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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 SECURITIES AND EXCHANGE  
11 COMMISSION,

12 Plaintiff,

13 vs.

14 LOUIS V. SCHOOLER and FIRST  
15 FINANCIAL PLANNING CORPORATION  
d/b/a WESTERN FINANCIAL PLANNING  
16 CORPORATION,

17 Defendants.

Case No. 12 CV 2164 GPC JMA

**NOTICE OF FILING OF PROPOSED  
PRELIMINARY INJUNCTION ORDER AND  
ORDER APPOINTING THOMAS C.  
HEBRANK PERMANENT RECEIVER**

18  
19 **TO THE CLERK OF THE COURT, DEFENDANTS AND THEIR COUNSEL OF**  
20 **RECORD:**

21 **PLEASE TAKE NOTICE** that, pursuant to the Court's Order issued on January 11,  
22 2013, Plaintiff Securities and Exchange Commission hereby files its proposed Preliminary  
23 Injunction Order and Order Appointing Thomas C. Hebrank Permanent Receiver, a copy of  
24 which is attached hereto.

25 Dated: January 14, 2013

Respectfully submitted,

26  
27 /s/ Sam S. Puathasnanon

Attorney for Plaintiff  
28 Securities and Exchange Commission

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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

LOUIS V. SCHOOLER and FIRST  
FINANCIAL PLANNING CORPORATION  
d/b/a WESTERN FINANCIAL PLANNING  
CORPORATION,

Defendants.

Case No. 12 CV 2164 GPC JMA

**PRELIMINARY INJUNCTION ORDER AND  
ORDER APPOINTING THOMAS C.  
HEBRANK PERMANENT RECEIVER**

1 This matter came before the Court upon an Order to Show Cause Re Preliminary  
2 Injunction and the Receiver’s Second Report and Proposal Regarding the Assets of Western and  
3 Louis Schooler. The Court, having considered the evidence and argument presented to the Court  
4 in this matter, finds that:

5 A. This Court has jurisdiction over the parties to, and the subject matter of, this  
6 action.

7 B. Good cause exists to believe that Louis V. Schooler (“Schooler”) and First  
8 Financial Planning Corporation d/b/a Western Financial Planning Corporation  
9 (“Western”), and each of them, have engaged in, are engaging in, and are about to  
10 engage in transactions, acts, practices and courses of business that constitute  
11 violations of Sections 5(a) and 5(c) of the Securities Act of 1933 (“Securities  
12 Act”), 15 U.S.C. §§ 77e(a) & 77e(c).

13 C. The Securities and Exchange Commission (“Commission”) has demonstrated a  
14 probability of success on the merits in this action.

15 D. Good cause exists to believe that defendants Schooler and Western (collectively  
16 “Defendants”) will continue to engage in such violations to the immediate and  
17 irreparable loss and damage to investors and to the general public unless they are  
18 restrained and enjoined.

19 **I.**

20 IT IS HEREBY ORDERED that the Commission’s request for a preliminary injunction  
21 and for appointment of a permanent receiver is GRANTED.

22 **II.**

23 IT IS FURTHER ORDERED that Schooler and Western, and their officers, agents,  
24 servants, employees, attorneys, subsidiaries and affiliates, and those persons in active concert or  
25 participation with any of them who receive actual notice of this Order, by personal service or  
26 otherwise, and each of them, be and hereby are preliminarily enjoined from, directly or  
27 indirectly, in the absence of any applicable exemption:  
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1 (a) Unless a registration statement is in effect as to a security, making use of any  
2 means or instruments of transportation or communication in interstate commerce  
3 or of the mails to sell such security through the use or medium of any prospectus  
4 or otherwise;

5 (b) Unless a registration statement is in effect as to a security, carrying or causing to  
6 be carried through the mails or in interstate commerce, by any means or  
7 instruments of transportation, any such security for the purpose of sale or for  
8 delivery after sale; or

9 (c) Making use of any means or instruments of transportation or communication in  
10 interstate commerce or of the mails to offer to sell or offer to buy through the use  
11 or medium of any prospectus or otherwise any security, unless a registration  
12 statement has been filed with the Commission as to such security, or while the  
13 registration statement is the subject of a refusal order or stop order or (prior to the  
14 effective date of the registration statement) any public proceeding or examination  
15 under Section 8 of the Securities Act, 15 U.S.C. § 77h.

