

1 Gary J. Aguirre (SBN 38927)
2 Aguirre Law, APC
3 501 W. Broadway, Ste. 800
4 San Diego, CA 92101
5 Tel: 619-400-4960
6 Fax: 619-501-7072
7 Email: Gary@aguirrelawfirm.com

8 Attorney for Investors Susan Graham et al.

9
10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**
12

13 SECURITIES AND EXCHANGE
14 COMMISSION,

15 Plaintiff,

16 v.

17 LOUIS V. SCHOOLER and FIRST
18 FINANCIAL PLANNING
19 CORPORATION d/b/a WESTERN
20 FINANCIAL PLANNING
21 CORPORATION,

22 Defendants.
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CASE NO.: 3:12-CV-02164-GPC-JMA

**INVESTORS' OPPOSITION TO
SECURITIES AND EXCHANGE
COMMISSION'S OMNIBUS
SUBMISSION REGARDING DKT.
NOS. 1191, 1194, 1194-1, 1194-2, 1194-
3, 1195, 1199, 1200, 1201, 1202, 1203,
1204, 1204-1, 1205, 1206**

Ctrm: 2D

Judge: Hon. Gonzalo P. Curiel

1 Investors¹ file this Opposition to the Securities and Exchange Commission's
 2 Omnibus Submission Regarding Dkt. Nos. 1191, 1194, 1194-1, 1194-2, 1194-3, 1195,
 3 1199, 1200, 1201, 1202, 1203, 1204, 1204-1, 1205, 1206 (Dkt. No. 1214).

4
 5 ¹ Susan Graham, Terry Adkinson, Lawrence Berkel, Lawrence Berkel, IRA, Darla
 6 Berkel, Mathew Berta, Allert Boersma, Charles Bojarski, Diane Bojarski, Jason Bruce,
 7 Trisha Bruce, Daniel Burns, Susan Burns, Henrik Jonson, Carol Jonson, Henrik Jonson,
 8 IRA, Curt & Janean Johnson Family Trust, Curt & Janean Johnson, jointly, Curt Johnson,
 9 Curt Johnson, Roth IRA, Curt Johnson, Roth IRA, Stephen Dankworth, David and
 10 Sandra Jones Trust, Debra Askeland, Dennis Gilman IRA, William R. Diehl, Marilyn L.
 11 Duncan, Regis T. Duncan, Regis T. Duncan, IRA, Elizabeth Lamb, Judy Froning,
 12 George Klinke, IRA, Mary Grant, Roderick C. Grant, Gary Hardenburg, Gary
 13 Hardenburg, Roth IRA, Henrik Jonson, IRA, Stephen Hogan, Val Indihar, John Jenkins,
 14 Mary J. Jenkins, IRA, Trustee, IRA, Trustee, Mary J. Jenkins, Trustee, John Lukens,
 15 John Lukens, IRA, Karen J. Coyne IRA, Craig Lamb, Lea Leccese, Paul Leccese, Lloyd
 16 Logan and Ida Logan, jointly, Lloyd Logan, IRA, William Loeber, Loretta J. Diehl,
 17 Daryl R. Mabley, Elizabeth Q. Mabley, D & E Macy Family Revocable Living Trust,
 18 Janice Marshall, Janice Marshall, IRA, Marc McBride, Marcia McRae, Mealey Family
 19 Trust, Mildred Mealey, beneficiary of Duane Mealey IRA, Jeffrey Merder, Jeffrey
 20 Merder, IRA, Rebecca Merder, Minner Trust, Jim Minner, Monique Minner, Reeta
 21 Mohleji, Roger Moucheron, Shirley Moucheron, William R. Nighswonger, Eric W.
 22 Norling, Eric W. Norling, IRA, Renee Norling, Chris Nowacki, IRA, Tamara and Chris
 23 Nowacki, jointly, Tamara Nowacki, IRA, John R. Oberman, Neil Ormonde, IRA,
 24 Nevada Ormonde, IRA, Thomas H. Panzer, Roth IRA, Thomas Herman Panzer Trust,
 25 Thomas H Panzer, Trustee, Ronald Parkinen, Deidre Parkinen, Alfred L. Pipkin, Alfred
 26 L. Pipkin, IRA, Prentiss Family Trust, Kenneth and Gail Prentiss Trustees, Robert
 27 Indihar, Nick Ruddick, Salli Sue Sammut, IRA, Salli Sammut Trust, Salli Sue Sammut
 28 Trustee, Paul R. Sarraffe, IRA, Ronald Scott, Ronald Scott, IRA, William L. Summers,
 IRA, Carol D. Summers, William L. Summers, Robert Tuohy, Gwen Tuohy, Jeffrey J.
 Walz, Steve P. White, IRA, Steve P. White, SEP IRA, W.C. Wilhoite, Karen Wilhoite,
 W.C. Wilhoite, Roth IRA, Gerald Zevin, IRA, Judith Glickman Zevin, Gerald Zevin,
 Judith Glickman Zevin, IRA, Robert Churchill IRA, Robert Churchill Family Trust,
 Mark Clifton, Linda Clifton, Dennis and Diane Gilman, John and Mary Jenkins Trustees,
 the Ormonde Family Trust, Ronald Askeland, Douglas Sahlin IRA, Edith Sahlin IRA,
 George and Joan Trezek, Karen Coyne, James J. Coyne Jr. Trust, David Fife IRA, Leo
 and Cindy Dufresne, Leo T. Dufresne Jr. IRA, Darla Berkel IRA, William Nighswonger
 IRA, Juanita Bass, William V. and Carol J. Dascomb Trust, Robert Indihar IRA, Linda
 Baldwin IRA, Baldwin Family Survivors' Trust, Juanita Bass IRA, Matthew and Jennifer
 Berta, Randall S. Ingermanson IRA, Kimberly Dankworth, IDAC Family Group LLC,

