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11 *Proposed Attorneys for Debtor and Debtor in*
 12 *Possession*

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

18 In Re:

Case No. 24-10715

19 KS MATTSON PARTNERS, LP,

Chapter 11

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 21 Debtor.¹
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**APPLICATION OF DEBTOR FOR ORDER
 AUTHORIZING THE RETENTION AND
 EMPLOYMENT OF HOGAN LOVELLS
 US LLP AS COUNSEL FOR THE DEBTOR**

[No hearing requested]

28 ¹ The last four digits of the Debtor's tax identification number are 5060. The Debtor's mailing address is c/o Stapleton Group, 514 Via de la Valle, Suite 210, Solana Beach, CA 92075.



1
2 KS Mattson Partners, LP (the “Debtor”), debtor and debtor-in-possession in the above-
3 captioned chapter 11 case, hereby submits this application (the “Application”) pursuant to sections
4 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014 and
5 2016 of the Federal Rules of Bankruptcy Procedure, (the “Bankruptcy Rules”) (i) authorizing the
6 employment of Hogan Lovells US LLP (“Hogan Lovells”) as the Debtor’s general bankruptcy
7 counsel effective as of the Relief Date (as defined herein); and (ii) granting such other relief as the
8 Court deems just and proper. The declaration of Richard Wynne (the “Wynne Declaration”) is being
9 filed concurrently herewith in support of this Application. A proposed form of order granting relief
10 requested herein is attached hereto as **Exhibit A** (the “Proposed Order”).

11 In further support of this Application, the Debtor respectfully represents as follows:

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. JURISDICTION AND VENUE**

14 The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, the
15 *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D.
16 Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules. This is a core proceeding pursuant to 28
17 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

18 The statutory and legal predicates for the relief requested herein are Bankruptcy Code sections
19 327(a) and 330 and Bankruptcy Rules 2014 and 2016.

20 **II. BACKGROUND**

21 **A. General Background**

22 The Debtor’s chapter 11 case arises out of an alleged multiyear and multimillion dollar
23 fraud perpetrated by Kenneth Mattson. This alleged fraud has resulted in multiple litigations against
24 the Debtor, Kenneth Mattson and LeFever Mattson, a California corporation (the real estate
25 corporation jointly owned by Mr. Mattson and Tim LeFever). It has also resulted in the United
26 States Department of Justice bringing criminal charges against Mr. Mattson.

27 On November 22, 2024, the Debtor became subject to an involuntary petition for relief
28 under chapter 11 of the Bankruptcy Code. On June 9, 2024 (the “Relief Date”), the Court entered

1 the Stipulated Order for Relief in an Involuntary Case (Docket No. 131) and appointed Robbin L.
2 Itkin as the Responsible Individual in this case, with effect from June 16, 2025 (the “Itkin Approval
3 Order”) (Docket No. 172). Among other things, the Itkin Approval Order provides that:

4 Ms. Itkin (a) shall solely be responsible for the duties and obligations of the Debtor
5 as a debtor in possession; (b) shall be vested with the sole and exclusive right and
6 full authority to manage, conduct, and operate the Debtor’s business,
7 including, without limitation, opening, closing, and otherwise controlling the
8 Debtor’s bank accounts; and (c) shall not be removed as Responsible Individual
9 without further order of this Court. Notwithstanding anything to the contrary
contained herein or in the *Limited Partnership Agreement of K S Mattson Partners,*
LP (as amended from time to time), all decisions respecting any matter affecting or
arising out of the conduct of the business of the Debtor shall be made by the
Responsible Individual.

10 Itkin Approval Order ¶ 4. It further provides that “[n]one of Kenneth Mattson, Stacy Mattson or
11 K.S. Mattson Company, LLC shall have any authority, express or implied, to act on behalf of the
12 Debtor, bind the Debtor, operate the Debtor’s business, access any of the Debtor’s assets or any
13 property of the estate. Any such actions shall be void ab initio and a violation of this Order.” *Id.* ¶
14 5.

15 The Debtor continues to operate its business and manage its properties as debtor in
16 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner,
17 or official committee of unsecured creditors has been appointed in the chapter 11 case.

