a significant asset if there were to be an immediate event which caused
7 the death of all of the insureds, it is his best business judgment that such a thing is unlikely and
8 that the costs outweigh the potential benefits.

9 10. Accordingly, it is the recommendation of the Receiver that the Court authorize the
10 Receiver to abandon both the PER-T&E policy and the MAN-S policy and cease making any
11 payments of premiums. A premium payment on the PER-T&E policy of \$96,000.00 is currently
12 due by the Receiver and unless paid within the month of July 2010, the PER-T&E policy will
13 lapse on or about September 3, 2010. A premium payment on the MAN-S policy of \$12,100.00
14 is about to be due by the Receiver and unless paid within the month of August, 2010, the MAN-S
15 policy will lapse on or about November 21, 2010. Accordingly, time is of the essence in
16 connection with a decision on these policies.

17 11. The Receiver has also discussed with NVI the possibility of a sale of the PER-
18 T&E and MAN-S policies, but given the current market conditions, the scarcity of buyers and
19 the multiple problems associated with these policies, both NVI and the Receiver believe the
20 prospect of a sale is extremely unlikely. Nonetheless, the Receiver will continue to contact
21 potential buyers between now and the date the PER-T&E and MAN-S policies are scheduled to
22 lapse.

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1 **REQUEST FOR EVIDENTIARY HEARING**

2 12. Given the size of the policies and the relative importance of this matter to the
3 receivership estate the Receiver requests that the Court schedule a brief evidentiary hearing so as
4 to review evidence and fully consider the matter as well as allow investors to ask questions and
5 make any comments. In that the PER-T&E policy is scheduled to lapse on September 3, 2010,
6 the Receiver requests that the hearing take place on August 2, 2010.

7 Submitted this 2nd day of July, 2010.

8 Respectfully submitted,

9
10 /s/ Michael J. Quilling

11 MICHAEL J. QUILLING (Tex. Bar No. 16432300)
12 BRENT J. RODINE (Tex. Bar No. 24048770)

13 QUILLING, SELANDER, CUMMISKEY &
14 LOWNDS, P.C.

15 Chris Gibson, SBN 073353
16 Maralee MacDonald, SBN 208699
17 BOUTIN GIBSON DI GIUSTO HODELL INC.

18 Attorneys for Receiver

19
20 **CERTIFICATE OF SERVICE**

21 I hereby certify that on the 2nd day of July, 2010, a copy of this Motion was served on all
22 interested parties through the Court's electronic filing system. In addition, a copy of this motion
23 was served on the following other persons by First Class U.S. Mail:

24 Ernest Jeremias
25 5022 17th Avenue, Apt. 1
26 Brooklyn, NY 11204

Bazzle John Wilson
1291 Nunneley Road
Paradise, CA 95969

27 /s/ Maralee MacDonald
28 Maralee MacDonald

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Attorneys for Michael J. Quilling
Receiver of Defendants Secure Investment Services, Inc.,
American Financial Services, Inc., and Lyndon Group, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

SECURE INVESTMENT SERVICES, INC.,
AMERICAN FINANCIAL SERVICES, INC.,
LYNDON GROUP, INC., DONALD F. NEUHAUS,
and KIMBERLY A. SNOWDEN,

Defendants.

Case No. 2:07-cv-01724 GEB CMK

DECLARATION OF RECEIVER
MICHAEL J. QUILLING IN SUPPORT
OF MOTION FOR AUTHORIZATION
TO ABANDON THE PER-T&E and
MAN-S POLICIES

Hearing Date: August 2, 2010

Time: 9:00 a.m.

Judge: Hon. Garland E. Burrell, Jr.

Michael J. Quilling, the Receiver appointed in these proceedings, respectfully submits the following Declaration in support of the Motion for Authorization to Abandon the PER-T&E and MAN-S Policies, and declares:

1. I am an attorney at law and a shareholder of Quilling, Selander, Cummiskey, & Lownds, P.C. I am the Court appointed receiver and admitted *pro hac vice* in this matter. I make this

1 declaration based on my own personal knowledge and could competently testify regarding the
2 facts below if called to do so.

