

BOUTIN JONES INC.

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QUILLING, SELANDER, LOWNDS, WINSLETT & MOSER, P.C.

Michael J. Quilling (Tex. Bar No. 16432300) – 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
SURRENDER THE SIL-I POLICY**

Date: May 20, 2013

Time: 9:00 a.m.

Courtroom: 10

TO ALL PARTIES AND COUNSEL OF RECORD:

On May 20, 2013, 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 surrender the
2 receivership estate’s ownership interest in the SIL-I policy.

3 The motion will be based upon this Notice, Receiver’s Motion for Authorization to Surrender
4 the SIL-I and Declaration of Michael J. Quilling in support of the motion, on the papers on file in this
5 matter and the evidence, testimony or argument received by the Court during the hearing on the
6 motion. A proposed order is submitted contemporaneously with this motion.
7

8 Dated: April 19, 2013.

9 Respectfully submitted,

10 **BOUTIN JONES INC.**

11 By: /s/ Maralee Eriksen

12 Maralee Eriksen

13 **QUILLING, SELANDER, LOWNDS**
14 **WINSLETT & MOSER, P.C.**

15 Michael J. Quilling (Tex. Bar No. 16432300)

16 Brent J. Rodine (Tex. Bar No. 24048770)

17 Attorneys for Receiver of Defendants Secure Investment
18 Services, Inc., American Financial Services, Inc., and
19 Lyndon Group, Inc.
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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of April, 2013, 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 by First Class U.S. Mail:

Ernest Jeremias
5022 17th Avenue, Apt. 1
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Bazzle John Wilson
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Richard H. Gray
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David Green & Monica Zukrow
1995 Wild Oak Lane
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/s/ Maralee Eriksen
Maralee Eriksen

4853-1313-0771, v. 1

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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

**RECEIVER'S MOTION FOR
AUTHORIZATION TO
SURRENDER SIL-I POLICY**

Date: May 20, 2013
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 Authorization to Surrender SIL-I Policy and in support of such would show the Court as follows:

1. The Receiver seeks court permission to surrender the SIL-I Policy in exchange for payment of the net cash surrender value from the insurance carrier.

RECEIVER'S MOTION FOR AUTHORIZATION TO SURRENDER THE SIL-I POLICY--

1 2. On July 2, 2010, the Receiver filed a Motion (Dkt. 753) and on July 28, 2010, the
2 Court entered an Order (Dkt. 767) authorizing the Receiver to abandon the PER-T&E and MAN-
3 S policies on grounds somewhat similar to those sought in this Motion.

4 3. On January 6, 2011, the Receiver filed a Motion (Dkt. 810) and on February 4,
5 2011, the Court entered an Order (Dkt. 817) authorizing the Receiver to also abandon the BIE-
6 F&L policies on grounds somewhat similar to those sought in this Motion.

7 4. The SIL-I Policy is what is commonly known as a whole life policy in that
8 premiums are paid over the entire life of the policy, the premium amount will remain constant,
9 and increase the net cash value of the policy. The SIL-I Policy was issued in November of 1995
10 by Metropolitan Life Insurance Company ("MetLife") with a face amount of \$1 million. Prior to
11 the purchase of the policy and prior to the appointment of a Receiver, the insured borrowed
12 money against the cash value that had accrued. The outstanding principal owed on that loan is
13 \$163,929.97, plus accrued interest of \$2,986.85 as of April 18, 2013. Interest on the loan
14 continues to accrue at the rate of 4% per annum. Under the terms of this whole life, there is a
15 substantial cash value on the SIL-I policy of \$468,343.40. However, because of the outstanding
16 loan and accrued interest owed as of April 18, 2013, the SIL-I policy has a death benefit of
17 \$833,145.08, and net cash value payable on surrender of \$301,475.16.

18 5. The male insured under the SIL-I policy will be 79 years old later this month.
19 Before my appointment as Receiver, two other life expectancy estimates ("LE") were obtained.
20 The first LE was obtained in February 2003 and gave the insured an LE slightly more than 2
21 years, and the second LE was obtained in May 2005 and gave the insured an LE of
22 approximately 5.5 years. Based upon a life expectancy estimate that I obtained in July of 2009,
23 he has between 1.5 and 5.25 years *from today* before he is projected to die.

24 6. The current year premiums on the SIL-I policy are \$61,760.00 paid annually. To
25 date, the receivership estate has expended \$315,812.83 in premiums on the SIL-I policy.