18 **B. KS Mattson Partners, LP**

19 The Debtor was formed as a California limited partnership on August 16, 1999, to manage
20 and develop assets held by Kenneth Mattson and his family. The Debtor’s partnership agreement
21 provides that its partnership interests are held by each of Kenneth Mattson (49%), Mr. Mattson’s
22 wife, Stacy Mattson, (49%), and K S Mattson Company, LLC (“KSMC”) (2%). Because the Debtor
23 failed to maintain adequate books and records before the Relief Date, and certain records are
24 currently being held by the Department of Justice, the Responsible Individual is currently
25 undertaking substantial efforts to determine the Debtor’s assets and liabilities. Currently, the
26 Responsible Individual believes that the Debtor may hold interests in more than 25 properties, some
27 of which the Debtor owns outright and some of which the Debtor holds as tenant in common with
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1 other investors.²

2 **C. Related Debtor Cases**

3 On September 12, 2024, LeFever Mattson and fifty-seven affiliates and subsidiaries
4 (collectively, the “LeFever Mattson Debtors”)—parties related to the Debtor—filed voluntary
5 petitions for relief under chapter 11 of the Bankruptcy Code, commencing their jointly administered
6 bankruptcy cases.³

7 **III. RELIEF REQUESTED**

8 By this Application, the Debtor respectfully requests that the court enter an order
9 authorizing the debtor to employ and retain Hogan Lovells as its general bankruptcy counsel in this
10 chapter 11 case, effective as of the Relief Date⁴.

11 **IV. AUTHORITY FOR RELIEF REQUESTED**

12 In accordance with Bankruptcy Rule 2014(a), this Application and the Wynne Declaration
13 set forth the specific facts showing the necessity for Hogan Lovells’ employment; the reasons for
14 the Debtor’s selection of Hogan Lovells as its general bankruptcy counsel in connection with this
15 chapter 11 case; the professional services proposed to be provided by Hogan Lovells; the
16 arrangement between the Debtor and Hogan Lovells with respect to the Firm’s compensation (as
17 well as the reasonableness thereof); and to the best of the Debtor’s knowledge, the extent of Hogan
18 Lovells’ connections, if any, to certain parties in interest in this matter.
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21 **V. QUALIFICATIONS**

22 After careful and diligent inquiry into the qualifications and connections of the Firm, the Debtor
23 retained Hogan Lovells as its general bankruptcy counsel in this case, subject to the approval of this
24

25 ² The exact number is unknown and subject to further diligence.

26 ³ One other entity, Windscape Apartments, LLC, filed a voluntary petition for chapter 11 (Case No. 24-10417) on
27 August 6, 2024, and two other entities, Pinewood Condominiums, LP (Case No. 24-10598) and Ponderosa Pines, LP
(Case No. 24-10599), filed voluntary chapter 11 petitions on October 2, 2024. These entities are LeFever Mattson
Debtors.

28 ⁴ Hogan Lovells has written off the time it spent prior to the Relief Date and is not seeking compensation for any
services provided in the week prior to the Relief Date.

1 Court. The attorneys at Hogan Lovells are admitted to practice before this Court, and the Debtor has
2 found Hogan Lovells to be well qualified to represent them by reason of the firm's attorneys' ability,
3 integrity, and professional experience.

4 Hogan Lovells is one of the largest law firms in the world and has substantial experience in
5 virtually all aspects of the law that may potentially arise in this chapter 11 case, including
6 bankruptcy, real estate, litigation, white collar investigations, finance, securities and tax and
7 corporate expertise.

