

1 DAVID R. ZARO (BAR NO. 124334)
 2 TED FATES (BAR NO. 227809)
 3 KIM A. BUI (BAR NO. 274113)
 4 ALLEN MATKINS LECK GAMBLE
 5 MALLORY & NATSIS LLP
 6 501 West Broadway, 15th Floor
 7 San Diego, California 92101-3541
 8 Phone: (619) 233-1155
 9 Fax: (619) 233-1158
 10 E-Mail: dzaro@allenmatkins.com
 11 tfates@allenmatkins.com
 12 kbui@allenmatkins.com

13 Attorneys for Receiver
 14 THOMAS C. HEBRANK

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

17 SECURITIES AND EXCHANGE
 18 COMMISSION,

19 Plaintiff,

20 v.

21 LOUIS V. SCHOOLER and FIRST
 22 FINANCIAL PLANNING
 23 CORPORATION d/b/a WESTERN
 24 FINANCIAL PLANNING
 25 CORPORATION,

26 Defendants.

Case No. 3:12-cv-02164-GPC-JMA

**DECLARATION OF THOMAS C.
 HEBRANK, RECEIVER, IN
 SUPPORT OF RESPONSE TO
 DEFENDANTS' OPPOSITION TO
 RECEIVER'S REPORT AND
 RECOMMENDATIONS
 REGARDING VALUATION OF
 REAL ESTATE ASSETS OF
 RECEIVERSHIP ENTITIES**

Ctrm.: 9D
 Judge: Hon. Gonzalo P. Curiel

1 I, Thomas C. Hebrank, declare as follows:

2 1. I am the Court-appointed receiver for First Financial Planning
3 Corporation d/b/a Western Financial Planning Corporation, and other specifically
4 listed entities (collectively, "Receivership Entities") in the above-captioned matter. I
5 have personal knowledge of the facts herein described, and if called to testify, I could
6 and would testify competently thereto. I make this declaration in support of the my
7 Response to Defendants' Opposition to Receiver's Report and Recommendations
8 Regarding Valuation of Real Estate Assets of Receivership Entities.

9 2. I reviewed all of the Co-Tenancy Agreements found on Western's
10 servers or located by Western employees, which cover 17 of the 23 properties. All of
11 these agreements require a unanimous vote of the co-tenant GPs to take action. I will
12 continue efforts to locate the remaining Co-Tenancy Agreements and will promptly
13 advise the Court if any of them do not require unanimous consent. My belief,
14 however, is that they all require unanimous consent.

15 3. The Co-Tenancy Agreement for the Stead property, which is the
16 unsigned agreement Defendants filed, is the exception. There is no signed Co-
17 Tenancy Agreement for the Stead property because only two of the four GPs that
18 were set up to acquire interests in the Stead property had done so at the time of the
19 Receiver's appointment (P-39 Aircobra Partners and P-40 Warhawk Partners). F-86
20 Partners and F-100 Partners had not closed and therefore had not signed the Co-
21 Tenancy Agreement.

22
23 I declare under penalty of perjury under the laws of the United States that the
24 foregoing is true and correct.

25 Executed this 24th day of July, 2013, at San Diego, California.

26
27 

28 THOMAS C. HEBRANK