I. Objection to SEC's "Omnibus Submission."

The SEC's "omnibus submission" is simply a late filing with a fancy name. The SEC was served electronically with the Receiver's motions seeking orders approving (1) the sale of the Jamul Valley property filed on February 26, 2016, (Dkt. No. 1191), (2) contracts with brokers to sell the Las Vegas 1, Las Vegas 2, and Tecate properties filed on March 7 (Dkt. No. 1203), and (3) with the Investors' motions on March 2, 2016 (Dkt. No. 1194) and March 10, 2016 (Dkt. No. 1204). The SEC joined no motions and opposed none. Its "omnibus submission" is just a late opposition to the Investors' *ex parte* motions that ignores this Court's rules which contemplate prompt responses to *ex parte* motions.²

But why has the SEC awoken from its slumber and leaped to the defense of its Receiver? The SEC contributes *almost* nothing new. It mostly regurgitates the Receiver's claim some vague urgency requires the Court to fast track the sales of GP properties. It took the SEC 42 months to grasp that a long receivership could harm investors. But as

Robert S. Weschler, Karie J. Wright, D.F. Macy IRA, Stephen and Polly Yue, David Karp IRA, Iris Bernstein IRA, John and Mary Jenkins Trust, Lisa A. Walz, Ralph Brenner, David Kirsh, David Kirsh, Roth IRA, David Kirsh, Traditional IRA, Kirsh Family Trust UTD, The Knowledge Team Profit Sharing Plan, Joy A. de Beyer, Roth IRA, Joy A. de Beyer, Traditional IRA, Joy de Beyer, Michael R. Wertz, Michael R. Wertz, IRA, Catherine E. Wertz, Catherine E. Wertz IRA, Jeffrey Larsen, Gene Fantano, Gwenmarie Hilleary, Arthur V. Rocco, Kristie L. Rocco, Arthur V. and Kristie L. Rocco Living Trust; Bruce R. Hart IRA for Bruce R. Hart and Dixie L. Hart; Lynda Igawa; Bruce A. Morey; Bruce A. Morey IRA; William c. Phillips; David Haack; David Haack IRA; Cynthia J. Clarke; Douglas G. Clarke; Eben B. Rosenberger; and Roger Hort.

² The Court's statement on civil, pretrial and trial procedures offers this guideline on *ex parte* applications:

The Court may rule upon *ex parte* motions without requiring a response from the opposing party. If a party intends to oppose the *ex parte* motion, the party must immediately file a notice stating that the party intends to oppose the *ex parte* motion and providing the date upon which the opposition will be filed.

Available at:

<https://www.casd.uscourts.gov/Rules/Lists/Rules/Attachments/53/Curiel%20Civil%20Procedures.pdf>.

1 soon as it had that realization, it immediately contended that delaying the first sale until
2 month 43 would be catastrophic.