16 in violation of Section 5 of the Securities Act, 15 U.S.C. § 77e.

17 **III.**

18 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, defendants  
19 Schooler and Western, and their officers, agents, servants, employees, attorneys, subsidiaries,  
20 and affiliates, and those persons in active concert with them, who receive actual notice of this  
21 Order, by personal service or otherwise, and each of them, be and hereby are preliminarily  
22 enjoined from, directly or indirectly, transferring, assigning, selling, hypothecating, changing,  
23 wasting, dissipating, converting, concealing, encumbering, or otherwise disposing of, in any  
24 manner, any funds, assets, securities, claims or other real or personal property, including any  
25 notes or deeds of trust or other interest in real property, wherever located, of Western, its  
26 subsidiaries, or the entities listed on Schedule 1 and Schedule 2, owned by, controlled by,  
27 managed by or in the possession or custody of any of them and from transferring, encumbering  
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1 dissipating, incurring charges or cash advances on any debit or credit card of the credit  
2 arrangement of Western, its subsidiaries, or the entities listed on Schedule 1 and Schedule 2.

3 **IV.**

4 IT IS FURTHER ORDERED that Thomas C. Hebrank is appointed as permanent  
5 receiver of Western, its subsidiaries, and the entities listed on Schedule 1, with full powers of an  
6 equity receiver, including, but not limited to, full power over all funds, assets, collateral,  
7 premises (whether owned, leased, occupied, or otherwise controlled), choses in action, books,  
8 records, papers and other property belonging to, being managed by or in the possession of or  
9 control of Western, its subsidiaries, or the entities listed on Schedule 1, and that such receiver is  
10 immediately authorized, empowered and directed:

- 11 A. to have access to and to collect and take custody, control, possession, and charge  
12 of all funds, assets, collateral, premises (whether owned, leased, occupied, or  
13 otherwise controlled), choses in action, books, records, papers and other real or  
14 personal property, wherever located, of or managed by Western, its subsidiaries,  
15 or the entities listed on Schedule 1, with full power to sue, foreclose, marshal,  
16 collect, receive, and take into possession all such property including access to and  
17 taking custody, control, and possession of all such Western property, and that of  
18 its subsidiaries or the entities listed on Schedule 1; the permanent receiver shall  
19 have authority to enter and secure the premises located at 5186 Carroll Canyon  
20 Road, San Diego, CA 92121, including by locksmith and change of key;
- 21 B. to have control of, and to be added as the sole authorized signatory for, all  
22 accounts of the entities in receivership or otherwise listed on Schedule 1 or  
23 Schedule 2, including all accounts at any bank, title company, escrow agent,  
24 financial institution or brokerage firm (including any futures commission  
25 merchant) (1) which has possession, custody or control of any assets or funds of  
26 Western, its subsidiaries, or the entities listed on Schedule 1 or Schedule 2, or (2)  
27 which maintains accounts over which Western, its subsidiaries, or the entities  
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1 listed on Schedule 1 or Schedule 2, and/or any of their employees or agents have  
2 signatory authority;

3 C. to conduct such investigation and discovery as may be necessary to locate and  
4 account for all of the assets of or managed by Western, its subsidiaries, or the  
5 entities listed on Schedule 1 and Schedule 2, and to engage and employ attorneys,  
6 accountants and other persons to assist in such investigation and discovery;

7 D. to take such action as is necessary and appropriate to preserve and take control of  
8 and to prevent the dissipation, concealment, or disposition of any assets of or  
9 managed by Western, its subsidiaries, or the entities listed on Schedule 1 and  
10 Schedule 2;

11 E. to make an accounting, as soon as practicable, to this Court and the Commission  
12 of the assets and financial condition of Western and to file the accounting with the  
13 Court and deliver copies thereof to all parties;

