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12 *Proposed Attorneys for the Debtors and*
13 *Debtors in Possession*

14 **UNITED STATES BANKRUPTCY COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**
16 **SANTA ROSA DIVISION**

17 In re:
18 LEFEVER MATTSON, a California
19 corporation, *et al.*,¹
20
21 Debtors.

22 Lead Case No. 24-10545 (CN)

23 (Jointly Administered)

24 Chapter 11

25 **DECLARATION OF BRADLEY D.**
26 **SHARP IN SUPPORT OF DEBTORS'**
27 **MOTION FOR ORDER**
28 **AUTHORIZING (I) THE RETENTION**
AND EMPLOYMENT OF
DEVELOPMENT SPECIALISTS,
INC.; (II) THE DESIGNATION OF
BRADLEY D. SHARP AS CHIEF
RESTRUCTURING OFFICER; AND
(III) THE DESIGNATION OF RISHI
JAIN AND LANCE MILLER AS
INDEPENDENT DIRECTORS, AS OF
THE PETITION DATE

¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.



1 I, Bradley D. Sharp, do hereby declare as follows:

2 1. I am the President and Chief Executive Officer of Development Specialists, Inc.
3 (“DSI”), a leading provider of management consulting and financial advisory services, including
4 turnaround consulting, fiduciary roles, and financial restructuring services, with numerous offices
5 throughout the country.

6 2. I have personal knowledge of the matters set forth herein, and if called and sworn
7 as a witness, I could and would testify competently thereto.²

8 3. This Declaration is made in support of the Debtors’ Motion (the “Motion”) for an
9 order authorizing (I) the retention and employment of Development Specialists, Inc.; (II) the
10 designation of Bradley D. Sharp as the CRO of the Debtors; and (III) the designation of Rishi Jain
11 and Lance Miller as independent directors of the Board, all effective as of the Petition Date.
12 Capitalized terms used but not otherwise defined herein shall have the meanings given to them in
13 the Motion.

14 4. DSI’s professionals have a wealth of experience in providing financial advisory
15 services and enjoy an excellent reputation for services they have rendered on behalf of debtors
16 throughout the United States. DSI has substantial experience in matters of this size and complexity
17 and has acted as Chief Restructuring Officer in many large bankruptcy cases nationwide. A
18 schedule of certain cases where DSI has been appointed a CRO is attached to this Declaration as
19 **Exhibit 1**.

20 5. As CRO, DSI personnel and I will perform the CRO Services, as set forth in the
21 Motion and the DSI Engagement Letter, which is attached to this Declaration as **Exhibit 2**. DSI
22 will also provide the Additional Personnel, who will provide the Additional Services, as set forth
23 in the Motion and the DSI Engagement Letter. In performing such services, DSI will charge the
24 Debtors the rates set forth in the DSI Engagement Letter.

25 6. I caused to be submitted for review by our conflicts system the names of all known
26 potential parties-in-interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list

27 _____
28 ² Certain of the disclosures herein relate to matters within the knowledge of other professionals
at DSI and are based on information provided by them.

1 of Potential Parties in Interest was provided by the Debtors and included, among other parties, the
2 Debtors, non-Debtor affiliates, secured creditors, lenders, the Debtors' largest unsecured creditors
3 on a consolidated basis, current and former directors and officers of the Debtors, significant
4 stockholders, the United States Trustee, and any person employed in the office of the United States
5 Trustee, and other parties. The results of the conflict check were compiled and reviewed by DSI
6 professionals under my supervision. At this time, and as set forth in further detail herein, DSI is
7 not aware of any relationship that would present a disqualifying conflict of interest. DSI is aware
8 of one relationship that, out of an abundance caution, it wishes to disclose, as set forth in paragraph
9 7 below. Should DSI discover any new relevant facts or relationships bearing on the matters
10 described herein during the period of its retention, DSI will use reasonable efforts to file promptly
11 a supplemental declaration.

12 7. In October 2019, I was retained as Chief Restructuring Officer for Highland Capital
13 Management, L.P. ("HCMLP"). At the time, HCMLP's principal owner and CEO was James
14 Dondero. In January 2020, Mr. Dondero resigned from his role as CEO of HCMLP. A three-
15 member independent board was appointed. One of the independent board members, James P.
16 Seery, was subsequently engaged as the CEO of HCMLP and assumed the Chief Restructuring
17 Officer responsibilities. DSI continued to serve as financial advisor ("FA") to HCMLP throughout
18 its Chapter 11 bankruptcy process and remains the FA to the HCMLP liquidating trust. Mr.
19 Dondero is the Founder, Chairman of the Board, and a Principal of NexBank, which is the secured
20 lender for Debtor Tradewinds Apartments, LP.

21
22 I declare under penalty of perjury under the laws of the United States of America that the
23 foregoing is true and correct. Executed on September 24, 2024.