8 Hogan Lovells' Restructuring & Special Situations ("RSS") practice group consists of more
9 than 70 attorneys practicing in offices throughout the United States and overseas. Hogan Lovells'
10 U.S.-based team possesses extensive experience and knowledge practicing before bankruptcy
11 courts across the country, and have acted as lead debtor counsel in myriad matters, including those
12 of *In re SVXR, Inc.*, Case No. 21-51050 (SLJ) (Bankr. N. D. Cal. Aug. 4, 2021); *In re Achaogen,*
13 *Inc.*, Case No. 19-10844 (BLS) (Bankr. Del. April 15, 2019); *In re All American Oil & Gas*
14 *Incorporated, et al.*, Case No. 18-52693 (RBK) (Bankr. W.D. Tex. Nov. 11, 2018); *In re Orexigen*
15 *Therapeutics, Inc.*, Case No. 18-10518 (KG) (Bankr. D. Del. Mar. 12, 2018); *In re APP Winddown,*
16 *LLC, et al.*, Case No. 16-12551 (BLS) (Bankr. D. Del. Nov. 14, 2016); *In re Kalobios*
17 *Pharmaceuticals, Inc.*, Case No. 15-12628 (LSS) (Bankr. D. Del. Dec. 29, 2015); *In re APP*
18 *Winddown, LLC, et al.*, Case No. 15-12055 (BLS) (Bankr. D. Del. Oct. 5, 2015); *In re Relativity*
19 *Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr. S.D.N.Y. July 30, 2015); *In re Allonhill, LLC*,
20 Case No. 14-10663 (KG) (Bankr. D. Del. Mar. 26, 2014); *In re Inverness Distribution Limited,*
21 Case No. 11-15939 (SCC) (Bankr. S.D.N.Y. Dec. 30, 2011); *In re Broadway 401 LLC*, Case No.
22 10-10070 (KJC) (Bankr. D. Del. Jan. 12, 2010); and served as special corporate and litigation
23 counsel to the debtors in *In re Signal International, Inc., et al.*, Case No. 15-11498 (MFW) (Bankr.
24 D. Del. July 7, 2015) and *In re Rock US Holdings Inc., et al.*, Case No. 10-12892 (PJW) (Bankr.
25 D. Del. Sept. 15, 2010).

26 Richard Wynne and Erin Brady prior to joining Hogan Lovells also served as counsel to the
27 official committee of unsecured creditors and special counsel to the Trustee in *In re Slatkin*, Case
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1 No. 01-11549 (Bankr. C.D. Cal. May 1, 2001), the largest known Ponzi scheme at the time. In
2 multiple matter, including the *Reed E Slatkin* matter, as well as in *In re Adelphia Communications*
3 *Corporation*, Case No. 02-41729 (Bankr. S.D.N.Y. June 25, 2002) and in *In re Bruce Elieff*, Case
4 No. 19-13858 (Bankr. C.D. Cal. Oct. 19, 2019), Hogan Lovells attorneys worked on substantially
5 similar issues involving ponzi schemes, fraud allegations against management, intercompany
6 claims and substantive consolidation, key issues in this chapter 11 case.

7 Hogan Lovells also regularly serves as counsel to creditors, ad hoc groups of lenders,
8 litigants official creditors' committees, and acquirers of assets in bankruptcy courts across the
9 country. Hogan Lovells (or its attorneys, while at prior firms) have represented official committees
10 of unsecured creditors, ad hoc committees, significant creditors or chairs of creditors' committees
11 in the following chapter 11 cases, among others: *In re 23ANDME HOLDING CO.*, Case No. 25-
12 40976-357 (Bankr. E.D. Mo. Mar. 23, 2025); *In re DermTech, Inc.*, Case No. 24-11378 (MFW)
13 (Bankr. D. Del.); *In re Unconditional Love, Inc.*, Case No. 23-11759 (MFW) (Bankr. D. Del.); *In*
14 *re Virgin Orbit Holdings, Inc.*, Case No. 23-10405 (KBO) (Bankr. D. Del.); *In re CarbonLite*
15 *Holdings LLC*, Case No. 21-10527 (JTD) (Bankr. D. Del.); *In re SpeedCast International Limited*,
16 Case No. 20-32243 (MI) (Bankr. S.D. Tex.); *In re Kfir Gavrieli*, Case No. 21-10826 (SB) (Bankr.
17 C.D. Cal.); *In re Wave Computing, Inc.*, Case No. 20-50682 (MEH) (Bankr. N.D. Cal.); *In re*
18 *Rubio's Restaurants, Inc.*, Case No. 20-12688 (MFW) (Bankr. D. Del.); *In re Stearns Holdings*,
19 *LLC*, Case No. 19-12226 (SCC) (Bankr. S.D.N.Y.); *In re Bruce Elieff*, Case No. 19-13858 (ES)
20 (Bankr. C.D. Cal.); *In re Toys "R" Us Inc.*, Case No. 17- 34665 (KLP) (Bankr. E.D. Va.); *In re*
21 *Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y.); *In re Abeinsa Holding*
22 *Inc.*, Case No. 16-10790 (KJC) (Bankr. D. Del.); *In re Abengoa Bioenergy US Holding, LLC*, Case
23 No. 16-41161-659 (KAS) (Bankr. E.D. Mo.); *In re Inversiones Alsacia S.A.*, Case No. 14-12896
24 (MG) (Bankr. S.D.N.Y.); *In re Rhythm and Hues, Inc.*, Case No. 13-13775 (NB) (Bankr. C.D. Cal);
25 *In re Residential Capital, LLC*, Case No. 12- 12020 (MG) (Bankr. S.D.N.Y.); *In re Broadway 401*
26 *LLC*, Case No. 10-10070 (KJC) (Bankr. D. Del.); *In re Chemtura Corp.*, Case No. 09-11233 (REG)
27 (Bankr. S.D.N.Y.); *In re Washington Mutual, Inc.*, Case No. 08-12229 (MFW) (Bankr. D. Del.); *In*