3 2. One of the assets over which I assumed control as Receiver is life insurance policy
4 number 7430001 in the face amount of \$5 million issued by Travelers Insurance Co. insuring the
5 lives of PER-T&E. The PER-T&E policy is what is commonly known as a second-to-die policy
6 in that both insureds must die before there is any payment of a death benefit. The current death
7 benefit of the PER-T&E policy is \$5,040,783.22.

8 3. Another asset over which I assumed control as Receiver is life insurance policy number
9 1289096 in the face amount of \$2 million issued by Security Mutual insuring the life of MAN-S.
10 The MAN-S policy insures the life of one person and the current death benefit is \$2 million.

11 4. The two assets described in paragraphs 2 and 3 are sometimes collectively referred to in
12 this Declaration as "Policies". In order to protect the identity of the insureds from those who
13 may be interested in their early death, I use an identifier comprised of the first three letters of the
14 last name and the first letter of the first name of the insureds.

15 5. The male insured under the PER-T&E policy is currently 86 years old. Before my
16 appointment as Receiver, a life expectancy estimate ("LE") was obtained in July 2006 which
17 gave the male insured an LE of four years. Based upon a life expectancy estimate that I obtained
18 in July of 2009, he has between 2.8 and 5.2 years from today before he is projected to die. The
19 female insured under the PER-T&E policy is currently 80 years old. Based upon an LE obtained
20 in August 2006 before I was appointed Receiver, the female insured had an LE of 5.5 years. In
21 June 2009, I obtained a new LE which gave her an LE between 7.8 and 12 years from today
22 before she is projected to die.

23 6. The insured under the MAN-S policy is currently 75 years old. Before my appointment
24 as Receiver, an LE obtained in December 2003 gave the insured life expectancy of four years,
25 and another LE obtained in April 2004 gave the insured a life expectancy of 8.75 years. In May
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1 2009, I obtained a new LE which gave the insured between 11.1 and 15.8 years from today
2 before he is projected to die.

3 7. The current year premiums on the PER-T&E policy are \$96,000.00 per quarter, or
4 \$384,000.00 on an annual basis. To date, the receivership estate has expended \$768,900.00 in
5 premiums on the PER-T&E policy. The current year premiums on the MAN-S policy are
6 \$12,600.00 per quarter, or \$50,400.00 on an annual basis. To date the receivership estate has
7 expended \$101,100.00 in premiums on the MAN-S policy.

8 8. Based upon my consultation with National Viatical, Inc. ("NVI"), an expert retained by
9 me in this case with Court approval, it is my recommendation that the PER-T&E policy be
10 abandoned due to the extremely high cost of premiums to the estate and the fact that both
11 insureds have to die before there will be any payment. I further recommend that the MAN-S
12 policy be abandoned due to the relatively young age of the insured, his current medical
13 condition, and the projected length of time that the receivership estate will likely have to pay
14 premiums.

15 9. Assuming that the LEs obtained on the PER-T&E policy by the Receiver are reasonably
16 accurate, the out-of-pocket cost to the receivership over the remaining life of the female insured
17 on the PER-T&E policy would be between \$3 million and \$4.6 million. Similarly, assuming that
18 the LE obtained on the MAN-S policy by the Receiver is reasonably accurate, the out-of-pocket
19 cost to the receivership over the remaining life of the insured on the MAN-S policy would be
20 between \$500,000.00 and nearly \$800,000.00. These out-of-pocket cost estimates assume no
21 increase in premiums which will certainly not be the case. Although these policies are very
22 large (two of the largest in the receivership estate) and could result in a substantial financial
23 benefit to the estate, the financial burden of the premium payments (even assuming I can figure
24 out a financing vehicle to do so) would virtually negate the death benefit proceeds.

25 10. If the receivership were to continue to pay premiums on the Policy, the premiums would
26 be funded by the receivership's line of credit, and the limited amount of funds available to the
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1 estate is also problematic. Through Court Orders, I have been able to obtain a \$4 million line of
2 credit that is secured by my ownership of all of the life insurance policies as Receiver. There is
3 currently an outstanding balance of approximately \$1.1 million on the line of credit. Thus far,
4 death benefits received on other policies where the insured has died has allowed me to make
5 reductions on the balance of the line, however, there is no assurance as to when death benefits
6 will be received in the future. The bottom line is that I have to make the \$4 million line of credit
7 last for as long as possible and using 1/10th of it every year to pay just the premium on the PER-
8 T&E and MAN-S policies does not make financial sense under the given circumstances.