24
25 /s/ Bradley D. Sharp
Bradley D. Sharp

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EXHIBIT 1

(Schedule of Certain Cases Where DSI Has Been Appointed CRO)

- Chief Restructuring Officer of Highland Capital Management, LP, an SEC-registered investment adviser on Highland Capital Management’s global alternative investment platform. (Case No. 19-34054, Bankr. N.D. Tex.)
- Chief Restructuring Officer of Woodbridge Group of Companies, LLC, a real estate development company, through its 305 related debtors with more than 8,000 investors and claims of \$1 billion. (Case No. 17-12560, Bankr. D. Del.)
- Chief Restructuring Officer of Triangle USA Petroleum Corporation, a publicly-traded company engaged in shale drilling and midfield oil services predominately in the Williston Basin of North Dakota. (Case No. 16-11566, Bankr. D. Del.)
- Chief Restructuring Officer of Variant Holding Company, LLC, parent company controlling 26 different multi-family properties with more than 8,000 units in five states. (Case No. 14-12021, Bankr. D. Del.)
- Chief Restructuring Officer of John Laing Homes, a large builder of luxury homes primarily in California. Founded in 1848, John Laing Homes was among the nation’s oldest homebuilders. (Case No. 09-10571, Bankr. D. Del.)

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EXHIBIT 2
(DSI Engagement Letter)

September 9, 2024

Mr. Tim LeFever
Chief Executive Officer
LeFever Mattson

Re: Development Specialists, Inc. (“DSI”)
Retention and Letter of Engagement

Dear Mr. LeFever:

Upon the filing under chapter 11 of U.S. Bankruptcy Code (the “Chapter 11 Case”) of LeFever Mattson, a California Corporation, and its Related Entities (collectively, “LeFever Mattson” or the “Company”), this letter will supersede the agreement dated July 18, 2024. This letter is DSI’s formal written agreement (the “Agreement”) to provide the services described herein to the Company. This Agreement will become effective on the date set forth above (the “Effective Date”) upon execution by duly authorized representatives of the respective parties.

Section 1 – Scope of Work

DSI will provide the following services to the Company:

1. Bradley Sharp of DSI will serve as the Company’s Chief Restructuring Officer (“CRO”) and, in that capacity will provide the following services (“CRO Services”),
 - a. Manage and direct the Company’s Chapter 11 case subject to the oversight of the Company’s board.
 - b. Report directly to the board of directors and comply with the Company’s corporate governance requirements.
 - c. Manage and direct the implementation and prosecution of the Chapter 11 Case, including negotiations with creditors, reconciliation of claims asserted by creditors, investigation and pursuit of claims against third parties, and confirmation of a Chapter 11 plan, subject to the oversight of the Company’s board.
 - d. Perform such other service not inconsistent with the role of a CRO and not duplicative of services provided by other professionals in this case.
 - e. Supervise the existing financial professionals including accountants, financial advisors and forensic accountants.

LOS ANGELES

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- f. Along with the Company General Counsel, supervise the Company's legal professionals.
 - g. Oversee the investigation into allegations against the Company
 - h. Establish and manage professional fee budgets including review of invoices and preparation of budget to actual reporting.
2. DSI will also provide other personnel of DSI ("Additional Personnel") to provide restructuring support services ("Additional Services", together with the CRO Services the "Services") as requested or required to the Company, which may include but are not limited to:
- a. Assisting the Company in the preparation of financial disclosures required by the Bankruptcy Code, including the Schedules of Assets and Liabilities, the Statements of Financial Affairs and Monthly Operating Reports.
 - b. Assisting the Company in the development of cash flow forecasts and other financial analysis as required.
 - c. Advising and assisting the Company, the Company's legal counsel and other professionals in responding to third party requests.
 - d. Attending meetings and assisting in communications with parties in interest and their professionals, including any official committee(s) appointed pursuant to the Bankruptcy Code, by the Office of the United States Trustee (the "U.S. Trustee").
 - e. Providing litigation advisory services with respect to accounting matters, along with expert witness testimony on case related issues.
 - f. Rendering such other general business consulting services or other assistance as the Company may deem necessary and which are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in this case.

DSI's ability to adequately perform the Services is dependent upon the Company timely providing reliable, accurate and complete necessary information. The Company acknowledges that DSI is not responsible for independently verifying the veracity, completeness or accuracy of any information supplied to us by or on behalf of the Company.

Although we do not predict or warrant the outcome of this or any other particular matter or issue, and our fees are not dependent upon such outcomes, we will perform the Services with reasonable care and in a diligent and competent manner.



Section 2 – Rates, Invoicing and Retainer

1. Fees and Expenses.

For the CRO Services above, DSI will be compensated at a rate of \$50,000 per month.

The Additional Services will billed on an hourly rate to the tenth of an hour. A number of DSI's personnel have experience in providing restructuring support services and may be utilized as Additional Personnel in this representation. Although others of our staff may also be involved, we have listed below certain of the DSI personnel (along with their corresponding billing rates) who would likely constitute the Additional Personnel. The individuals are:

Eric J. Held	\$625.00/hr.
Shelly Cuff	\$495.00/hr.

The above rates are adjusted as of January 1 of each year to reflect advancing experience, capabilities, and seniority of our professionals as well as general economic factors.

DSI shall also be reimbursed for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for messenger services, photocopying, pre-approved travel expenses, postage and other charges customarily invoiced by consulting firms.