26 7. Based upon extensive discussion with the experts retained in this case by the
27 Receiver with Court approval, National Viatical, Inc. ("NVI"), it is the Receiver's
28 recommendation that the SIL-I Policy be surrendered in exchange for payment of the net cash

1 value due to the high cost of premiums to the estate, the current age and medical condition of the
2 insured, and the projected length of time that the Receiver will likely have to pay premiums.

3 8. Assuming that the most recent LE obtained on the SIL-I policy by me are
4 reasonably accurate, the out-of-pocket cost to the receivership over the remaining life of the
5 insured on the Policy would be between \$92,640.00 and \$324,240.00. Although this policy is
6 very large and could result in a financial benefit to the estate, the financial burden of the
7 premium payments (even assuming the Receiver can figure out a financing vehicle to do so)
8 would virtually negate the death benefit proceeds and probably end up with the same net benefit
9 as surrendering the policy to MetLife for the payment of the net cash surrender value.

10 9. The limited amount of funds available to the estate is also problematic. The
11 Receiver has a \$4.5 million line of credit. There is currently an outstanding principal balance of
12 approximately \$4 million on the line of credit. Thus far, death benefits received on other policies
13 where the insured has died has allowed the Receiver to make reductions on the balance of the
14 line, however, there is no assurance as to when death benefits will be received in the future. The
15 bottom line is that the Receiver has to make the \$4.5 million line of credit last for as long as
16 possible, and using it to pay the premium on the SIL-I policy does not make financial sense
17 under the given circumstances.

18 10. Right now, the net cash value received on surrender of the SIL-I policy would pay
19 premiums on the remaining insurance policies in the portfolio for approximately two months.
20 Although the Receiver very much regrets having to surrender what could be a significant asset if
21 there were to be an immediate event which caused the death of the insured, it is my best business
22 judgment that such a thing is unlikely and that the net benefit of receiving the cash value now
23 would result in the same benefit as paying premiums on the policy over the course of the
24 estimated LE of the insured.

25 11. Accordingly, it is the recommendation of the Receiver that the Court authorize me
26 to surrender the SIL-I policy to MetLife and cease making any further payment of premium.
27 Each month that passes increases the amount of accrued interest owed on the outstanding loan,
28

1 and therefore decreases the amount of cash value available on the SIL-I policy. Accordingly,
2 time is of the essence in connection with a decision on this policy.

3 12. The Receiver has also discussed with NVI the possibility of a sale of the SIL-I
4 Policy, but given the current market conditions, the scarcity of buyers and the multiple problems
5 associated with this policy, NVI believes, and I concur, that the prospect of a sale is extremely
6 unlikely, and certainly would not exceed the monetary benefit of surrendering the policy to
7 MetLife and receipt of the net cash value. Nonetheless, I will continue to contact potential
8 buyers in the next 30 days.

9 Submitted this 19th day of April, 2013.

10 Respectfully submitted,

11
12 /s/ Michael J. Quilling

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

14 QUILLING, SELANDER, LOWNDS,
15 WINSLETT & MOSER, P.C.

16 Chris Gibson, SBN 073353
17 Maralee Eriksen, SBN 208699
BOUTIN JONES INC.

18 Attorneys for Receiver
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CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of April, 2013, a copy of this Motion 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 by First Class U.S. Mail:

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David Green & Monica Zukrow
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/s/ Maralee Eriksen
Maralee Eriksen

4836-6857-0387, v. 1

1 **BOUTIN JONES INC.**
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2 Maralee Eriksen, SBN 208699
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5 **QUILLING, SELANDER, LOWNDS,**
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9 Attorneys for Michael J. Quilling
10 Receiver of Defendants Secure Investment Services, Inc.,
American Financial Services, Inc., and Lyndon Group, Inc.

11 UNITED STATES DISTRICT COURT
12 EASTERN DISTRICT OF CALIFORNIA
13 SACRAMENTO DIVISION
14

15 SECURITIES AND EXCHANGE COMMISSION,

16 Plaintiff,

17 v.

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

21 Defendants.

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

DECLARATION OF RECEIVER
MICHAEL J. QUILLING IN SUPPORT
OF MOTION FOR AUTHORIZATION
TO SURRENDER THE SIL-I POLICY

Hearing Date: May 20, 2013

Time: 9:00 a.m.

Judge: Hon. Garland E. Burrell, Jr.

