

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. 12CV2164-LAB

TEMPORARY RESTRAINING ORDER AND ORDERS:
1) FREEZING ASSETS; 2) APPOINTING A
TEMPORARY RECEIVER OVER WESTERN AND
THE ENTITIES IT CONTROLS; 3) PROHIBITING THE
DESTRUCTION OF DOCUMENTS;
4) GRANTING EXPEDITED DISCOVERY; AND 5)
REQUIRING ACCOUNTINGS; AND AN ORDER TO
SHOW CAUSE RE PRELIMINARY INJUNCTION AND
APPOINTMENT OF A PERMANENT
RECEIVER

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3 This matter came before the Court upon Plaintiff Securities and Exchange Commission's *Ex Parte*
4 Application for Temporary Restraining Order and Orders 1) Freezing Assets; 2) Appointing a Receiver over Western
5 and the Entities it Controls; 3) Prohibiting the Destruction of Documents; 4) Granting Expedited Discovery; and 5)
6 Requiring Accountings; and Requesting an Order to Show Cause Regarding a Preliminary Injunction (the
7 "Application").

8 The Court, having considered the Commission's Complaint, the Application, the supporting Memorandum
9 of Points and Authorities, the supporting Declarations and Exhibits, and the other evidence and argument presented
10 to the Court, finds that:

- 11 A. This Court has jurisdiction over the parties to, and the subject matter of, this action.
- 12 B. Good cause exists to believe that Louis V. Schooler ("Schooler") and First Financial Planning
13 Corporation d/b/a Western Financial Planning Corporation ("Western"), and each of them, have
14 engaged in, are engaging in, and are about to engage in transactions, acts, practices and courses of
15 business that constitute violations of Sections 5(a), 5(c) and 17(a) of the Securities Act of 1933
16 ("Securities Act"), 15 U.S.C. §§ 77e(a), 77e(c) & 77q(a), and Section 10(b) of the Securities
17 Exchange Act of 1934 ("Exchange Act"), 15 U.S.C. § 78j(b), and Exchange Act Rule 10b-5, 17
18 C.F.R. § 240.10b-5.
- 19 C. The Securities and Exchange Commission ("Commission") has demonstrated a probability of
20 success on the merits in this action and the possibility of dissipation of assets.
- 21 D. Good cause exists to believe that defendants Schooler and Western (collectively "Defendants") will
22 continue to engage in such violations to the immediate and irreparable loss and damage to investors
23 and to the general public unless they are restrained and enjoined.
- 24 E. It is appropriate, and the interests of justice require that the Commission's Application be granted
25 without notice to the Defendants as the Commission has set forth in its Application the reasons
26 supporting its claim that notice should not be required, and it appears from specific facts shown by
27 the declarations filed by the Commission that immediate and irreparable injury, loss or damage will
28 result if notice is given to the Defendants.

I.

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3 IT IS HEREBY ORDERED that the Commission's request for a Temporary Restraining Order against
4 Schooler and Western, and Orders: 1) Freezing Assets; 2) Appointing a Receiver over Western and the Entities it
5 Controls; 3) Prohibiting the Destruction of Documents;
6 4) Granting Expedited Discovery; and 5) Requiring Accountings is GRANTED.

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8 **II.**

9 IT IS FURTHER ORDERED that Schooler and Western, and their officers, agents, servants, employees,
10 attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them who
11 receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are temporarily
12 restrained and enjoined from, directly or indirectly, in the absence of any applicable exemption:

- 13 (a) Unless a registration statement is in effect as to a security, making use of any means or instruments
14 of transportation or communication in interstate commerce or of the mails to sell such security
15 through the use or medium of any prospectus or otherwise;
16 (b) Unless a registration statement is in effect as to a security, carrying or causing to be carried
17 through the mails or in interstate commerce, by any means or instruments of transportation, any
18 such security for the purpose of sale or for delivery after sale; or
19 (c) Making use of any means or instruments of transportation or communication in interstate
20 commerce or of the mails to offer to sell or offer to buy through the use or medium of any
21 prospectus or otherwise any security, unless a registration statement has been filed with the
22 Commission as to such security, or while the registration statement is the subject of a refusal order
23 or stop order or (prior to the effective date of the registration statement) any public proceeding or
24 examination under Section 8 of the Securities Act, 15 U.S.C. § 77h.