9 11. Right now, the annual premium cost for all the policies is approximately \$1.9 million, all
10 of which has to be borrowed on the line-of-credit. By not paying one year's worth of premiums
11 for the PER-T&E and MAN-S policies, the saved dollars could pay for the annual premiums of
12 one-third of the other policies for a year. By not paying the premiums for the entire LEs of the
13 insureds on PER-T&E and MAN-S for their entire LEs, the saved dollars would pay for ALL
14 policies for two years. In short, the cost of maintaining the PER-T&E and MAN-S policies is
15 threatening to "sink the boat." Although I very much regret having to abandon what could be a
16 significant asset if there were to be an immediate event which caused the death of all of the
17 insureds, it is my best business judgment that such a thing is unlikely and that the costs outweigh
18 the potential benefits.

19 12. Given all of the above, it is my recommendation that the Court authorize me to abandon
20 both the PER-T&E policy and the MAN-S policy and cease making any payments of premiums.
21 A premium payment on the PER-T&E policy of \$96,000.00 is currently due and unless paid
22 within the month of July 2010, the PER-T&E policy will lapse on or about September 3, 2010.
23 A premium payment on the MAN-S policy of \$12,100.00 is about to be due and unless paid
24 within the month of August, 2010, the MAN-S policy will lapse on or about November 21, 2010.
25 Accordingly, time is of the essence in connection with a decision on these policies.
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1 13. I have also discussed with NVI the possibility of a sale of the PER-T&E and MAN-S
2 policies, but given the current market conditions, the scarcity of buyers and the multiple
3 problems associated with these policies, NVI believes, and I concur, that the prospect of a sale is
4 extremely unlikely. Nonetheless, I will continue to contact potential buyers between now and
5 the date the PER-T&E and MAN-S policies are scheduled to lapse.

6 14. Although not required to do so, on July 2, 2010, by U.S. First Class Mail, postage pre-
7 paid, I am giving notice to all investors who have filed "A" Claims of my recommendation to
8 abandon these two policies and notice of the August 2, 2010 hearing. A copy of the Notice that I
9 am sending is attached hereto and marked Exhibit "1."

10 I declare under penalty of perjury that the foregoing is true and correct of my own
11 personal knowledge except those matters stated on information and belief, and as to them, I
12 believe them to be true.

13 Executed on July 1, 2010, at Dallas, Texas.

14 
15 _____
16 Michael J. Quilling
17

18 **CERTIFICATE OF SERVICE**

19 I hereby certify that on the 2nd day of July, 2010, a copy of this Declaration was served on
20 all interested parties through the Court's electronic filing system. In addition, a copy of this
21 motion was served on the following other persons by First Class U.S. Mail:

22 Ernest Jeremias
23 5022 17th Avenue, Apt. 1
24 Brooklyn, NY 11204

Bazzle John Wilson
1291 Nunneley Road
Paradise, CA 95969

25 _____
26 */s/ Maralee MacDonald*
27 Maralee MacDonald
28



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Attorneys for Michael J. Quilling
Receiver of Defendants Secure Investment Services, Inc.,
American Financial Services, Inc., and Lyndon Group, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

SECURE INVESTMENT SERVICES, INC.,
AMERICAN FINANCIAL SERVICES, INC.,
LYNDON GROUP, INC., DONALD F. NEUHAUS,
and KIMBERLY A. SNOWDEN,

Defendants.

Case No. 2:07-cv-01724 GEB CMK

**NOTICE OF MOTION FOR
AUTHORIZATION TO ABANDON
THE PER-T&E AND MAN-S
POLICIES**

Date: August 2, 2010
Time: 9:00 a.m.
Courtroom: 10

TO ALL INVESTORS WHO HAVE FILED "A" CLAIMS:

On August 2, 2010, at 9:00 a.m., or as soon thereafter as the matter may be heard before the Honorable Garland E. Burrell, Jr., at the U.S. District Court for the Eastern District of California, 501 I Street, Department 10, Sacramento, California, Michael J. Quilling, the Receiver appointed in these

1 proceedings ("Receiver"), will move this Court for an Order authorizing Receiver to abandon the
2 receivership estate's ownership interest in the PER-T&E and MAN-S Policies.

