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Receiver of Defendants Secure Investment Services, Inc.,
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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 SECOND INTERIM APPLICATION TO ALLOW AND PAY ATTORNEY'S FEES AND EXPENSES OF LOCAL COUNSEL AND BRIEF IN SUPPORT Hearing Date: June 16, 2008 Time: 9:00 a.m. Department: 10

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

Michael J. Quilling, Receiver, files this, his Second Interim Application to Allow and Pay Attorneys' Fees and Expenses of Local Counsel and in support of such would respectfully show unto the Court as follows:

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BACKGROUND

1. On or about August 22, 2007, the Securities and Exchange Commission filed its Complaint and request for appointment of a receiver. On October 31, 2007, the Court issued its Order Appointing Receiver pursuant to which Michael J. Quilling was appointed to serve as Receiver in this case.

2. Pursuant to the terms of the Order Appointing Receiver, the Receiver was authorized to employ such attorneys as is necessary and proper in connection with the claims process. Subsequent to his appointment, the Receiver employed the law firm of Boutin Gibson Di Giusto Hodell Inc. ("BOUTIN") as his local counsel.

3. This Application seeks approval and payment of the fees and reimbursement of expenses for BOUTIN for the time period from February 1, 2008 through April 30, 2008.

4. Pursuant to paragraph 17 of the Order Appointing Receiver and after obtaining the consent of the SEC, the Receiver has paid BOUTIN 90% of their fees and 100% of their expenses. The purpose of this Application is to request Court approval of all of the fees and expenses and to allow payment of the 10% fee holdback.

5. During the period covered by this Application, the Receiver has incurred fees and expenses with respect to BOUTIN as to these proceedings on a monthly basis as follows:

Month	Fees	Expenses
February, 2008	$2,766.00	$ 0.0
March, 2008	1,218.00	0.0
April, 2008	2,483.50	216.61
TOTAL:	**$6,467.50**	**$216.61**

6. Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes conveys the following information for the time period of February 1, 2008 through April 30, 2008: (a) the number of hours worked by each attorney and staff member on a particular day; (b) the manner and type of work performed by each attorney and staff member; (c) the customary billing rate for each person rendering service in this matter; and (d) the

monetary value assigned to each task performed by a given attorney and/or staff member. Each of the invoices attached hereto as Exhibit "A" reflect aggregate expenses by category during a given month.

JOHNSON FACTORS

7. In support of this request for allowance of compensation and reimbursement of expenses, the Receiver and BOUTIN respectfully direct this Court's attention to those factors generally considered by courts in awarding compensation to professionals for services performed in connection with the administration of a receivership estate. As stated by the Fifth Circuit Court of Appeals in *Migis v. Pearle Vision, Inc.*, 135 F.3d 1041, 1047 (5th Cir. 1998), "The calculation of attorneys fees involves a well-established process. First, the court calculates a 'lodestar' fee by multiplying the reasonable number of hours expended on the case by the reasonable hourly rates for the participating lawyers. [citation omitted.] The court then considers whether the lodestar figure should be adjusted upward or downward depending on the circumstances of the case. In making a lodestar adjustment the court should look at twelve factors, known as the Johnson factors, after *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714 (5th Cir. 1974)." The Ninth Circuit has expressly adopted the Johnson factors in *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67 (9th Cir. 1975); *see also Quesada v. Thomason,* 850 F.2d 537, 539 (9th Cir. 1988). Those factors, as applied to the services rendered in this case by BOUTIN, are addressed below.

(a) The Time and Labor Required. The Receiver and BOUTIN respectfully refer the Court's attention to Exhibit "A" which details the involvement of BOUTIN's attorneys in this case during the three month period covered by this Application during which a total of more than 25.60 hours of attorney and paraprofessional time have been expended.

(b) The Novelty and Difficulty of the Questions. Many of the tasks reflected in Exhibit "A" involved factual and legal questions which were of substantial complexity.

(c) The Skill Requisite to Perform the Service. The Receiver believes that the services performed in this case have required individuals with experience in the U.S. District Court, Eastern District of California. BOUTIN has considerable experience in this district.

(d) The Preclusion of Other Employment Due to Acceptance of the Case. BOUTIN has not declined any representation solely because of their services as local counsel for the Receiver.

(e) The Customary Fee. The Receiver believes that the hourly rates sought herein are commensurate with or lower than the rates charged by other practitioners of similar experience levels in the Eastern District of California. During the course of these proceedings, the following lawyers at BOUTIN have performed legal services on behalf of the Receiver with respect to these proceedings: Chris Gibson ($350.00 per hour), licensed in California since 1976; Maralee MacDonald ($290.00 per hour) licensed in California since 2000 (previously licensed in Wyoming).

(f) Whether the Fee is Fixed or Contingent. BOUTIN's fees are fixed insofar as monies exist by way of Receivership Assets from which to pay such fees. Payment of such fees, however, is subject to Court approval.

(g) Time Limitations Imposed by the Client or Other Circumstances. The time requirements during the period covered by this Application have been extreme at times, requiring almost daily attention by the Receiver and his attorneys.

(h) The Amount Involved and the Results Obtained. This case involves 49 insurance policies having a death benefit in excess of $50 million. In excess of 600 investors invested more than $31 million to purchase fractionalized interests in the insurance policies. At the time this case was filed, there was approximately $400,000.00 of cash available to meet premium obligations in excess of $1.6 million per annum.

Since his appointment, the Receiver has closed all known bank accounts and has taken possession of all known books and records. He has obtained accurate, current information regarding each policy and has been able to pay premiums on the policies on a current basis. The Receiver has also arranged for a $3 million line of credit to be utilized to pay premiums and other administrative expenses. The Receiver is investigating whether fraudulent transfer and other recoveries may be possible. A website is maintained by the Receiver so as to update the

investors. Claim forms have been approved and mailed to all known investors. Approximately 508 claim forms have been received back from investors.

In short, a tremendous amount of progress has been made with respect to the case in a relatively short period of time.

(i) The Experience, Reputation and Ability of the Attorneys. BOUTIN has several attorneys who work exclusively in the practice of civil trial law. The practice of those attorneys includes the representation of parties before this Court. The reputation of BOUTIN's attorneys is recognized and respected in this community.

(j) The Undesirability of the Case. The representation of the Receiver incident to this case has not been undesirable.

(k) The Nature and Length of the Professional Relationship with the Client. BOUTIN did not represent the Receiver in these proceedings prior to being retained in these proceedings.

(l) Awards in Similar Cases. BOUTIN believes that the fees requested in this case are less than or equal to those which have been awarded in similar cases in this District.

WHEREFORE, the Receiver respectfully requests that the Court allow the requested compensation for professional services and expenses rendered by BOUTIN and authorize the Receiver to pay the 10% fee holdback of $646.75, as per itemization in Exhibit "A" attached hereto and for such other and further relief, general or special, at law or in equity, to which the Receiver and BOUTIN may show themselves justly entitled.

Respectfully submitted,

BOUTIN GIBSON DI GIUSTO HODELL INC.

Dated: May 15, 2008

By /s/ Maralee MacDonald
Maralee MacDonald
Attorneys for Receiver of Defendants
Secure Investment Services, Inc.,
American Financial Services, Inc., and
Lyndon Group, Inc.