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

26 **III.**

27 IT IS FURTHER ORDERED that defendants Schooler and Western, and their officers, agents, servants,
28 employees, attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them,
who receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are
temporarily restrained and enjoined from, directly or indirectly, in the offer or sale of any securities, by the use of any
means or instruments of transportation or communication in interstate commerce or by the use of the mails:

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3 A. employing any device, scheme or artifice to defraud;
4 B. obtaining money or property by means of any untrue statement of a material fact or any omission
5 to state a material fact necessary in order to make the statements made, in light of the
6 circumstances under which they were made, not misleading; or
7 C. engaging in any transaction, practice, or course of business which operates or would operate as a
8 fraud or deceit upon the purchaser;

9 in violation of Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a).

10 **IV.**

11 IT IS FURTHER ORDERED that Western and Schooler, and their officers, agents, servants, employees,
12 attorneys, subsidiaries and affiliates, and those persons in active concert or participation with any of them, who
13 receive actual notice of this Order, by personal service or otherwise, and each of them, be and hereby are temporarily
14 restrained and enjoined from, directly or indirectly, in connection with the purchase or sale of any security, by the
15 use of any means or instrumentality of interstate commerce, or of the mails, or of any facility of any national
16 securities exchange:

- 17 A. employing any device, scheme or artifice to defraud;
18 B. making any untrue statement of a material fact or omitting to state a material fact necessary in
19 order to make the statements made, in the light of the circumstances under which they were made,
20 not misleading; or
21 C. engaging in any act, practice, or course of business which operates or would operate as a fraud or
22 deceit upon any person;

23 in violation of Section 10(b) of the Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 thereunder, 17 C.F.R. §
24 240.10b-5.

25 **V.**

26 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, defendants Schooler and
27 Western, and their officers, agents, servants, employees, attorneys, subsidiaries and affiliate, and those persons in
28 active concert with them, who receive actual notice of this Order, by personal service or otherwise, and each of
them, be and hereby are permanently restrained and enjoined from, directly or indirectly, transferring, assigning,
selling, hypothecating, changing, wasting, dissipating, converting, concealing, encumbering, or otherwise disposing

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3 of, in any manner, any funds, assets, securities, claims or other real or personal property, including any notes or
4 deeds of trust or other interest in real property, wherever located, of Schooler and/or Western or their subsidiaries or
5 affiliates, owned by, controlled by, managed by or in the possession or custody of any of them and from transferring,
6 encumbering dissipating, incurring charges or cash advances on any debit or credit card of the credit arrangement of
7 the Defendants and their subsidiaries and affiliates. The entities controlled by Schooler and/or Western include the
8 entities listed on Schedule 1.

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10 **VI.**

11 IT IS FURTHER ORDERED that, except as otherwise ordered by this Court, an immediate freeze shall be
12 placed on all monies and assets (with an allowance for necessary and reasonable living expenses to be granted only
13 upon good cause shown by application to the Court with notice to and an opportunity for the Commission to be
14 heard) in all accounts at any bank, financial institution or brokerage firm (including any futures commission
15 merchant), or Internet or “e-commerce” payment processor, all certificates of deposit, and other funds or assets, held
16 in the name of, for the benefit of, or over which account authority is held by Schooler, Western and entities
17 controlled by Schooler and/or Western, including but not limited to the accounts listed below:

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	9861 LP	XXXXXX4015
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	Checkered Flag Partners	XXXXXX6616

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
San Diego		
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 San Diego	EBS Land Co.	XXXXXX8760
Security Business Bank of San Diego	EBS Land Co.	XXXXXX8778
Security Business Bank of San Diego	EBS Land Co.	XXXXXX8935
Security Business Bank of San Diego	Fairway Partners	XXXXXX6418
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