3 But the SEC does know who would cause the catastrophe. It puts the crosshairs on
4 the Investors' attorney: "Mr. Aguirre's serial attacks on ministerial applications by the
5 receiver, which he filed on behalf of a small subset of investors, are significantly and
6 negatively impacting investors' ability to recoup *anything from the defendants' fraud.*
7 (emphasis added)"³ This is a whopper. The SEC contends that 3,500 investors may get
8 nothing because Investors' counsel seeks to combine the Receiver's three separate
9 overlapping motions for resolution at a single hearing.

10 How much would have to be spent? Western and the GPs currently have over \$26
11 million in assets, according to the Receiver's most recent statements.⁴ The SEC's
12 contention that these assets would be exhausted unless the Court grants the Receiver's *ex*
13 *parte now* goes beyond the rational borders of advocacy. And the SEC takes one more
14 shot at Investors' counsel: "Mr. Aguirre has represented to the Court that he is now
15 counsel for a group of investors, *although he does not explain how those conflicts were*
16 *resolved, if at all* (emphasis added)."⁵

17 So what gave the SEC a jolt of adrenalin, triggered its newborn concern for
18 investors, and put its crosshairs on Investors' counsel? The timing suggests the SEC's
19 "Omnibus submission" was prompted by the filing by a second group of investors the day
20 before.⁶ That filing announced a second large group of investors had hired attorneys, but,

21 ³ Securities and Exchange Commission's Omnibus Submission ("SEC's Omnibus"), p.
22 3, ll. 24-27.

23 ⁴ See the Receiver's Feb. 4, 2016, Receiver's Notice of Motion and Motion (Dkt. No.
24 1181). He expects to distribute \$22 million to investors at the end of his receivership. See
25 p. 13, ll. 18-19. Ex. B states that the GPs and Western had combined cash of \$3,462,236
through Dec. 2015. See p. Ex. B, p. 34.

26 ⁵ SEC's Omnibus, p. 2, ll. 9-10.

27 ⁶ See *Ex Parte* Application for an Order Extending Time to File an Opposition to the
28 Receiver's April 29, 2016 Motion for Order Authorizing Sale of General Partnership
Assets [Doc. 1181] by a Period of 30 Days (Dkt. No. 1211).

1 more importantly, had also hired highly qualified consultants to do what the Receiver
2 failed to do: develop a comprehensive plan for minimizing investors' losses. Until now,
3 the Receiver's plan has been an extremely expensive liquidation process. Curiously, the
4 SEC insists on continuing the liquidation, selling off one of the properties, and tying the
5 Court's hands with brokers' agreements before investors can present an alternative plan.⁷

6 But there is more. The SEC's recent involvement has yielded one key piece of new
7 information; the Receiver finally shared the redacted order of June 17, 2015, with
8 Investors' counsel. But the order creates a new issue. The Receiver neglected to inform
9 the Court—in any unsealed filing—that the path he took to sell the Jamul Valley property
10 violates the mandates of 28 USC § 2001, which controls Court-ordered sales of realty.
11 Indeed, the Receiver has taken a flawed path to sell off the 23 properties, more than 90%
12 of the assets of the 87 partnerships. Investors raised concerns about the use of *ex parte*
13 motions and the lack of appraisals justifying the proposed sales prices. Our research now
14 discloses that Congress has had the same concerns for more than a century. It enacted 28
15 USC § 2001 in 1893 to bring sunshine to Court-ordered sales of realty and amended it in
16 1949 to bring sunshine to the court-ordered private sales of realty. As discussed in
17 Section III below, the Receiver has made no effort to comply with the terms of 28 USC §
18 2001 in relation to his sales of realty. But first, we address the SEC's series of groundless
19 assertions.

20 **II. The SEC's Groundless Contentions.**

21 We address in summary fashion each of the SEC's groundless contentions below
22 and elaborate on some in subsequent sections of this response.

23 SEC Contention No. 1: "Mr. Aguirre has represented to the Court that he is now
24 counsel for a group of investors, although he does not explain how those conflicts were
25 resolved, if at all."⁸

26 ⁷ We also believe there is a second reason the SEC has awakened from its slumber, but
27 it will be dealt with in a separate motion.

28 ⁸ SEC's Omnibus, p. 2, ll. 9-10.