1 *re Sea Containers Ltd.*, Case No. 06- 11156 (KJC) (Bankr. D. Del.); *In re Delta Air Lines, Inc.*,
2 Case No. 05-17923 (PCB) (Bankr. S.D.N.Y); *In re Williams Communications Group, Inc.*, Case
3 No. 02-11957 (CGM) (Bankr. S.D.N.Y).

4 In the limited time since Hogan Lovells was brought into this emergency situation, and
5 despite the limited factual information to which it has access, Hogan Lovells has worked diligently
6 to gain knowledge of the Debtor, its business assets and operations, and the issues affecting the
7 Debtor and its operations. The Debtor, therefore, believes that Hogan Lovells is both well qualified
8 and uniquely able to provide effective and efficient services in this chapter 11 case.

9 **VI. SERVICES TO BE RENDERED**

10 The Debtor seeks to employ and retain Hogan Lovells as its general bankruptcy counsel pursuant
11 to the terms of this Application and the parties' bankruptcy engagement letter dated [•], 2025, and
12 effective as of June 9, 2025, a copy of which is attached hereto as **Exhibit B** (the "Engagement Letter")⁵.
13 Such retention is appropriate and necessary to enable the Debtor to faithfully execute its duties as debtor
14 and debtor in possession and to preserve and maximize the value of the Debtor's estate for all
15 stakeholders. The Engagement Letter describes, among other things: (a) the legal services that Hogan
16 Lovells anticipates performing for the Debtor as needed throughout the course of the chapter 11 case,
17 and (b) the terms and conditions of Hogan Lovells' proposed engagement by the Debtor.

18 The Debtor anticipates that Hogan Lovells will perform, among other things, the following legal
19 services relating to the chapter 11 case:

- 20
- 21 a. advising the Debtor of its rights, powers, and duties as debtor and debtor in
22 possession continuing to operate and manage its business and affairs under chapter
23 11 of the Bankruptcy Code;
- 24 b. preparing on behalf of the Debtor all necessary and appropriate applications,
25 motions, proposed orders, other pleadings, notices, schedules, and other documents,
26 and reviewing all financial and other reports to be filed in the chapter 11 case;

27 ⁵ Any references to, or descriptions of, the Engagement Letter herein are qualified by the express terms of the
28 Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and the description
provided herein.

- c. advising the Debtor concerning, and preparing responses to, applications, motions, other pleadings, notices, and other papers that may be filed by other parties in the chapter 11 case;
- d. advising the Debtor with respect to, and assisting in the negotiation of, any financing agreements, sale agreements, and related transactions that may be necessary in the chapter 11 case;
- e. advising the Debtor regarding its ability to initiate actions to collect and recover property for the benefit of the estate;
- f. advising and assisting the Debtor in connection with asset dispositions;
- g. advising and assisting the Debtor in negotiations with the Debtor's stakeholders;
- h. advising the Debtor concerning executory contract and unexpired lease assumptions, assignments, and rejections;
- i. advising the Debtor in connection with the formulation, negotiation, and promulgation of a plan or plans under the Bankruptcy Code, and related transactional documents;
- j. advising the Debtor in connection with the Lefever Mattson Debtors' pending motion for substantive consolidation;
- k. assisting the Debtor in reviewing, estimating, and resolving claims asserted against the Debtor's estate;
- l. commencing, conducting, and/or defending in this Court litigation that is necessary and appropriate to assert rights held by the Debtor, and, as appropriate, protect assets of the Debtor's estate, or otherwise further the goal of completing the Debtor's successful liquidation or reorganization;
- m. providing non-bankruptcy services for the Debtor to the extent requested by the Debtor, including, among other things, advice related to corporate governance or management in pending litigation; and
- n. performing all other necessary and appropriate legal services in connection with the chapter 11 case for or on behalf of the Debtor.