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
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
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	LVS I, LLC	XXXXXX8877
Security Business Bank of San Diego	Louis V. Schooler Business Account	XXXXXX8901
Security Business Bank of San Diego	LVS II, LLC	XXXXXX8851
Security Business Bank of San Diego	LVS III, LLC	XXXXXX8869
Security Business Bank of San Diego	LVS IV, LLC	XXXXXX1979
Security Business Bank of San Diego	LVS V, LLC	XXXXXX4205
Security Business Bank of San Diego	LVS VI, LLC	XXXXXX8487
Security Business Bank of San Diego	LVS VII, LLC	XXXXXX8495
Security Business Bank of San Diego	LVS VIII, LLC	XXXXXX6713

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
San Diego		
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
Security Business Bank of San Diego	Osprey Pescador, LLC	XXXXXX4817
Security Business Bank of San Diego	P-39 Aircobra Partners, LLC	XXXXXX6366
Security Business Bank of San Diego	P-39 Aircobra Partners	XXXXXX6358
Security Business Bank of San Diego	P51 LLC	XXXXXX6002
Security Business Bank of San Diego	Painted Desert Partners	XXXXXX1343
Security Business Bank of San Diego	Par Four Partners	XXXXXX6236
Security Business Bank of San Diego	Park Vegas Partners	XXXXXX9933
Security Business Bank of San Diego	Pecos Partners	XXXXXX4627
Security Business Bank of San Diego	Pecos Partners, LLC	XXXXXX4635

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	Pine View	XXXXXX6590
Security Business Bank of San Diego	Production Partners	XXXXXX6459
Security Business Bank of San Diego	Prosperity Partners	XXXXXX6442
Security Business Bank of San Diego	Pueblo Partners, LLC	XXXXXX2381
Security Business Bank of San Diego	Pueblo Partners	XXXXXX2399
Security Business Bank of San Diego	Pyramid Highway 177 Partners	XXXXXX5244
Security Business Bank of San Diego	Pyramid Highway 177 Partners, LLC	XXXXXX5251
Security Business Bank of San Diego	Rail Road Partners	XXXXXX1624
Security Business Bank of San Diego	Rainbow Partners	XXXXXX6467
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	San Pasqual 51-1100 LLC	XXXXXX8737
Security Business Bank of San Diego	San Pasqual 51-1400 LLC	XXXXXX8729
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

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
San Diego		
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 Country, LLC	XXXXXX8885
Security Business Bank of San Diego	Silver Country, LLC	XXXXXX1522
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
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

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<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
Security Business Bank of San Diego	West Coast Rental I	XXXXXX8453
Security Business Bank of San Diego	West Coast Rental II	XXXXXX8461
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
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
American Century Investments	LVS Trust; Louis and Linda Schooler Trust	XXXXX750-4
Southwest Securities	Estate of Louis V. Schooler	XXXXXX6374
Southwest Securities	Louis V. Schooler and Robert Schafer Trustees—Real Asset Locators, Inc.; DB Plan for Schooler and Schafer	XXXXXX3597
Southwest Securities	Louis V. Schooler	XXXXXX9361
Southwest Securities	Sep Est Prop of Louis V. Schooler; Louis	XXXXXX3446

<u>Bank Name</u>	<u>Account Name</u>	<u>Account Number</u>
	V. Schooler Trustee	
Southwest Securities	Louis V. Schooler Trustee; Real Asset Locators PSP; FBO Robert M Schafer	XXXXXX5498
Bank of Nevada	Real Asset Locators, Inc.	XXXXXXXX6352
Charles Schwab	Louis V. Schooler	XXXX-9911
PIMCO	LVS I LLC-R	XXXXXXXX4021
PIMCO	LVS I SPE II	XXXXXXXX4026
PIMCO	LVS I LLC - C	XXXXXXXX4027
PIMCO	LVS I SPE, LLC	XXXXXXXX4028
PIMCO	LVS I LLC - B	XXXXXXXX4032
PIMCO	LVS Offshore I, L.P. - B	XXXXXXXX4033
PIMCO	LVS I LLC - S	XXXXXXXX4035
PIMCO	LVS I SPE III, LLC	XXXXXXXX4036
PIMCO	LVS I SPE IV, LLC	XXXXXXXX4037
PIMCO	LVS I SPE V, LLC	XXXXXXXX4038
PIMCO	LVS I SPE VI LLC	XXXXXXXX4039
PIMCO	LVS I SPE VII LLC	XXXXXXXX4040
PIMCO	LVS I SPE VIII, LLC	XXXXXXXX4041
PIMCO	LVS I SPE IX, LLC	XXXXXXXX4042
PIMCO	LVS I SPE X, LLC	XXXXXXXX4043
PIMCO	LVS I SPE XI, LLC	XXXXXXXX4044
PIMCO	LVS I SPE XII, LLC	XXXXXXXX4045
PIMCO	LVS I SPE XII, LLC	XXXXXXXX4046
PIMCO	LVS Luxembourg II S.a.r.l.	XXXXXXXX4047