14 F. to make such payments and disbursements from the funds and assets taken into  
15 custody, control, and possession or thereafter received by him, and to incur, or  
16 authorize the making of, such agreements as may be necessary and advisable in  
17 discharging his duties as permanent receiver;

18 G. to employ attorneys, accountants, and others to investigate and, where  
19 appropriate, to institute, pursue, and prosecute all claims and causes of action of  
20 whatever kind and nature which may now or hereafter exist as a result of the  
21 activities of present or past employees or agents of Western, its subsidiaries, or  
22 the entities listed on Schedule 1 and Schedule 2; and

23 H. to have access to and monitor all mail, electronic mail, and video phone of the  
24 entities in receivership in order to review such mail, electronic mail, and video  
25 phone which he or she deems relates to their business and the discharging of his  
26 duties as permanent receiver.

27 I. to operate and control the content of information posted on any Internet website  
28 maintained by Western, its subsidiaries, and the entities listed on Schedule 1.

1 J. to exercise all the lawful powers of Western, its subsidiaries, and the entities  
2 listed on Schedule 1, and their officers, directors, employees, representatives,  
3 partners, or persons who exercise similar powers and perform similar duties.

4 **V.**

5 IT IS FURTHER ORDERED that defendant Western, its subsidiaries, and the entities  
6 listed on Schedule 1, and their officers, agents, servants, employees and attorneys, and any other  
7 persons who are in custody, possession or control of any assets, collateral, books, records, papers  
8 or other property of or managed by any of the entities in receivership, shall forthwith give access  
9 to and control of such property to the permanent receiver.

10 **VII.**

11 IT IS FURTHER ORDERED that no officer, agent, servant, employee or attorney of  
12 Western, its subsidiaries, and the entities listed on Schedule 1, shall take any action or purport to  
13 take any action, in the name of or on behalf of Western, its subsidiaries, and the entities listed on  
14 Schedule 1, without the written consent of the permanent receiver or order of this Court.

15 **VIII.**

16 IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of  
17 this receivership, all clients, investors, trust beneficiaries, note holders, creditors, claimants,  
18 lessors and all other persons or entities seeking relief of any kind, in law or in equity, from  
19 Western, its subsidiaries, or the entities listed on Schedule 1 and Schedule 2, and all persons  
20 acting on behalf of any such investor, trust beneficiary, note holder, creditor, claimant, lessor,  
21 consultant group or other person, including sheriffs, marshals, servants, agents, employees and  
22 attorneys, are hereby restrained and enjoined from, directly or indirectly, with respect to these  
23 persons and entities:

24 A. commencing, prosecuting, continuing or enforcing any suit or proceeding (other  
25 than the present action by the Commission or any other action by the government)  
26 against any of them;

27 B. using self-help or executing or issuing or causing the execution or issuance of any  
28 court attachment, subpoena, replevin, execution or other process for the purpose

1 of impounding or taking possession of or interfering with or creating or enforcing  
2 a lien upon any property or property interests owned by or in the possession of  
3 Western, its subsidiaries, or the entities listed on Schedule 1 and Schedule 2; and

4 C. doing any act or thing whatsoever to interfere with taking control, possession or  
5 management by the permanent receiver appointed hereunder of the property and  
6 assets owned, controlled or managed by or in the possession of Western, its  
7 subsidiaries, or the entities listed on Schedule 1 and Schedule 2, or in any way to  
8 interfere with or harass the permanent receiver or his attorneys, accountants,  
9 employees, or agents or to interfere in any manner with the discharge of the  
10 permanent receiver's duties and responsibilities hereunder.

11 **IX.**

12 IT IS FURTHER ORDERED that defendants Schooler and Western, and their  
13 subsidiaries, affiliates, officers, agents, servants, employees and attorneys, including but not  
14 limited to the entities listed on Schedule 1 and Schedule 2, shall cooperate with and assist the  
15 permanent receiver and shall take no action, directly or indirectly, to hinder, obstruct, or  
16 otherwise interfere with the permanent receiver or his attorneys, accountants, employees or  
17 agents, in the conduct of the permanent receiver's duties or to interfere in any manner, directly or  
18 indirectly, with the custody, possession, management, or control by the permanent receiver of the  
19 funds, assets, collateral, premises, and choses in action described above.