Hogan Lovells will take the lead role in advising the Debtor on its overall strategy, the pending substantive consolidation motion, and (if substantive consolidation is not effectuated) the formulation and negotiation of a chapter 11 plan, as well as day-to-day case administration, operations, and proceedings. Hogan Lovells will coordinate with any other professionals the Debtor may employ to avoid duplication of services and increase efficiency by providing services within the scope of their

1 respective employment. The Debtor understands that Hogan Lovells and any firms to be employed
2 hereafter intend to address and allocate primary responsibility for different matters, in consultation with
3 the Debtor or on a matter-by-matter basis as matters arise. Accordingly, the employment of Hogan
4 Lovells will enhance and will not duplicate the efforts of any other professionals who may be retained
5 by the Debtor.

6 **COMPENSATION AND FEE APPLICATIONS**

7 **A. Hogan Lovells Rates**

8 Pursuant to the terms of the Engagement Letter, and subject to this Court's approval of this
9 Application, and subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, the
10 Bankruptcy Local Rules, and all applicable guidelines, including the United States Bankruptcy
11 Court Northern District of California Guidelines for Compensation and Expense Reimbursement
12 of Professionals and Trustees effective February 19, 2014 (the "Local Guidelines"), Hogan Lovells
13 intends to (a) charge for its legal services on an hourly basis in accordance with the ordinary and
14 customary hourly rates in effect on the date services are rendered; and (b) seek reimbursement of
15 actual and necessary out-of-pocket expenses.
16

17 Hogan Lovells will be compensated at its standard hourly rates, which are based on the
18 professionals' level of experience. At present, the standard hourly rate ranges charged by Hogan
19 Lovells attorneys are approximately as follows:

21 <u>Billing Category</u>	21 <u>U.S. Range</u>⁶
22 Partners	\$1210-\$2225
23 Associates and Counsel	\$690-\$1555
24 Paralegals/Legal Support	\$200-\$675

25 The highest rate billing partner on this matter is Richard Wynne, whose normal hourly
26 billing rate is \$1,975. Given the nature of this engagement and the fraud allegedly inflicted on
27

28 ⁶ The range of hourly rates for professionals specifically assigned to this matter is \$200-\$1975.

1 particularly vulnerable victims, Hogan Lovells is providing a 15% discount to its hourly rates. The
2 names, positions, resident offices and current hourly rates of those specific Hogan Lovells lawyers
3 currently expected to spend significant time on this chapter 11 case are attached as Schedule A to
4 the Wynne Declaration. Hogan Lovells' hourly fees are comparable to those charged by attorneys
5 of similar experience and expertise for engagements of the scope and complexity similar to this
6 chapter 11 case. Further, Hogan Lovells bankruptcy professionals are subject to the same client-
7 driven market forces, scrutiny and accountability as its professionals in non-bankruptcy
8 engagements. For all of these reasons, Hogan Lovells' rates are reasonable.

9 Hogan Lovells' hourly billing rates are subject to periodic review and adjustments, typically
10 in January of each year. Hogan Lovells' practice of periodically adjusting its billing rates was
11 disclosed to the Debtor in the Engagement Letter, and the Debtor has agreed to pay these modified
12 rates pursuant to the Engagement Letter.

13 Hogan Lovells will maintain detailed, contemporaneous time records in six-minute intervals
14 and apply to the Court for payment of compensation and reimbursement of expenses in accordance
15 with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local
16 Rules, the Local Guidelines, and any additional procedures that may be established by the Court in
17 this chapter 11 case. In this regard, Hogan Lovells may apply to the Court to authorize an interim
18 fee allowance procedure that will permit provisional monthly payment of a substantial portion of
19 its fees and expenses, after notice but without a hearing. Hogan Lovells has agreed to accept as
20 compensation and reimbursement such sums as may be allowed by the Court. Hogan Lovells
21 understands that interim and final fee awards are subject to approval by this Court.

22 Furthermore, Hogan Lovells contemplates billing for its incurred expenses in the following
23 expense categories: (a) copies; (b) outside printing; (c) telephone; (d) facsimile; (e) online research;
24 (f) delivery services/couriers; (g) postage; (h) local travel; (i) out-of-town travel (including
25 subcategories for transportation, hotel, meals, ground transportation, and other); (j) meals (local);
26 (k) court fees; (l) subpoena fees; (m) witness fees; (n) deposition transcripts; (o) trial transcripts;

1 (p) trial exhibits; (q) litigation support vendors; (r) experts; (s) investigators; (t)
2 arbitrators/mediators; and (u) other.