VII.

IT IS FURTHER ORDERED that Thomas C. Hebrank is appointed as temporary receiver of Western and the entities it controls, including but not limited to the entities listed on Schedule

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3 1, with full powers of an equity receiver, including, but not limited to, full power over all funds,
4 assets, collateral, premises (whether owned, leased, occupied, or otherwise controlled), choses in
5 action, books, records, papers and other property belonging to, being managed by or in the
6 possession of or control of Western and its subsidiaries and affiliates, including but not limited
7 to the entities listed on Schedule 1, and that such receiver is immediately authorized, empowered
8 and directed:

9 A. to have access to and to collect and take custody, control, possession, and charge
10 of all funds, assets, collateral, premises (whether owned, leased, occupied, or
11 otherwise controlled), choses in action, books, records, papers and other real or
12 personal property, wherever located, of or managed by Western, and its
13 subsidiaries and affiliates, including but not limited to the entities listed on
14 Schedule 1, with full power to sue, foreclose, marshal, collect, receive, and take
15 into possession all such property including access to and taking custody, control,
16 and possession of all such Western property, and that of its subsidiaries and
17 affiliates, including but not limited to the entities listed on Schedule 1; the
18 temporary receiver shall have authority to enter and secure the premises located at
19 5186 Carroll Canyon Road, San Diego, CA 92121, including by locksmith and
20 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, including all accounts at any bank, title
23 company, escrow agent, financial institution or brokerage firm (including any
24 futures commission merchant) which has possession, custody or control of any
25 assets or funds Western, and its subsidiaries and affiliates, including but not
26 limited to the entities listed on Schedule 1, or which maintains accounts over
27 which Western, and its subsidiaries and affiliates, including but not limited to the
28 entities listed on Schedule 1, and/or any of their employees or agents have
 signatory authority;

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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, and its subsidiaries and
5 affiliates, including but not limited to the entities listed on Schedule 1, and to
6 engage and employ attorneys, accountants and other persons to assist in such
7 investigation and discovery;
- 8 D. to take such action as is necessary and appropriate to preserve and take control of
9 and to prevent the dissipation, concealment, or disposition of any assets of or
10 managed by Western, and its subsidiaries and affiliates, including but not limited
11 to the entities listed on Schedule 1;
- 12 E. to make an accounting, as soon as practicable, to this Court and the Commission
13 of the assets and financial condition of Western and to file the accounting with
14 the Court and deliver copies thereof to all parties;
- 15 F. to make such payments and disbursements from the funds and assets taken into
16 custody, control, and possession or thereafter received by him, and to incur, or
17 authorize the making of, such agreements as may be necessary and advisable in
18 discharging his duties as temporary receiver;
- 19 G. to employ attorneys, accountants, and others to investigate and, where
20 appropriate, to institute, pursue, and prosecute all claims and causes of action of
21 whatever kind and nature which may now or hereafter exist as a result of the
22 activities of present or past employees or agents of Western, and its subsidiaries
23 and affiliates, including but not limited to the entities listed on Schedule 1; and
- 24 H. to have access to and monitor all mail, electronic mail, and video phone of the
25 entities in receivership in order to review such mail, electronic mail, and video
26 phone which he or she deems relates to their business and the discharging of his
27 duties as temporary receiver.
- 28 I. to operate and control the content of information posted on any Internet website
maintained by Western and its subsidiaries and affiliates, including but not
limited to the entities listed on Schedule 1.

