IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,	:	
Plaintiff,	:	Civil Action File No. 1:12-CV-1996-TWT
v.	:	
BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC,	:	
Defendants.	:	

APPLICATION OF RECEIVER FOR AUTHORITY TO PAY AND REIMBURSE CERTAIN LITIGATION EXPENSES AND COSTS

COMES NOW, S. Gregory Hays, Receiver (the "Receiver") for Defendant, Lighthouse Financial Partners, LLC, and files this application (the "Application") of the Receiver for authority to pay and reimburse certain litigation expenses and costs incurred on behalf the Receivership Estate (as defined below), respectfully showing the Court as follows:

BACKGROUND

1. Pursuant to an Order of this Court dated July 2, 2012 [ECF No. 11] (the "Appointment Order"), S. Gregory Hays was appointed as Receiver for the Defendant, Lighthouse Financial Partners, LLC, and all of its assets

(collectively, the "Receivership Estate"). The Appointment Order grants the Receiver broad authority over obtaining possession, management, control, and disposal of the assets of the Receivership Estate.

2. Pursuant to Paragraph III of the Appointment Order, the Receiver is empowered to "engage and employ others (without Court approval), including but not limited to consultants, attorneys, accountants, experts and employees of a firm owned by the Receiver, to assist in the Receiver's duties, except that any payment to other professionals for their services shall by subject to Court approval."

3. The Receiver has retained the law firm of Dovin Malkin Ficken, LLC, as litigation counsel (the "Litigation Counsel") to investigate, evaluate, and, if appropriate, pursue claims for the benefit of the Receivership Estate against former legal counsel for Lighthouse (the "Page Perry Defendants").

4. On November 25, 2013, Litigation Counsel filed on behalf of the Receiver a complaint against the Page Perry Defendants to initiate Ancillary Proceeding No 1:13-cv-3925-TWT (the "Page Perry Litigation").

REQUESTED RELIEF

5. Pursuant to the contingency fee agreement, as amended, by and between Litigation Counsel and the Receivership Estate: a) Litigation Counsel is

entitled to a contingency fee based on the amount of funds recovered by Litigation Counsel from the Page Perry Litigation, plus actual out of pocket costs and expenses incurred Litigation Counsel as a result of the Page Perry Litigation; and b) costs and expenses related to the Page Perry Litigation will be advanced by Litigation Counsel and reimbursed by the Receivership Estate periodically.

6. This Application seeks approval for payment and reimbursement of certain expenses and costs incurred by Litigation Counsel on behalf of the Receivership Estate.

7. Litigation Counsel incurred $7,400 in costs and expenses on behalf of the Receivership Estate in the employment of JAMS in the role of litigation consultant with regard to the Page Perry Litigation as set forth in the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

8. The costs and expenses incurred by Litigation Counsel as set forth in the invoice attached hereto as Exhibit "B" and incorporated herein by reference were incurred by Litigation Counsel in obtaining an opinion from a former Federal appellate court judge with regard to the viability of the Page Perry

Litigation, various orders of this Court, and the potential appeal from an order entered by this Court in the Page Perry Litigation (the "Dismissal Order").

9. The amount of the expenses set forth in the invoice attached hereto: a) were actually incurred and paid by Litigation Counsel for the benefit of litigation pursued on behalf of the Receivership Estate; and b) are appropriate and reasonable under the circumstances in analyzing whether to proceed with the Page Perry Litigation.

10. The Receiver has provided both the SEC and counsel for the Defendants with copies of this Application in accordance with the requirements of the Appointment Order.

11. The Receiver requests that the Court authorize the payment of all expenses incurred by Litigation Counsel as set forth in this Application (and more fully described in the attached statement). All expenses will be paid from the litigation reserve in the Receivership Estate maintained by the Receiver (the "Reserve"). A proposed Order granting the relief requested in this Application is attached hereto as Exhibit "C" and incorporated herein by reference.

12. The Receiver is currently holding $390,565.50 in cash for the benefit of Receivership Estate and, as such, has sufficient funds to pay the expenses and costs sought in this Application and maintain the Reserve to pay certain future

costs related to potential litigation and the administration of the Receivership Estate.

WHEREFORE, the Receiver respectfully requests that the Court:

1. Review and approve the costs advanced by Litigation Counsel on behalf of the Receivership Estate;

2. Authorize the Receiver to make payment of such approved costs and expenses as requested herein from the litigation Reserve in the Receivership Estate;

3. Enter an Order substantially in the form of the Order attached to this Application as Exhibit C; and

4. Grant such other and further relief as the Court deems just and proper.

This the 11th day of September, 2014.

/s/
S. Gregory Hays, Receiver for Lighthouse Financial Partners, LLC, Defendant

Hays Financial Consulting, LLC
Atlanta Financial Center
3343 Peachtree Road, N.E.
East Tower, Suite 200
Atlanta, GA 30326-1420
(404) 926-0051

/s/
James C. Frenzel
Georgia Bar No. 276830
Counsel for S. Gregory Hays, Receiver for
Defendant, Lighthouse Financial Partners, LLC

Of Counsel:
James C. Frenzel, P.C.
Suite 155, East Tower
Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
(404) 266-9961
Jcf-bklaw@mindspring.com

JAMS FEE AGREEMENT & CANCELATION POLICY
Please complete this form: sign, date, and return to Lauryn Hall either by email at LHall@jamsadr.com or by fax at 404-588-0905.