3 Hogan Lovells was retained by the Debtor as of the Relief Date and there are no prior
4 engagement agreements between Hogan Lovells and the Debtor. Further, no fees have been paid
5 to Hogan Lovells from the Debtor prior to the date of this Application, and Hogan Lovells holds
6 no retainer for anticipated legal services.

7 **DISINTERESTEDNESS**

8 The Wynne Declaration discloses Hogan Lovells' connections to the Debtor and parties in
9 interest in this case. Based upon the Wynne Declaration, Hogan Lovells has concluded that it is a
10 "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code as modified
11 by section 1107(b) of the Bankruptcy Code. Hogan Lovells will conduct an ongoing review of its
12 files to ensure that no disqualifying circumstances arise. If any new relevant facts or relationships
13 are discovered, Hogan Lovells will supplement its disclosure to the Court.

14 **NOTICE**

15 Notice of this Application will be provided to (i) the United States Trustee; (ii) the parties
16 listed on the *Debtor's List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not*
17 *Insiders*; and (iii) those persons who have formally appeared in this chapter 11 case and requested
18 service pursuant to Bankruptcy Rule 2002. The Debtor respectfully submits that no further notice is
19 required. No previous request for the relief sought herein has been made to this or any other Court.

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1 **WHEREFORE**, the Debtor respectfully requests entry of an order, substantially in the form
2 attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief
3 as the Court may deem just and appropriate.

4
5 Dated: July 8, 2025

HOGAN LOVELLS US, LLP

6
7 /s/ Richard L. Wynne

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14 *Proposed Attorneys for Debtor and Debtor*
15 *in Possession*

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Exhibit A
Proposed Order

1 Richard L. Wynne (Bar No. 120349)
2 richard.wynne@hoganlovells.com
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19 *Proposed Attorneys for Debtor and Debtor in*
20 *Possession*

21 **UNITED STATES BANKRUPTCY COURT**
22 **NORTHERN DISTRICT OF CALIFORNIA**
23 **SANTA ROSA DIVISION**

24 In Re:

Case No. 24-10715

25 KS MATTSON PARTNERS, LP,

Chapter 11

26 Debtor.

**[PROPOSED] ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF
HOGAN LOVELLS US LLP AS COUNSEL
FOR THE DEBTOR**

1 Upon the Application dated as of July [•], 2025 (the “Application”) of the above-captioned
2 debtor and debtor in possession (the “Debtor”) for entry of an order, pursuant to sections 327(a) and
3 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 2016 of the
4 Federal rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing the retention of Hogan
5 Lovells US LLP (“Hogan Lovells”) as general bankruptcy counsel to the Debtor in the chapter 11 case;
6 and this Court having jurisdiction and this Court having jurisdiction to consider the Application and
7 the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy*
8 *Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of
9 the Bankruptcy Local Rules for the United States District Court for the Northern District of California
10 (the “Bankruptcy Local Rules”); and consideration of the Application and the requested relief being a
11 core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to
12 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Application
13 as provided to the parties listed therein is reasonable and sufficient under the circumstances, and it
14 appearing that no other or further notice need be provided; and this Court having reviewed the
15 Application, the Wynne Declaration; and this Court having determined that the legal and factual bases
16 set forth in the Application establish just cause for the relief granted herein; and the Court being
17 satisfied, based on the representations made in the Application and the Wynne Declaration that Hogan
18 Lovells does not hold or represent an adverse interest in connection with this Chapter 11 Case, and that
19 Hogan Lovells is a “disinterested person” as such term is defined in section 101(14) of the Bankruptcy
20 Code; and it appearing that the relief requested in the Application is in the best interests of the Debtor,
21 its estates, creditors, shareholders, and all parties in interest; and upon all of the proceedings had before
22 this Court and after due deliberation and sufficient cause appearing therefor,

23 **IT IS HEREBY ORDERED THAT:**

- 24 1. The Application is granted as set forth herein.
- 25 2. The Debtor is authorized to employ Hogan Lovells as its general bankruptcy counsel,
26 *nunc pro tunc* effective as of the Relief Date, and in accordance with the terms of the Engagement
27 Letter, including the rates set forth therein, a copy of which is attached as **Exhibit A**.