1 Fact: We explained that Mr. Aguirre declined the representation of approximately
2 150 investors by two witnesses' declarations.⁹

3 SEC contention No. 2: "Mr. Aguirre has nonetheless filed 12 pleadings responding
4 to the receiver's two applications—nine in response to the receiver's February 26th
5 application (before he claims to have been retained), and three for the March 7th
6 application."¹⁰

7 Fact: As the Receiver filed his second and third motions to advance the sale of GP
8 properties, Investors proposed that all motions be heard at a single hearing.

9 SEC Contention No. 3: "Mr. Aguirre says he needs time to advise his clients
10 whether the sale of the Jamul Valley property is in their interest."¹¹

11 Fact: Investors' presented both procedural and substantive reasons for setting a
12 single hearing: judicial economy, lack of articulated prejudice to the Receiver or any
13 other party, prejudice to the Investors, denial of due process, lack of appraisals
14 warranting the sales.¹²

15 SEC contention No. 4: "Mr. Aguirre does not even appear to represent the vast
16 majority of investors who would be impacted by this sale."¹³

17
18 ⁹ See Movants' Ex Parte Motion for Order Allowing Time to Respond to Receiver's Ex
19 Parte Application for Order Confirming the Sale of the Jamul Valley Property [Dkt. No.
20 1191)], (Dkt. No. 1194) ("*Ex Parte* Motion Re Jamul Property") pp. 5, l. 8 to p. 6, l. 2.
21 See also Declaration of David Karp in Support of *Ex Parte* Motion Re Jamul Property,
22 Dkt. No. 1194-2, ¶¶4-6 and 8-10, and Declaration of Alejandro Hava in Support of *Ex*
23 *Parte* Motion Re Jamul Property, Dkt. No. 1194-1, p. 2, ¶¶4-6.

24 ¹⁰ SEC's Omnibus, p. 2, ll. 11-14.

25 ¹¹ *Id.*, p. 2, ll. 20-21.

26 ¹² See generally: *Ex Parte* Motion Re Jamul Property (Dkt. No. 1194), Movants' Ex
27 Parte Motion for Order (A) Setting a Hearing on Receiver's Recommendation Regarding
28 Engagement of Real Estate Brokers for Las Vegas 1, Las Vegas 2, and Tecate Properties,
and (B) Staying any further *Ex Parte* Motions Relating to the Sale of any property subject
to the Receivership in the Absence of Good Cause (Dkt. No. 1204) ("*Movants' Ex Parte*
for Order"), and Movants' Reply to Receiver's Response to Movants' *Ex Parte* for Order
(Dkt. No. 1206).

¹³ SEC's Omnibus, p. 2, ll. 24-26.

1 Fact: While technically true, the record overwhelming establishes that those
2 investors who remain active—have not resigned themselves to their losses—
3 overwhelmingly oppose the Receiver’s handling of their investments.

4 SEC contention No. 5: “But the receiver’s application is not seeking to set the sale
5 prices for the ten properties. Rather, the receiver is only asking the Court’s approval to
6 hire sales agents.”¹⁴

7 Fact: Each of the agreements sets a sales price which limits the Court’s options at
8 the hearing. There are also possible penalties. See Section IV below.

9 SEC contention No. 6: “[T]he SEC is gravely concerned that Mr. Aguirre’s serial
10 attacks on ministerial applications by the receiver ... are significantly and negatively
11 impacting the investors’ ability to recoup anything from the defendants’ fraud.”¹⁵

12 Fact: Utter hyperbole. It is the Receiver’s unrelenting effort to advance the sales
13 through his *ex parte* express that forces Investors to fight to preserve the status quo so the
14 Court’s options will be open when it considers the plan proposed by Investors’ experts.

15 SEC Contention No. 7: “As the receiver has made clear, ‘money is rapidly being
16 spent to hold properties that are not measurably appreciating in value.’”¹⁶

17 Fact: There is approximately \$3 million in cash, but properties have appreciated
18 *46% between 2013 and 2016, according to the Receiver’s February 4, 2016, filing.*¹⁷

19 **III. The Proposed Sale of the Jamul Property Cannot Be Confirmed and**
20 **Redacted Order of June 17, 2015 (Dkt. No. 1085) Must Be Vacated.**

21 On March 23, 2016, the Receiver’s counsel finally provided Investors’ counsel
22 with an unredacted copy of the Court’s June 17, 2015, order (Dkt. No. 1085) authorizing

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24 ¹⁴ *Id.*, p. 3, ll. 4-6.