20 **X.**

21 IT IS FURTHER ORDERED that defendant Western, its subsidiaries, and the entities  
22 listed on Schedule 1 and Schedule 2, shall pay the costs, fees and expenses of the permanent  
23 receiver incurred in connection with the performance of his duties described in this Order,  
24 including the costs and expenses of those persons who may be engaged or employed by the  
25 permanent receiver to assist him in carrying out his duties and obligations. All applications for  
26 costs, fees, and expenses for services rendered in connection with the receivership other than  
27 routine and necessary business expenses in conducting the receivership, such as salaries, rent,  
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1 and any and all other reasonable operating expenses, shall be made by application setting forth in  
2 reasonable detail the nature of the services and shall be heard by the Court.

3 **XI.**

4 IT IS FURTHER ORDERED that no bond shall be required in connection with the  
5 appointment of the permanent receiver. Except for an act of gross negligence, the permanent  
6 receiver shall not be liable for any loss or damage incurred by any of the defendants, their  
7 officers, agents, servants, employees and attorneys or any other person, by reason of any act  
8 performed or omitted to be performed by the permanent receiver in connection with the  
9 discharge of his duties and responsibilities.

10 **XII.**

11 IT IS FURTHER ORDERED that representatives of the Commission and any other  
12 government agency are authorized to have continuing access to inspect or copy any or all of the  
13 corporate books and records and other documents of Western and the other entities in  
14 receivership, and continuing access to inspect their funds, property, assets and collateral,  
15 wherever located.

16 **XIII.**

17 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, defendants  
18 Schooler and Western, and their officers, agents, servants, employees, attorneys, subsidiaries and  
19 affiliates, including but not limited to the entities listed on Schedule 1 and Schedule 2, and those  
20 persons in active concert or participation with any of them, who receive actual notice of this  
21 Order, by personal service or otherwise, and each of them, be and hereby are preliminarily  
22 enjoined from, directly or indirectly: destroying, mutilating, concealing, transferring, altering, or  
23 otherwise disposing of, in any manner, any documents, which includes all books, records,  
24 computer programs, computer files, computer printouts, contracts, emails, correspondence,  
25 memoranda, brochures, or any other documents of any kind in their possession, custody or  
26 control, however created, produced, or stored (manually, mechanically, electronically, or  
27 otherwise), pertaining in any manner to defendants Schooler and/or Western.

**XIV.**

IT IS FURTHER ORDERED that any person who receives actual notice of this Order by personal service or otherwise, and who holds, possesses or controls assets exceeding \$5,000 for the account or benefit of Western, shall within 5 days of receiving actual notice of this Order provide counsel for the Commission with a written statement identifying all such assets, the value of such assets, or best approximation thereof, and any account number(s) or account name(s) in which the assets are held.

**XV.**

IT IS FURTHER ORDERED that this Court shall retain jurisdiction over this action for the purpose of implementing and carrying out the terms of all orders and decrees which may be entered herein and to entertain any suitable application or motion for additional relief within the jurisdiction of this Court.

IT IS SO ORDERED.

DATED: December \_\_ 2012

\_\_\_\_\_  
HONORABLE GONZALO P. CURIEL  
UNITED STATES DISTRICT JUDGE

**SCHEDULE 2**

<b><u>Bank Name</u></b>	<b><u>Account Name</u></b>	<b><u>Account Number</u></b>
Security Business Bank of San Diego	A B L Partners	XXXXXX7267
Security Business Bank of San Diego	Antelope Springs Partners	XXXXXX7606
Security Business Bank of San Diego	Big Ranch Partners	XXXXXX7390
Security Business Bank of San Diego	BLA Partners	XXXXXX6558
Security Business Bank of San Diego	Borderland Partners	XXXXXX6566
Security Business Bank of San Diego	Bratton View Partners	XXXXXX6574
Security Business Bank of San Diego	Cactus Ridge Partners	XXXXXX1540
Security Business Bank of San Diego	Carson Valley Partners	XXXXXX6608
Security Business Bank of San Diego	Checkered Flag Partners	XXXXXX6616
Security Business Bank of San Diego	Clearwater Bridge	XXXXXX6069
Security Business Bank of San Diego	Comstock Partners	XXXXXX8463
Security Business Bank of San Diego	Crystal Clearwater	XXXXXX6051
Security Business Bank of San Diego	Dayton View Partners	XXXXXX6426
Security Business Bank of San Diego	Desert View Partners	XXXXXX2143
Security Business Bank of San Diego	Eagle View Partners	XXXXXX1847
Security Business Bank of San Diego	Eagle View Partners	XXXXXX1854
Security Business Bank of	Fairway Partners	XXXXXX6418