3 Based upon extensive discussion with National Viatical, Inc. ("NVI"), the experts retained in
4 this case by the Receiver with Court approval, the Receiver is recommending that the PER-T&E
5 policy be abandoned due to the extremely high cost of premiums to the estate and the fact that both
6 insureds have to die before there will be any payment. The Receiver is further recommending that the
7 MAN-S policy be abandoned due to the relatively young age of the insured, the insured's current
8 medical condition, and the projected length of time that the Receiver will likely have to pay premiums.

9
10 The Receiver has filed a Motion for Authorization to Abandon the PER-T&E and MAN-S
11 Policies and a Declaration in support of the motion, with the Court in this litigation. A copy of the
12 Motion, Declaration, and proposed Order can be reviewed and printed from the Receiver's
13 website at www.secureceiver.com/sis .

14
15 Dated: July 2, 2010.

16 Respectfully submitted,

17 **QUILLING, SELANDER, CUMMISKEY**
18 **& LOWNDS, P.C.**

19 By: /s/ Michael J. Quilling
20 MICHAEL J. QUILLING (Texas Bar No. 16432300)
21 BRENT J. RODINE (Texas Bar No. 24048770)

22 Chris Gibson, SBN 073353
23 Maralee MacDonald, SBN 208699
24 BOUTIN GIBSON DI GIUSTO HODELL INC.

25 Attorneys for Receiver of Defendants Secure Investment
26 Services, Inc., American Financial Services, Inc., and
27 Lyndon Group, Inc.
28

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA
3 SACRAMENTO DIVISION

4 SECURITIES AND EXCHANGE COMMISSION,

5 Plaintiff,

6 v.

7 SECURE INVESTMENT SERVICES, INC.,
8 AMERICAN FINANCIAL SERVICES, INC.,
9 LYNDON GROUP, INC., DONALD F. NEUHAUS,
and KIMBERLY A. SNOWDEN,

10 Defendants.

Case No. 2:07-cv-001724 GEB CMK

**[PROPOSED] ORDER
AUTHORIZING ABANDONMENT
OF THE PER-T&E AND MAN-S
POLICIES**

11 The matter having come before the Court on Receiver Michael J. Quilling's Motion for
12 Authorization to Abandon the PER-T&E and MAN-S Policies, the Court, having considered the
13 motion, the attached exhibits, the pleadings on file and evidence, testimony and argument
14 received by the Court during the hearing on the motion, and the Court finding good cause
15 therefore,
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17 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Receiver's
18 motion is GRANTED and the Receiver is authorized, in his discretion, at such time as the
19 receivership estate is required to expend additional funds to pay premiums, to abandon the
20 receivership estate's interest in the life insurance policy number 7430001 in the face amount of
21 \$5 million issued by Travelers Insurance Co., referred to in Receiver's Motion as the PER-T&E
22 Policy.
23

24 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Receiver is
25 authorized, in his discretion, at such time as the receivership estate is required to expend
26 additional funds to pay premiums, to abandon the receivership estate's interest in the life
27

1 insurance policy number 1289096 in the face amount of \$2 million issued by Security Mutual,
2 referred to in the Receiver's Motion as the MAN-S Policy.

3 SIGNED this ____ day of _____, 2010.
4

5
6 _____
7 UNITED STATES DISTRICT JUDGE
8 HONORABLE GARLAND E. BURRELL, JR.
9

10 **CERTIFICATE OF SERVICE**

11 I hereby certify that on the 2nd day of July, 2010, a copy of this [proposed] Order was
12 served on all interested parties through the Court's electronic filing system. In addition, a copy
13 of this motion was served on the following other persons by First Class U.S. Mail:

13 Ernest Jeremias
14 5022 17th Avenue, Apt. 1
15 Brooklyn, NY 11204

Bazzle John Wilson
1291 Nunneley Road
Paradise, CA 95969

16 _____
17 /s/ Maralee MacDonald
18 Maralee MacDonald
19
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21
22
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