22 Michael J. Quilling, the Receiver appointed in these proceedings, respectfully submits the
23 following Declaration in support of the Motion for Authorization to Surrender the SIL-I Policy,
24 and declares:

25 1. I am an attorney at law and a shareholder of Quilling, Selander, Lownds, Winslett &
26 Moser, P.C. I am the Court appointed receiver and admitted *pro hac vice* in this matter. I make
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1 this declaration based on my own personal knowledge and could competently testify regarding
2 the 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 957100763E2 in the face amount of \$1 million issued by Metropolitan Life Insurance
5 Company ("MetLife") insuring the life of SIL-I. The SIL-I policy is what is commonly known
6 as a whole life policy. Prior to the Receiver's appointment, and prior to the purchase of this
7 viatical, money was loan against the policy and the outstanding balance owed on that loan is
8 \$163,929.97 principal, plus \$2,986.85 in accrued interest through April 18, 2013. The Loan will
9 will continue to accrue interest at the rate of 4% per year. Under the terms of this whole life,
10 there is a substantial cash value on the SIL-I policy of \$468,343.40. However, because of the
11 outstanding loan and accrued interest owed as of April 18, 2013, the SIL-I policy has a death
12 benefit of \$833,145.08, and net cash value payable on surrender of \$301,475.16.

13 3. The asset described in paragraph 2 is sometimes referred to in this Declaration as
14 "Policy". In order to protect the identity of the insured from those who may be interested in his
15 early death, I use an identifier comprised of the first three letters of the last name and the first
16 letter of the first name of the insured.

17 4. The male insured under the SIL-I policy will be 79 years old later this month. Before my
18 appointment as Receiver, two other life expectancy estimates ("LE") were obtained. The first
19 LE was obtained in February 2003 and gave the insured an LE slightly more than 2 years, and
20 the second LE was obtained in May 2005 and gave the insured an LE of approximately 5.5 years.
21 Based upon a life expectancy estimate that I obtained in July of 2009, he has between 1.5 and
22 5.25 years *from today* before he is projected to die.

23 5. The current year premiums on the SIL-I policy are \$61,760.00 paid annually. To date,
24 the receivership estate has expended \$315,812.83 in premiums on the SIL-I policy.

25 6. Based upon my consultation with National Viatical, Inc. ("NVI"), an expert retained by
26 me in this case with Court approval, it is my recommendation that the SIL-I policy be
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1 surrendered in exchange for the net cash value of \$301,475.16, due to the extremely high cost of
2 premiums to the estate, his current age and medical condition, and the projected length of time
3 that the receivership estate will likely have to pay premiums.

4 7. Assuming that the most recent LE obtained on the SIL-I policy by me are reasonably
5 accurate, the out-of-pocket cost to the receivership over the remaining life of the insured on the
6 Policy would be between \$92,640.00 and \$324,240.00. Although this policy is very large and
7 could result in a financial benefit to the estate, the financial burden of the premium payments
8 (even assuming I can figure out a financing vehicle to do so) would virtually negate the death
9 benefit proceeds and probably end up with the same net benefit as surrendering the policy to
10 MetLife for the payment of the net cash surrender value.

11 8. If the receivership were to continue to pay premiums on the policy, the premiums would
12 be funded by the receivership's line of credit, and the limited amount of funds available to the
13 estate is also problematic. Through Court Orders, I have been able to obtain a \$4.5 million line
14 of credit that is secured by my ownership of all of the life insurance policies as Receiver. There
15 is currently an outstanding principal balance of approximately \$4 million on the line of credit.
16 Thus far, death benefits received on other policies where the insured has died has allowed me to
17 make reductions on the balance of the line, however, there is no assurance as to when death
18 benefits will be received in the future. The bottom line is that I have to make the \$4.5 million
19 line of credit last for as long as possible and using it to pay the premium on the SIL-I policy does
20 not make financial sense under the given circumstances.

21 9. Right now, the net cash value received on surrender of the SIL-I policy would pay
22 premiums on the remaining insurance policies in the portfolio for approximately two months.
23 Although I very much regret having to surrender what could be a significant asset if there were
24 to be an immediate event which caused the death of the insured, it is my best business judgment
25 that such a thing is unlikely and that the net benefit of receiving the cash value now would result
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1 in the same benefit as paying premiums on the policy over the course of the estimated LE of the
2 insured.