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2 J. to exercise all the lawful powers of Western and its subsidiaries and affiliates,
3 including but not limited to the entities listed on Schedule 1, and their officers,
4 directors, employees, representatives, partners, or persons who exercise similar
5 powers and perform similar duties.
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7 **VIII.**

8 IT IS FURTHER ORDERED that defendants Schooler and Western, and their
9 subsidiaries and affiliates, including all of the other entities in receivership, and their officers,
10 agents, servants, employees and attorneys, and any other persons who are in custody, possession
11 or control of any assets, collateral, books, records, papers or other property of or managed by
12 any of the entities in receivership, shall forthwith give access to and control of such property to
13 the temporary receiver.

14 **IX.**

15 IT IS FURTHER ORDERED that Schooler and Western, and Western's officers, agents,
16 servants, employees, attorneys, subsidiaries and affiliates, including the other entities in
17 receivership, shall, within 24 hours of the issuance of this Order, cause to be prepared and
18 delivered to the temporary receiver, a detailed and complete schedule of all desk top computers,
19 laptop computers and/or personal digital assistants ("PDA") owned and/or used by them in
20 connection with their business. In the case of Schooler, he shall, within 24 hours of the issuance
21 of this Order, prepare and deliver to the temporary receiver, a detailed and complete schedule of
22 all desk top computers, laptop computers and/or PDA's owned, controlled or used by them for
23 any purpose. The schedules required by this section shall include at a minimum the make,
24 model and description of each computer and/or PDA, along with its location, the name of the
25 person primarily assigned to use the computer and/or PDA, all passwords necessary to access the
26 computer and/or PDA, and all passwords necessary to access and use the software contained on
27 the computer and/or PDA. The temporary receiver shall be authorized to make an electronic,
28 digital or hard copy of all of the data contained on the computers and/or PDAs.

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3 IT IS FURTHER ORDERED that defendants Schooler and Western, and Western's
4 subsidiaries and affiliates, and their officers, agent, servants, employees, attorneys, including the
5 other entities in receivership, shall, within 24 hours of the issuance of this Order, cause to be
6 prepared and delivered to the temporary receiver, a detailed and complete schedule of all
7 passwords, usernames, and identification numbers for all websites, email accounts, and all
8 accounts and any bank, financial institution or brokerage firm operated by or to which Schooler
9 and Western have access.

10 **XI.**

11 IT IS FURTHER ORDERED that no officer, agent, servant, employee or attorney of
12 Western, and its subsidiaries and affiliates, including but not limited to the entities listed on
13 Schedule 1, shall take any action or purport to take any action, in the name of or on behalf of
14 Western, and its subsidiaries and affiliates, including but not limited to the entities listed on
15 Schedule 1, without the written consent of the temporary receiver or order of this Court.

16 **XII.**

17 IT IS FURTHER ORDERED that, except by leave of this Court, during the pendency of
18 this receivership, all clients, investors, trust beneficiaries, note holders, creditors, claimants,
19 lessors and all other persons or entities seeking relief of any kind, in law or in equity, from
20 Schooler or Western, or their subsidiaries or affiliates, including but not limited to the entities
21 listed on Schedule 1, and all persons acting on behalf of any such investor, trust beneficiary, note
22 holder, creditor, claimant, lessor, consultant group or other person, including sheriffs, marshals,
23 servants, agents, employees and attorneys, are hereby restrained and enjoined from, directly or
24 indirectly, with respect to these persons and entities:

- 25 A. commencing, prosecuting, continuing or enforcing any suit or proceeding (other
26 than the present action by the Commission or any other action by the government)
27 against any of them;
28 B. using self-help or executing or issuing or causing the execution or issuance of any
court attachment, subpoena, replevin, execution or other process for the purpose
of impounding or taking possession of or interfering with or creating or enforcing