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
San Diego		
Security Business Bank of San Diego	Falcon Heights Partners	XXXXXX2167
Security Business Bank of San Diego	Falcon Heights Partners, LLC	XXXXXX2175
Security Business Bank of San Diego	Fernley I, LLC	XXXXXX5970
Security Business Bank of San Diego	Free Trade Partners	XXXXXX6392
Security Business Bank of San Diego	Frontage 177 Partners	XXXXXX5327
Security Business Bank of San Diego	Frontage 177 Partners, LLC	XXXXXX5335
Security Business Bank of San Diego	Galena Ranch Partners	XXXXXX1541
Security Business Bank of San Diego	Gila View Partners	XXXXXX1210
Security Business Bank of San Diego	Gold Ridge Partners	XXXXXX9792
Security Business Bank of San Diego	Grand View Partners	XXXXXX0667
Security Business Bank of San Diego	Green View Partners	XXXXXX6384
Security Business Bank of San Diego	Heavenly View Partners	XXXXXX6285
Security Business Bank of San Diego	Hidden Hills Partners	XXXXXX9180
Security Business Bank of San Diego	High Desert Partners	XXXXXX6085
Security Business Bank of San Diego	High Desert Shadow, LLC	XXXXXX6093
Security Business Bank of San Diego	Highway 50 Partners	XXXXXX1698
Security Business Bank of San Diego	Hollywood Partners	XXXXXX6301

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	Honey Springs Partners	XXXXXX6319
Security Business Bank of San Diego	Horizon Partners	XXXXXX6293
Security Business Bank of San Diego	International Partners	XXXXXX9941
Security Business Bank of San Diego	Jamul Meadows Partners	XXXXXX6343
Security Business Bank of San Diego	Lahontan Partners	XXXXXX1227
Security Business Bank of San Diego	Las Vegas Partners	XXXXXX9982
Security Business Bank of San Diego	Lyons Valley Partners	XXXXXX6350
Security Business Bank of San Diego	Mesa View Partners	XXXXXX1268
Security Business Bank of San Diego	Mex-Tec Partners	XXXXXX6368
Security Business Bank of San Diego	Mohawk Mountain Partners	XXXXXX1680
Security Business Bank of San Diego	Mountain View Partners	XXXXXX1466
Security Business Bank of San Diego	Nevada View Partners	XXXXXX9073
Security Business Bank of San Diego	Night Hawk Partners, LLC	XXXXXX3793
Security Business Bank of San Diego	Night Hawk Partners	XXXXXX3801
Security Business Bank of San Diego	North Springs Partners	XXXXXX1425
Security Business Bank of San Diego	Ocotillo View Partners	XXXXXX1482
Security Business Bank of San Diego	Orange Vista Partners	XXXXXX1946
Security Business Bank of San Diego	Osprey Partners	XXXXXX4809