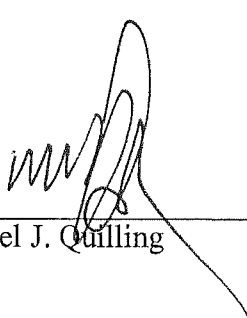
3 10. Given all of the above, it is my recommendation that the Court authorize me to surrender
4 the SIL-I policy to MetLife and cease making any further payment of premium. Each month that
5 passes increases the amount of accrued interest owed on the outstanding loan, and therefore
6 decreases the amount of cash value available on the SIL-I policy. Accordingly, time is of the
7 essence in connection with a decision on this policy.

8 11. I have also discussed with NVI the possibility of a sale of the SIL-I policy, but given the
9 current market conditions, the scarcity of buyers and the multiple problems associated with this
10 policy, NVI believes, and I concur, that the prospect of a sale is extremely unlikely, and certainly
11 would not exceed the monetary benefit of surrendering the policy to MetLife and receipt of the
12 net cash value. Nonetheless, I will continue to contact potential buyers in the next 30 days.

13 12. Although not required to do so, on April 24, 2013, by U.S. First Class Mail, postage pre-
14 paid, I am giving notice to all investors who have filed "A" Claims of my recommendation to
15 abandon this policy and notice of the May 20, 2013 hearing. A copy of the Notice that I am
16 sending is attached hereto and marked Exhibit "1."

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

20 Executed on April 16, 2013, at Dallas, Texas.

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23 _____
24 Michael J. Quilling
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CERTIFICATE OF SERVICE

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I hereby certify that on the 19th day of April, 2013, a copy of this Declaration 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 by First Class U.S. Mail:

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/s/ Maralee Eriksen

Maralee Eriksen

4828-8023-7843, v. 1



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

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SECURE INVESTMENT SERVICES, INC.,
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Defendants.

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

**NOTICE OF MOTION FOR
AUTHORIZATION TO
SURRENDER THE SIL-I POLICY**

Date: May 20, 2013
Time: 9:00 a.m.
Courtroom: 10

TO ALL INVESTORS WHO HAVE FILED "A" CLAIMS:

On May 20, 2013, 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 surrender the
2 receivership estate's ownership interest in the SIL-I Policy.

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 SIL-I policy be
5 surrendered in exchange for payment from the insurance carrier of the net cash surrender value of
6 approximately \$301,475.16 payable as of April 18, 2013. This recommendation is due to the high cost
7 of premiums to the estate, the insured's age and current medical condition, and the projected length of
8 time that the Receiver will likely have to pay premiums.

9
10 The Receiver has filed a Motion for Authorization to Surrender the SIL-I Policy, and a
11 Declaration in support of the motion, with the Court in this litigation. **A copy of the Motion,**
12 **Declaration, and proposed Order can be reviewed and printed from the Receiver's website at**
13 **www.secreceiver.com/sis.**

14
15 Dated: April 19, 2013.

16 Respectfully submitted,

17 **QUILLING, SELANDER, LOWNDS,**
18 **WINSLETT & MOSER, 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 Eriksen, SBN 208699
24 BOUTIN JONES INC.

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

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION

SECURITIES AND EXCHANGE COMMISSION,

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

Defendants.

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

**[PROPOSED] ORDER
AUTHORIZING SURRENDER THE
SIL-I POLICY**

The matter having come before the Court on Receiver Michael J. Quilling's Motion for Authorization to Surrender the SIL-I Policy, the Court, having considered the motion, the attached exhibits, the pleadings on file and evidence, testimony and argument received by the Court during the hearing on the motion, and the Court finding good cause therefore,

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Receiver's motion is GRANTED and the Receiver is authorized, in his discretion, at such time as the receivership estate is required to expend additional funds to pay premiums, to surrender the receivership estate's interest in the life insurance policy number 957100763E2 in the face amount of \$1 million issued by Metropolitan Life Insurance Company (aka "MetLife"), referred to in Receiver's Motion as the SIL-I Policy, in exchange for payment of the net cash value.

SIGNED this _____ day of _____, 2013.

UNITED STATES DISTRICT JUDGE
HONORABLE GARLAND E. BURRELL, JR.

CERTIFICATE OF SERVICE

I hereby certify that on the 19th day of April, 2013, a copy of this [proposed] Order 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 by First Class U.S. Mail:

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/s/ Maralee Eriksen
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4817-7307-2659, v. 1