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2 a lien upon any property or property interests owned by or in the possession of
3 Western, or its subsidiaries and affiliates, including but not limited to the entities
4 listed on Schedule 1; and

5 C. doing any act or thing whatsoever to interfere with taking control, possession or
6 management by the temporary receiver appointed hereunder of the property and
7 assets owned, controlled or managed by or in the possession of Schooler or
8 Western, or their subsidiaries and affiliates, including but not limited to the
9 entities listed on Schedule 1, or in any way to interfere with or harass the
10 temporary receiver or his attorneys, accountants, employees, or agents or to
11 interfere in any manner with the discharge of the temporary receiver's duties and
12 responsibilities hereunder.

13
14 **XIII.**

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

23
24 **XIV.**

25 IT IS FURTHER ORDERED that defendants Schooler and Western, and their
26 subsidiaries and affiliates, including but not limited to the entities listed on Schedule 1, shall pay
27 the costs, fees and expenses of the temporary receiver incurred in connection with the
28 performance of his duties described in this Order, including the costs and expenses of those
persons who may be engaged or employed by the temporary receiver to assist him in carrying
out his duties and obligations. All applications for costs, fees, and expenses for services
rendered in connection with the receivership other than routine and necessary business expenses

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2 in conducting the receivership, such as salaries, rent, and any and all other reasonable operating
3 expenses, shall be made by application setting forth in reasonable detail the nature of the
4 services and shall be heard by the Court.
5

6 **XV.**

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

13 **XVI.**

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

19 **XVII.**

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

1
2
3 **XVIII.**

4 IT IS FURTHER ORDERED that the Commission's application for expedited discovery
5 be and hereby is granted and that the Commission may take depositions of Defendants and
6 non-parties upon oral examination subject to two calendar days notice pursuant to Rules 30(a)
7 and 45 of the Federal Rules of Civil Procedure, that the Commission may take more than one
8 deposition at the same time, that depositions of the Defendants may be taken on any day,
9 including Saturdays, Sundays and holidays, subject to two calendar days notice, including notice
10 given personally, by facsimile or by electronic mail, and the Commission may take more than
11 ten depositions.

12 **XIX.**

13 IT IS FURTHER ORDERED that defendants Schooler and Western, within five days of
14 the issuance of this Order, prepare and deliver to the Commission a detailed and complete
15 schedule of all of their personal assets, including all real and personal property exceeding \$5,000
16 in value, and all bank, securities, futures and other accounts identified by institution, branch
17 address and account number. The accounting shall include a description of the source(s) of all
18 such assets. Such accounting shall be filed with the Court and a copy shall be delivered to the
19 Commission's Los Angeles Regional Office to the attention of Molly M. White, Senior Trial
20 Counsel. After completion of the accounting, Schooler and Western shall produce to the
21 Commission's Los Angeles Regional Office, at a time agreeable to the Commission, all books,
22 records and other documents supporting or underlying their accounting.

23 **XX.**

24 IT IS FURTHER ORDERED that any person who receives actual notice of this Order by
25 personal service or otherwise, and who holds, possesses or controls assets exceeding \$5,000 for
26 the account or benefit of Schooler and/or Western, shall within 5 days of receiving actual notice
27 of this Order provide counsel for the Commission with a written statement identifying all such
28 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.

XXI.

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3 IT IS FURTHER ORDERED that this Temporary Restraining Order shall expire at 11:30
4 a.m. on September 17, 2012, unless for good cause shown, it is extended or unless the parties
5 against whom it is directed consent that it may be extended for a longer period.

6 **XXII.**

7 IT IS FURTHER ORDERED that at 11:30 a.m. on September 17, 2012, or as soon
8 thereafter as the parties may be heard, the Defendants, and each of them, shall appear before the
9 undersigned Judge of the United States District Court for the Southern District of California, to
10 show cause, if there be any, why a preliminary injunction should not be granted. The Court-
11 appointed Receiver shall provide notice of this TRO and the Order to Show Cause re Preliminary
12 Injunction and Appointment of a Permanent Receiver, by certified mail, on all receivership
13 entities and their general partners, including but not limited to the entities listed on Schedule 1.
14 Any declarations, affidavits, points and authorities, or other submissions in support of, or in
15 opposition to, the issuance of such an Order shall be filed with the Court and delivered to the
16 Commission's Los Angeles office and the offices of the Defendants and/or their attorneys no
17 later than 5:00 p.m. on September 12, 2012.