	<b><u>Bank Name</u></b>	<b><u>Account Name</u></b>	<b><u>Account Number</u></b>
1			
2	Security Business Bank of San Diego	Osprey Pescador, LLC	XXXXXX4817
3			
4	Security Business Bank of San Diego	P-39 Aircobra Partners, LLC	XXXXXX6366
5	Security Business Bank of San Diego	P-39 Aircobra Partners	XXXXXX6358
6			
7	Security Business Bank of San Diego	P51 LLC	XXXXXX6002
8	Security Business Bank of San Diego	Painted Desert Partners	XXXXXX1343
9			
10	Security Business Bank of San Diego	Par Four Partners	XXXXXX6236
11	Security Business Bank of San Diego	Park Vegas Partners	XXXXXX9933
12			
13	Security Business Bank of San Diego	Pecos Partners	XXXXXX4627
14	Security Business Bank of San Diego	Pecos Partners, LLC	XXXXXX4635
15			
16	Security Business Bank of San Diego	Pine View	XXXXXX6590
17	Security Business Bank of San Diego	Production Partners	XXXXXX6459
18			
19	Security Business Bank of San Diego	Prosperity Partners	XXXXXX6442
20	Security Business Bank of San Diego	Pueblo Partners, LLC	XXXXXX2381
21			
22	Security Business Bank of San Diego	Pueblo Partners	XXXXXX2399
23	Security Business Bank of San Diego	Pyramid Highway 177 Partners	XXXXXX5244
24			
25	Security Business Bank of San Diego	Pyramid Highway 177 Partners, LLC	XXXXXX5251
26	Security Business Bank of San Diego	Rail Road Partners	XXXXXX1624
27			
28	Security Business Bank of San Diego	Rainbow Partners	XXXXXX6467

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	Rawhide Partners	XXXXXX1557
Security Business Bank of San Diego	Redfield Heights Partners	XXXXXX1616
Security Business Bank of San Diego	Reno Partners	XXXXXX6582
Security Business Bank of San Diego	Reno View Partners	XXXXXX6277
Security Business Bank of San Diego	Reno Vista Partners	XXXXXX6517
Security Business Bank of San Diego	Road Runner Partners	XXXXXX0021
Security Business Bank of San Diego	Rolling Hills View Partners	XXXXXX0931
Security Business Bank of San Diego	Rose Vista Partners	XXXXXX1400
Security Business Bank of San Diego	Santa Fe Venture	XXXXXX1797
Security Business Bank of San Diego	Santa Fe View Partners, LLC	XXXXXX2076
Security Business Bank of San Diego	Santa Fe View Partners	XXXXXX2084
Security Business Bank of San Diego	SFV II, LLC	XXXXXX5020
Security Business Bank of San Diego	Sierra View Partners	XXXXXX6251
Security Business Bank of San Diego	Silver City Partners	XXXXXX8695
Security Business Bank of San Diego	Silver State Partners	XXXXXX6269
Security Business Bank of San Diego	Sky View Partners	XXXXXX0410
Security Business Bank of San Diego	Snow Bird Partners	XXXXXX1516
Security Business Bank of San Diego	Sonora View Partners Partners	XXXXXX2150

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	Spanish Springs View Partners	XXXXXX6525
Security Business Bank of San Diego	Spruce Heights Partners	XXXXXX1749
Security Business Bank of San Diego	Steamboat Partners	XXXXXX1509
Security Business Bank of San Diego	Storey Country Partners	XXXXXX7960
Security Business Bank of San Diego	Suntec Partners	XXXXXX6228
Security Business Bank of San Diego	Tecate South Partners	XXXXXX7242
Security Business Bank of San Diego	Twin Plant Partners	XXXXXX6202
Security Business Bank of San Diego	Valley Vista Partners	XXXXXX9164
Security Business Bank of San Diego	Via 188 Partners	XXXXXX6210
Security Business Bank of San Diego	Victory Lap Partners	XXXXXX6491
Security Business Bank of San Diego	Vista Del Sur Partners	XXXXXX0943
Security Business Bank of San Diego	Vista Tecate Partners	XXXXXX9958
Security Business Bank of San Diego	Western Financial Planning	XXXXXX7184
Security Business Bank of San Diego	Western Financial Planning	XXXXXX8794
Security Business Bank of San Diego	Western Financial Planning	XXXXXX8802
Security Business Bank of San Diego	Western Financial Planning	XXXXXX8810
Security Business Bank of San Diego	Western Financial Planning	XXXXXX8828
Security Business Bank of San Diego	Western Financial Planning	XXXXXX8836