25 ¹⁵ *Id.*, p. 3, ll. 24-27.

26 ¹⁶ *Id.*, p. 4, ll. 1-3.

27 ¹⁷ See Dkt. No. 1181-1, Ex A, p. 32 to Receiver’s Motion for (A) Authority to Conduct
28 Orderly Sale of General Partnership Properties; (B) Approval of Plan of Distributing
Receivership Assets; and (C) Approval of Procedures for the Administration of Investor
Claims (Dkt. No. 1181).

1 the Receiver to sell the Jamul Valley property.¹⁸ This order cannot be reconciled with the
2 mandates of 28 USC § 2001(b), which require:

- 3 1. The appointment of three disinterested persons to appraise the property;
- 4 2. The publishing of notice in a newspaper ten days before the sale;
- 5 3. A sales price at least two-thirds of the appraised value;
- 6 4. The opportunity for other bidders to make offers 10% higher than the
7 proposed price; and
- 8 5. A hearing before the court approving the sale.

9 As the SEC well knows, SEC receivers must also comply with 28 USC § 2001
10 when they sell realty. *SEC v. American Capital Invs.*, 98 F.3d 1133, 1137 (9th Cir. Cal.
11 1996)(“The court then turned to the two-step process mandated by 28 U.S.C. § 2001 for
12 approving the sale of receivership property—the appointment of appraisers to appraise
13 the properties, followed by a sale confirmation hearing.”); *United States v. Brewer*, 2009
14 U.S. Dist. LEXIS 52186 (M.D. Fla. June 19, 2009). In *SEC v. T-Bar Resources* 2008
15 WL 4790987 (N.D. Tex. Oct. 28, 2008), the Court explained that Congress set the “best
16 interest standard” with the plain text of 28 USC § 2001(b) for court-ordered private sales
17 such as those done or proposed by the Receiver in this case:

18 But “[b]efore” courts may confirm such a sale, they “shall” order three
19 appraisals. *Id.* Section 2001(b) then instructs that a proposed price lower
20 than two thirds of the appraisal value may not be confirmed, *id.*, thereby
21 deeming such a low number as counter to the best interests of the estate.
22 Congress thus, through the plain text of § 2001(b), exercised its judgment of
23 what satisfies the best interests standard in consideration of the appraisal
24 values. Courts, therefore, shall similarly not pass judgment on the best
25 interests standard absent the benefit of the mandated appraisals.

26 The Court in *T-Bar Resources* strengthened its analysis by comparing the strict language
27 of 28 USC § 2001(b) applying to the sale of realty with the more flexible language in 28

28 ¹⁸ See ¶ 3 to the Declaration of Gary J. Aguirre filed herewith.

1 USC § 2004 applying to the sale of personalty: “The absence of any such authorization in the sale of realty suggests that Congress intended the more stringent procedures to be the rule when ordering the sale of real property.”¹⁹

Orders that violate 28 USCS § 2001 are void. In *SEC v. Kirkland*, 2007 U.S. Dist. LEXIS 45353 (M.D. Fla. June 8, 2007), referring to 28 U.S.C. § 2001, the court held, “A sale made without compliance to these requirements is ‘void.’” See also: *Acadia Land Co. v. Horuff*, 110 F.2d 354, 355 (5th Cir. La. 1940)(“This sale was void because the court was lacking in jurisdiction to confirm it”).²⁰ We can find no suggestion in the case file that the Receiver or the SEC even mentioned 28 USC § 2001.

Consequently, the order confirming the sale of the Jamul Valley property is fatally flawed.²¹ There was no compliance with any requirement of 28 USC § 2001. The Court appointed no appraisers. No notice was published in any newspaper. The sales price cannot be at least two-thirds of the appraised value, because there are no Court-appointed appraisers. And there was no opportunity for other bona fide bidders in the Receiver’s *ex parte* express train. And, most of all, the Receiver’s *ex parte* express purposely avoids a Court hearing. In any case, the mandates of 28 USCS § 2001 must be strictly interpreted. *Cumberland Lumber Co. v. Tunis Lumber Co.*, 171 F. 352, 356 (4th Cir. Va. 1909). *SEC v. T-Bar Resources* 2008 WL 4790987 (N.D. Tex. Oct. 28, 2008).