2. Invoicing.

DSI will separately identify its fees and expenses in monthly or periodic invoices provided to the Company, payment of which shall be due within ten (10) days from the invoice date or as otherwise provided by a Bankruptcy Court Order. DSI Invoices shall identify in reasonable detail the service provider(s) who provided services to the Company during the period covered by the invoice, the amount of time expended, and the work performed.

Subject to a Bankruptcy Court order providing for an alternative procedure, in the event that you disagree with or question any amount due under any monthly invoice, you shall exercise commercially reasonable efforts to communicate such disagreement to us in writing within ten (10) business days of the date of such invoice.

DSI reserves the right to suspend the Services if invoices are not timely paid or, at its discretion, to terminate this Agreement as provided for herein. In neither even shall DSI be liable for any resulting loss, damage, or expense connected with or arising from such suspension or termination.



3. Court Approval

This Agreement shall be presented to the appropriate court for approval and continuation, pursuant to Bankruptcy Code Section 363 and DSI's then-prospective obligations shall be contingent upon such approval.

Section 3 – Termination

Either the Company or DSI may terminate this Agreement for any reason with five (5) business days' written notice; provided, however, that the Company shall be obligated, in accordance with any orders of or procedures established by any court, to pay and/or reimburse DSI all fees and expenses accrued under this Agreement as of the effective date of the termination.

Section 4 – Relationship of the Parties, Confidentiality

The parties intend that an independent contractor relationship will be created by this Agreement. Employees of DSI are not to be considered employees of, or entitled to any of the employee benefits provided by, the Company, unless written modification is made to this Agreement.

The Company acknowledges that (i) all advice (written or oral) given by DSI in connection the provision of Services under with this Agreement is intended solely for the benefit of and use by the Company, its subsidiaries and the entities the Company manages as general partner and/or manager (collectively, the "Related Entities") in considering the subject matter to which it relates, and (ii) no third party is entitled to rely on any advice, communication, or Service provided by DSI, which will in no way be deemed to be providing Services to any person or entity other than the Company and the Related Entities.

DSI agrees that all information not publicly available that the Company provides to DSI in connection with this Agreement, or that is developed in the performance of the Services, will be treated as confidential and will not be disclosed by DSI, except as required by court order or other legal process, or as may be authorized in writing by the Company. DSI shall not be required to defend against any action to obtain an order requiring disclosure of such information, but shall instead give prompt notice of any such action to the Company so that it may seek appropriate remedies, including a protective order. The Company shall reimburse DSI for all costs and fees incurred by DSI (including reasonable attorney's fees and internal time devoted by DSI employees at their normal hourly rates), whether during the pendency of this Agreement or thereafter, relating to responding to (whether by objecting to or complying with) any subpoenas or requests for production of information or documents.

Section 5 – Indemnity

The Company shall indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Company's other officers and directors under the Company's corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policies. Any such indemnity shall survive the expiration or termination by either party of this engagement. Except as provided above, there shall be no indemnification of DSI, its affiliates or the Additional Personnel.

Section 6 – Conflicts

DSI has made diligent inquiries to determine whether it or any of its professionals have any connections with the Company, its creditors, or other parties in interest in the Chapter 11 Case. Based on that review, the review of DSI's conflict files and responses to inquiries from DSI's professional staff, neither DSI nor its professionals have any known conflicts with the parties in this case. DSI will separately provide its connections to parties in this case and/or their professionals.

Section 7 – No Audit

The Company acknowledges that DSI is being engaged to provide financial advisory consulting services to and for the benefit of the Company. DSI's performance of the Services shall not constitute an audit, review, compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA or other such state or national professional bodies. It is beyond the scope of our services to identify deficiencies in recordkeeping practices or procedures, or errors or irregularities in financial statements or the books and records of the Company.

Section 8 – Non-Solicitation

The Company agrees not to solicit, recruit or hire any employees or agents of DSI for a period of one year subsequent to the completion and/or termination of this Agreement; provided that the Company shall not be prohibited from (x) making general advertisements for employment not specifically directed at employees of DSI or (y) employees of DSI responding to unsolicited requests for employment.

Section 9 – Survival

The provisions of this Agreement relating to indemnification, the non-solicitation or hiring of DSI employees, and all other provisions necessary to the enforcement of the intent of this Agreement will survive the termination or expiration of this Agreement.



Mr. Tim LeFever
September 9, 2024
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Section 10 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of law principles.

Section 11 – Severability

If any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative and only in such jurisdictions in which the part or provision is, by ruling or controlling precedent, invalid or unenforceable.

Section 12 – Counterparts

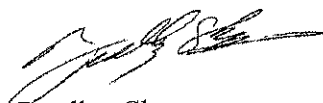
This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 13 – Entire Agreement, Amendment

This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes and is intended to nullify any other agreements, understandings or representations relating to the subject of this Agreement. This Agreement may not be amended or modified except in a writing signed by the parties.

If you are in agreement with the foregoing terms and conditions, please sign and return an original copy of this Agreement to me.

Very truly yours,



Bradley Sharp
President