<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	Western Financial Planning	XXXXXX9883
Security Business Bank of San Diego	Western Financial Planning	XXXXXX1464
Security Business Bank of San Diego	Western Financial Planning; F-86 LLC	XXXXXX8354
Security Business Bank of San Diego	Western Financial Planning; F-86 Partners	XXXXXX8362
Security Business Bank of San Diego	Western Financial Planning; P-40 Warhawk	XXXXXX4510
Security Business Bank of San Diego	Western Financial Planning; Warhawk LLC	XXXXXX4544
Security Business Bank of San Diego	Wild Horse Partners	XXXXXX7234
Security Business Bank of San Diego	WSCC, LLC	XXXXXX8471
American Century Investments	First Financial Planning Corp.	XXXXX883-3
Bank of Nevada	Real Asset Locators, Inc.	XXXXXXX6352

	A
1	A B L PARTNERS
2	ANTELOPE SPRINGS PARTNERS
3	BIG RANCH PARTNERS
4	BLA PARTNERS
5	BORDERLAND PARTNERS
6	BRATTON VIEW PARTNERS
7	CACTUS RIDGE PARTNERS
8	CARSON VALLEY PARTNERS
9	CHECKERED FLAG PARTNERS
10	COMSTOCK PARTNERS
11	CRYSTAL CLEARWATER PARTNERS
12	DAYTON VIEW PARTNERS
13	DESERT VIEW PARTNERS
14	EAGLE VIEW PARTNERS
15	FAIRWAY PARTNERS
16	FALCON HEIGHTS PARTNERS
17	FREE TRADE PARTNERS
18	FRONTAGE 177 PARTNERS
19	GALENA RANCH PARTNERS
20	GILA VIEW PARTNERS
21	GOLD RIDGE PARTNERS
22	GRAND VIEW PARTNERS
23	GREEN VIEW PARTNERS
24	HEAVENLY VIEW PARTNERS
25	HIDDEN HILLS PARTNERS
26	HIGH DESERT PARTNERS
27	HIGHWAY 50 PARTNERS
28	HOLLYWOOD PARTNERS
29	HONEY SPRINGS PARTNERS
30	HORIZON PARTNERS
31	INTERNATIONAL PARTNERS
32	JAMUL MEADOWS PARTNERS
33	LAHONTAN PARTNERS
34	LAS VEGAS PARTNERS
35	LYONS VALLEY PARTNERS
36	MESA VIEW PARTNERS
37	MEX-TEC PARTNERS
38	MOHAWK MOUNTAIN PARTNERS
39	MOUNTAIN VIEW PARTNERS
40	NEVADA VIEW PARTNERS
41	NIGHT HAWK PARTNERS
42	NORTH SPRINGS PARTNERS
43	OCOTILLO VIEW PARTNERS
44	ORANGE VISTA PARTNERS
45	OSPREY PARTNERS
46	P-39 AIRCOBRA PARTNERS

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47	P-40 WARHAWK PARTNERS
48	PAINTED DESERT PARTNERS
49	PAR FOUR PARTNERS
50	PARK VEGAS PARTNERS
51	PECOS PARTNERS
52	PINE VIEW PARTNERS
53	PRODUCTION PARTNERS
54	PROSPERITY PARTNERS
55	PUEBLO PARTNERS
56	PYRAMID HIGHWAY 177 PARTNERS
57	RAIL ROAD PARTNERS
58	RAINBOW PARTNERS
59	RAWHIDE PARTNERS
60	REDFIELD HEIGHTS PARTNERS
61	RENO PARTNERS
62	RENO VIEW PARTNERS
63	RENO VISTA PARTNERS
64	ROAD RUNNER PARTNERS
65	ROLLING HILLS VIEW PARTNERS
66	ROSE VISTA PARTNERS
67	SANTA FE VIEW PARTNERS
68	SIERRA VIEW PARTNERS
69	SILVER CITY PARTNERS
70	SILVER STATE PARTNERS
71	SKY VIEW PARTNERS
72	SNOW BIRD PARTNERS
73	SONORA VIEW PARTNERS
74	SPANISH SPRINGS VIEW PARTNERS
75	SPRUCE HEIGHTS PARTNERS
76	STEAMBOAT PARTNERS
77	STOREY COUNTRY PARTNERS
78	SUNTEC PARTNERS
79	TECATE SOUTH PARTNERS
80	TWIN PLANT PARTNERS
81	VALLEY VISTA PARTNERS
82	VIA 188 PARTNERS
83	VICTORY LAP PARTNERS
84	VISTA DEL SUR PARTNERS
85	VISTA TECATE PARTNERS
86	WILD HORSE PARTNERS