It is hard to imagine how the Receiver could have strayed further from the mandates of 28 USCS § 2001. The statute contemplates the sales be done in full sunlight;

¹⁹ The Court was effectively using a well established rule of statutory construction. See: *Colorado Public Interest Research Group, Inc. v. Train*, 507 F.2d 743 (10th Cir. Colo. 1974) (“[W]here a statute contains express exceptions, the courts should be exceedingly slow in implying unexpressed exceptions, lest the courts thereby thwart the legislative intent.”)

²⁰ Our research of Lexis (federal courts), which isolates SEC cases and the search term “28 USC § 2001” yields 23 decisions. We believe those cases consistently hold that SEC receivers are subject to 28 USC § 2001 when they sell realty.

²¹ The proposed order was submitted to the Court by email dated Feb. 26, 2016. It contains no language dealing with.

1 the Receiver has done the sales in the shadows where no one can see. The Receiver
2 overrode the will of investors who rejected his proposed sale of the property. He filed his
3 motion to sell the Jamul Valley property under seal. He submitted and obtained a
4 redacted order. He only informed the Court of authorities supporting his application, but
5 not of 28 USCS § 2001, which prohibited it. Nor did he disclose he was defying the will
6 of investors until he sold the property.²² And when the title companies refused to issue a
7 policy, he pursued his *ex parte* express objecting to the very procedure—a Court
8 hearing—28 USC § 2001(b) requires. The Receiver pursued a path that guaranteed no
9 third parties would be able to bid against the “unsolicited offer.” Incidentally, we can find
10 no filing where either the SEC or the Receiver informed the Court of the application of
11 28 USC § 2001 to the proposed sales, despite a continuous series of decisions
12 recognizing its application to SEC receivers.²³

13 Finally, the SEC argues that Investors’ attorney erroneously argued no order
14 approving the Jamul Valley existed. We never expected the Receiver had obtained an
15 order authorizing to sell the Jamul Valley property without leaving a trace anywhere he
16 had done so. In context, we argued that nothing in the record approved the sale of the
17 Jamul Valley property²⁴ and the unredacted portion of the June 17, 2015, order (Dkt. No.
18 1085) did not authorize the sale.²⁵ Frankly, we did not expect Receiver’s counsel to rely
19 on the redacted language of an order which he never quoted, never attached to his filings,
20 and never produced before March 23, 2016. Apparently, the SEC’s newly discovered
21 concern for investors does not extend or include the concept of transparency in dealing
22 with their investments.

23 ///

24 ²² The first time the Receiver published any document anywhere stating he had sold the
25 Jamul property was in Receiver’s Thirteenth Interim Report (Dkt. No. 1148), dated Nov.
26 10, 2015.

26 ²³ *Supra*, n. 20.

27 ²⁴ See p. 2, l. 15 to p. 3, l. 23 of *Ex Parte* Motion Re Jamul Property (Dkt. No. 1194).

28 ²⁵ *Id.*

1 **IV. The Proposed Broker Agreements Violate 28 USC § 2001.**

2 For the same reasons, the proposed order approving brokerage agreements is
3 fatally flawed. The agreements contemplate none of the steps required by 28 USC
4 § 2001. Nor do they make any reference to its requirements.²⁶

5 **V. The Proposed Broker Agreements Allow the Brokers to Sell the Properties**
6 **at the Listed Prices**

7 Moving on to the agreements themselves, the SEC argues that “the receiver’s
8 application is not seeking to set the sale prices for the ten properties. Rather, the receiver
9 is only asking the Court’s approval to hire sales agents.”²⁷ That is untrue. Each agreement
10 sets a listing price for the property and locks in the broker for one year.²⁸ These terms
11 would preclude the Court from considering any other options for the properties until
12 February 2017, including the comprehensive plans now being prepared by the Investors’
13 consultants for each of the properties.

14
15 DATED: March 28, 2016

Respectfully submitted,

16
17 By: /s/ Gary J. Aguirre
18 GARY J. AGUIRRE
19 Aguirre Law, A.P.C.
20 gary@aguirrelawapc.com
21 Attorney for Movants
22
23
24

25 ²⁶ The only remotely relevant language in the agreements is the condition that the Court
26 approves the amount of the broker’s fee.

27 ²⁷ SEC’s Omnibus Submission, at 3, ll. 5-6.

28 ²⁸ See Exhibits A, B, and C to Recommendation Regarding Engagement of Real Estate
Brokers for Las Vegas 1, Las Vegas 2, and Tecate Properties (Dkt. No. 1203).