Case Name: Hays, S. Gregory as Receiver for Lighthouse Financial Partners, LLC
Ref. #: 1440004246

1. Professional Fees

Professional services for this matter, including but not limited to reading and other preparation time, the session time, extra session time, and any additional services or work, will be billed at the neutral's normal rate. Fees for unused scheduled time will not be refunded. The professional fees for Hon. Stanley F. Birch, Jr. (Ret.) are $700 per hour.

2. Additional Fees

A. Case Management Fees: Each party will be charged an initial non-refundable Case Management Fee of $400.00. Please see attached Fee Schedule for policy on reassessment.
B. Expenses are billed at cost.
C. Reading and Research Fees: Parties will be billed according to the neutral's fee schedule for reading and research time.

3. Cancelation and Rescheduling Policy

According to the JAMS Fee Schedule, fees for hearing sessions are non-refundable if a session is canceled or rescheduled less than 30 days before the session date, unless the neutral's time is rescheduled with another matter. Cancelation and rescheduling fees will be paid by the canceling party(ies). Case Management Fees are non-refundable.

4. Payment

A. The parties agree to divide the professional fees and additional fees as follows:
100% to Dovin Malkin & Ficken LLC on behalf of S. Gregory Hays and Lighthouse Financial Partners, LLC and as set forth in the neutral's Fee Schedule.
B. Each party agrees to pay its share of the fees and expenses for services upon receipt of invoice which will be provided to the parties at the conclusion of mediation. Unless it otherwise agrees, JAMS is not bound by agreements between or among the parties with respect to its fees.

By the signatures below, each participant, either directly or through counsel, hereby certifies that s/he has read this entire Agreement and agrees with all matters stated herein. This Agreement may be signed in counterparts.

Signed: _____	Signed: _____
Print Name: Edward J Dovin	Print Name: _____
For: _____	For: _____
Dated: 9/4/14	Dated: _____

General Fee Schedule

East Central

PROFESSIONAL FEES

- Hourly and daily rates vary depending on neutral. Neutrals are independent contractors and set their own rates.
- Session fees are generally divided equally among all parties.

NON-REFUNDABLE CASE MANAGEMENT FEE

- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.
- The Case Management Fee is reassessed on cases that continue beyond originally scheduled professional time.
- Professional fees include time spent for sessions and pre- and post-sessions reading and research time.

Mediations

One day is defined as 10 hours of professional time	*Fee*
1-3 days	$275 per party, per day
Time in excess of initial 30 hours	10% of professional fees

Discovery, Court Reference and Contract Matters

One day is defined as 10 hours of professional time	*Fee*
1-3 days	$400 per party, per day
Time in excess of initial 30 hours	10% of professional fees

Arbitrations

One day is defined as 10 hours of professional time	*Fee*
1-3 days	$400 per party, per day
Time in excess of initial 30 hours	10% of professional fees

- Unused session time is non-refundable.
- Session fees are non-refundable if time scheduled (or a portion thereof) is cancelled or continued within the cancellation period unless the Neutral's time can be rescheduled with another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party causing the continuance or cancellation is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time is billed to the parties. Any unused portion is refunded.
- All fees are due and payable upon receipt of invoice and payment must be received in advance of session. JAMS reserves the right to cancel your session if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- Receipt of payment for all fees is required prior to service of an order or award.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Hays, S. Gregory as Receiver for Lighthouse Financial Partners, LLC
Reference No. 1440004246

I, Lauryn Hall, not a party to the within action, hereby declare that on September 03, 2014 I served the attached Engagement Letter and Fee Agreement on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Atlanta, GEORGIA, addressed as follows:

Allison S.H. Ficken Esq.
Edward Dovin Esq.
Dovin Malkin & Ficken LLC
3414 Peachtree Rd NE
Monarch Plaza Suite 625
Atlanta, GA 30326
Phone: 770-829-3869
ahficken@dmflawfirm.com
ejdovin@dmflawfirm.com
Parties Represented:
Lighthouse Financial Partners, LLC
S. Gregory Hays

I declare under penalty of perjury the foregoing to be true and correct. Executed at Atlanta, GEORGIA on September 03, 2014.