**PROOF OF SERVICE**

I am over the age of 18 years and not a party to this action. My business address is:

U.S. SECURITIES AND EXCHANGE COMMISSION, 5670 Wilshire Boulevard, 11th Floor, Los Angeles, California 90036-3648

Telephone No. (323) 965-3998; Facsimile No. (323) 965-3908.

On January 14, 2013, I caused to be served the document entitled **NOTICE OF FILING OF PROPOSED PRELIMINARY INJUNCTION ORDER AND ORDER APPOINTING THOMAS C. HEBRANK PERMANENT RECEIVER** on all the parties to this action addressed as stated on the attached service list:

**OFFICE MAIL:** By placing in sealed envelope(s), which I placed for collection and mailing today following ordinary business practices. I am readily familiar with this agency's practice for collection and processing of correspondence for mailing; such correspondence would be deposited with the U.S. Postal Service on the same day in the ordinary course of business.

**PERSONAL DEPOSIT IN MAIL:** By placing in sealed envelope(s), which I personally deposited with the U.S. Postal Service. Each such envelope was deposited with the U.S. Postal Service at Los Angeles, California, with first class postage thereon fully prepaid.

**EXPRESS U.S. MAIL:** Each such envelope was deposited in a facility regularly maintained at the U.S. Postal Service for receipt of Express Mail at Los Angeles, California, with Express Mail postage paid.

**HAND DELIVERY:** I caused to be hand delivered each such envelope to the office of the addressee as stated on the attached service list.

**UNITED PARCEL SERVICE:** By placing in sealed envelope(s) designated by United Parcel Service ("UPS") with delivery fees paid or provided for, which I deposited in a facility regularly maintained by UPS or delivered to a UPS courier, at Los Angeles, California.

**ELECTRONIC MAIL:** By transmitting the document by electronic mail to the electronic mail address as stated on thpoe attached service list.

**E-FILING:** By causing the document to be electronically filed via the Court's CM/ECF system, which effects electronic service on counsel who are registered with the CM/ECF system.

**FAX:** By transmitting the document by facsimile transmission. The transmission was reported as complete and without error.

I declare under penalty of perjury that the foregoing is true and correct.

Date: January 14, 2013

/s/ Sam S. Puathasnanon  
Sam S. Puathasnanon

1                                    **SEC v. Louis V. Schooler, et al.**  
2                                    **United States District Court – Southern District of California**  
3                                    **Case No. 12 CV 2164 LAB JMA**  
4                                    **(LA-4059)**

5                                    **SERVICE LIST**

6                                    Eric Hougen, Esq. (**served via CM/ECF only**)  
7                                    Hougen Law Offices  
8                                    624 Broadway, Suite 303  
9                                    San Diego, CA 92101  
10                                    Email: eric@hougenlaw.com  
11                                    ***Attorney for Defendants Louis V. Schooler First Financial Planning***  
12                                    ***Corporation d/b/a Western Financial Planning Corporation***

13                                    Thomas C. Hebrank, CPA, CIRA (**served via electronic mail only**)  
14                                    E3 Advisors  
15                                    501 W. Broadway, Suite 800  
16                                    San Diego, CA 92101  
17                                    Email: thebrank@ethreadvisors.com  
18                                    ***Court-Appointed Temporary Receiver***

19                                    Ted Fates, Esq. (**served via CM/ECF only**)  
20                                    Allen Matkins Leck Gamble Mallory & Natsis LLP  
21                                    501 W. Broadway, 15th Floor  
22                                    San Diego, CA 92101  
23                                    Email: tfates@allenmatkins.com  
24                                    ***Attorney for Court-Appointed Receiver, Thomas C. Hebrank***