18 **XXIII.**

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

23 IT IS SO ORDERED.

24
25 DATED: September 6, 2012

26 
27 UNITED STATES DISTRICT JUDGE
28

SCHEDULE 1

NAME	ADDRESS
A B L PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
ANTELOPE SPRINGS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
BIG RANCH PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
BLA PARTNERS BORDERLAND	5186 Carroll Canyon Road, San Diego, CA 92121
PARNTERS BRATTON VIEW	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS CACTUS RIDGE	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS CARSON VALLEY	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS CHECKERED FLAG	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS COMSTOCK	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS CLEARWATER	5186 Carroll Canyon Road, San Diego, CA 92121
BRIDGE,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
CRYSTAL CLEARWATER PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
DAYTON VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
DESERT VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
EAGLE VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
EAGLE VIEW PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
FAIRWAY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
FALCON HEIGHTS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
FALCON HEIGHTS PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
FREE TRADE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
FRONTAGE 177 PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
FRONTAGE 177 PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
GALENA RANCH PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
GILA VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
GOLD RIDGE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
GRAND VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
GREEN VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HEAVENLY VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HIDDEN HILLS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HIGH DESERT PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HIGH DESERT SHADOW,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
HIGHWAY 50 PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HOLLYWOOD PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HONEY SPRINGS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
HORIZON PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
INTERNATIONAL PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
JAMUL MEADOWS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
LAHONTAN PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
LAS VEGAS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
LYONS VALLEY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121

MESA VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
MEX-TEC PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
MOHAWK MOUNTAIN PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
MOUNTAIN VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
NEVADA VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
NIGHT HAWK PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
NIGHT HAWK PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
NORTH SPRINGS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
OCOTILLO VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
ORANGE VISTA PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
OSPREY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
OSPREY PESCADOR,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
P-39 AIRCOBRA PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
P-39 AIRCOBRA PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
P-40 WARHAWK PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
P-40 WARHAWK PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
PAINTED DESERT PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PAR FOUR PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PARK VEGAS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PECOS PARTNERS PECOS	5186 Carroll Canyon Road, San Diego, CA 92121
PARTNERS,LLC PINE	5186 Carroll Canyon Road, San Diego, CA 92121
VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PRODUCTION PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PROSPERITY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PUEBLO PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PUEBLO PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
PYRAMID HIGHWAY 177 PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
PYRAMID HIGHWAY 177 PARTNERS,LLC	5186 Carroll Canyon Road, San Diego, CA 92121
RAIL ROAD PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
RAINBOW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
RAWHIDE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
REDFIELD HEIGHTS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
RENO PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
RENO VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
RENO VISTA PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
ROAD RUNNER PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
ROLLING HILLS VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
ROSE VISTA PARTNERS	5186 Carroll Canyon Road, San Diego,CA 92121
SANTA FE VIEW PARTNERS	5186 Carroll Canyon Road, San Diego,CA 92121
SANTA FE VIEW PARTNERS,LLC	5186 Carroll Canyon Road, San Diego,CA 92121
SIERRA VIEW PARTNERS	5186 Carroll Canyon Road, San Diego,CA 92121
SILVER CITY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SILVER STATE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121

SKY VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SNOW BIRD PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SONORA VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SPANISH SPRINGS VIEW PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SPRUCE HEIGHTS PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
STEAMBOAT PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
STOREY COUNTRY PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
SUNTEC PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
TECATE SOUTH PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
TWIN PLANT PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
VALLEY VISTA PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
VIA 188 PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
VICTORY LAP PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
VISTA DEL SUR PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
VISTA TECATE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121
WILD HORSE PARTNERS	5186 Carroll Canyon Road, San Diego, CA 92121