Lauryn Hall
lhall@jamsadr.com

SERVICE LIST

Case Name: Hays, S. Gregory as Receiver for Lighthouse Financial Partners, LLC
Hear Type: Neutral Evaluation
Reference #: 1440004246
Case Type: Business/Commercial
Panelist: Birch, Jr., Stanley F.,

Edward Dovin

Dovin Malkin & Ficken LLC
Edward Dovin — Claimant
3414 Peachtree Rd NE
Monarch Plaza Suite 625
Atlanta, GA 30326
Phone: 770-829-3869
Fax: 770-829-3865
ejdovin@dmflawfirm.com

Party Represented:
Lighthouse Financial Partners, LLC
S. Gregory Hays

Allison S.H. Ficken

Dovin Malkin & Ficken LLC
Allison S.H. Ficken — Claimant
3414 Peachtree Rd NE
Monarch Plaza Suite 625
Atlanta, GA 30326
Phone: 770-829-3869
Fax: 770-829-3865
ahficken@dmflawfirm.com

Party Represented:
Lighthouse Financial Partners, LLC
S. Gregory Hays

Dovin Malkin & Ficken LLC

Monarch Plaza
3414 Peachtree Road, NE - Suite 625
Atlanta, GA 30326

September 05, 2014

Invoice submitted to:

Lighthouse Financial Partners, LLC
c/o S. Gregory Hays as Receiver
Hays Financial Consulting, LLC
3343 Peachtree Road, NE--Suite 200
Atlanta GA 30326

Invoice # 11898

	Additional Charges :	
		Amount
9/4/2014	JAMS fees - Judge Birch consultation	7,400.00
	Total additional charges	$7,400.00
	Previous balance	$298.97
	Accounts receivable transactions	
8/18/2014	Payment - Thank You No. 10193	($298.97)
	Total payments and adjustments	($298.97)
	Balance due	$7,400.00

Exhibit B

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

SECURITIES AND EXCHANGE COMMISSION,	:	
Plaintiff,	:	Civil Action File No. 1:12-CV-1996-TWT
v.	:	
BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC,	:	
Defendants.	:	

ORDER AUTHORIZING AND DIRECTING PAYMENT AND REIMBURSEMENT OF LITIGATION EXPENSES

This matter is before the Court on the Application (the "Application") of S. Gregory Hays, the Receiver of the Defendant, Lighthouse Financial Partners, LLC for authority to pay and reimburse certain litigation expenses and costs incurred on behalf of the Receivership Estate.[1] No objection was filed to the relief sought by the Receiver in the Application. Having considered the Application and the attached exhibits and other materials provided in support thereof and given that no further notice or opportunity for hearing is necessary or required, for good cause shown, it is hereby:

[1] Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Application.

ORDERED, that the litigation costs and expenses that are the subject of the Application are hereby approved and that S. Gregory Hays, Receiver for the Receivership Estate, is hereby authorized to pay and reimburse such costs and expenses from the litigation Reserve maintained by the Receiver in the Receivership Estate.

IT IS SO ORDERED, this ____ day of _____, 2014.

_____

THOMAS W. THRASH, JR., Judge
United States District Court
Northern District of Georgia

CERTIFICATE OF COMPLIANCE

This is to certify that to the best of my knowledge this document has been prepared with one of the font and point selections approved by the Court in LR 5.1B, pursuant to LR 7. Specifically, the above-mentioned document has been prepared using Times New Roman font, 14 point.

This, the 11th day of September, 2014.

Respectfully submitted,

/s/
James C. Frenzel
Georgia Bar No. 276830
Counsel for S. Gregory Hays, Receiver for Defendant, Lighthouse Financial Partners, LLC

Of Counsel:
James C. Frenzel, P.C.
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3343 Peachtree Road, NE
Atlanta, Georgia 30326
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BENJAMIN DANIEL DEHAAN AND LIGHTHOUSE FINANCIAL PARTNERS, LLC,	:	
Defendants.	:	

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the APPLICATION OF RECEIVER FOR AUTHORITY TO PAY AND REIMBURSE CERTAIN LITIGATION EXPENSES AND COSTS in a sealed envelope by first class mail with postage adequate to insure delivery to:

Edward G. Sullivan, Esq.
U.S. Securities and Exchange Commission
950 East Paces Ferry Road, NE
Suite 900
Atlanta, GA 30326

S. Gregory Hays, Receiver
Hays Financial Consulting, LLC
3343 Peachtree Road, NE
Suite 200
Atlanta, GA 30326

Howard J. Weintraub, Esq.
Benjamin B. Alper, Esq.
Counsel for Benjamin Daniel DeHaan
Law Offices of Howard J. Weintraub, P.C.
1355 Peachtree Street, NE, Suite 1250
Atlanta, GA 30309

Christine L. Mast, Esq.
Matthew G. McLaughlin, Esq.
Counsel for Page Perry, LLC
Hawkins Parnell Thackston & Young, LLP
4000 SunTrust Plaza
303 Peachtree Street NE
Atlanta, Georgia 30308-3243

Joseph D. Wargo, Esq.
Ryan D. Watstein, Esq.
Counsel for Anatoly Melamud
Wargo French
999 Peachtree Street NE, 26th Floor
Atlanta, Georgia 30309

This the 11th day of September, 2014.

Respectfully submitted,

/s/
James C. Frenzel
Georgia Bar No. 276830
Counsel for S. Gregory Hays, Receiver for Defendant, Lighthouse Financial Partners, LLC

Of Counsel:
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