1 3. Compensation for fees and reimbursement of expenses are subject to Court approval,
2 and any request for allowance and payment of such fees and expenses shall be in accordance with
3 section 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Bankruptcy Local
4 Rules, the Local Guidelines, any administrative order governing professional fees in this case, and any
5 such procedures as may be fixed by order of this Court.
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7 4. The court shall retain jurisdiction with respect to all matters arising from or related to
8 the implementation and/or interpretation of this Order.
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10 ** END OF ORDER **
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Exhibit B
Engagement Letter



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www.hoganlovells.com

July 8, 2025

VIA ELECTRONIC MAIL

KS Mattson Partners, L.P.
c/o Robbin Itkin
Robbin Itkin Corporate Governance Solutions
16350 Ventura Boulevard
Suite D-509
Encino, CA 91436

Re: Representation of KS Mattson Partners, L.P. as Debtor in Possession

Dear Ms. Itkin:

We are pleased that KS Mattson Partners, L.P. (the "Company") has engaged Hogan Lovells US LLP to represent the Company in connection with its chapter 11 bankruptcy case, *In re KS Mattson Partners, LP*, Case No. 24-10715 (CN) (the "Bankruptcy Case"), currently pending in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").

This letter, the attached General Terms of Representation and the accompanying schedule of other charges describe our retention. We will e-mail statements to you periodically (usually monthly) at robbin@robbinitkinsolutions.com in a PDF file unless the Company asks that invoices be sent to someone else or by an alternate method (*i.e.*, Federal Express, U.S. Post, etc.).

We greatly appreciate the opportunity to work with you on this matter and to develop a more extensive relationship with you and the Company. Please sign and return this letter to us at your earliest convenience.

Very truly yours,

A handwritten signature in black ink that reads "Erin N. Brady".

Erin N. Brady

Partner
erin.brady@hoganlovells.com
D (310) 785-4604
Enclosures

Hogan Lovells US LLP is a limited liability partnership registered in the state of Delaware. "Hogan Lovells" is an international legal practice that includes Hogan Lovells US LLP and Hogan Lovells International LLP, with offices in: Alicante Amsterdam Baltimore Beijing Berlin Birmingham Boston Brussels Colorado Springs Denver Dubai Dublin Dusseldorf Frankfurt Hamburg Hanoi Ho Chi Minh City Hong Kong Houston London Los Angeles Luxembourg Madrid Mexico City Miami Milan Minneapolis Monterrey Munich New York Northern Virginia Paris Philadelphia Riyadh Rome San Francisco São Paulo Shanghai Silicon Valley Singapore Tokyo Washington, D.C. For more information see www.hoganlovells.com.

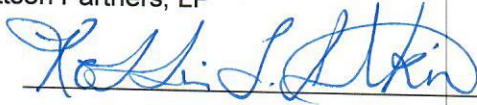
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Robbin Itkin
Robbin Itkin Corporate Governance Solutions

AGREED AND APPROVED

K S Mattson Partners, LP

By



Name

Robbin L. Itkin

Title

Responsible Individual

Date

July 8, 2025

GENERAL TERMS OF REPRESENTATION

Hogan Lovells US LLP (the "Firm") provides legal services on the basis described in our letter of July 8, 2025 (the "Transmittal Letter") and on the following terms and conditions:

1. Staffing

We expect the following attorneys to work on this matter, with the assistance of others as may be appropriate: Richard Wynne, Erin Brady, Ann Kim, Todd Schwartz, Megan Nishikawa, Edward McNeilly, Will Winter, Kevin Hagey, Nate Aspinall and Isolte Beal. Staffing needs change on many matters over time; we will adjust assignments to respond to those needs.

2. Scope of Services

The Firm accepts this engagement to represent you or your interests in any matter described in the Transmittal Letter. Unless specifically made a part of this engagement, our engagement does not include any other matter, the responsibility for review of insurance policies to determine the possibility of coverage for any claims that have been or might be asserted in a matter in which we are representing you, for notification of insurance carriers about such matters, or for advice about disclosure obligations concerning the matter under the federal securities laws or any other applicable law, or potential reporting obligations under the Corporate Transparency Act.

3. Client Identification

We can only represent clients that have been cleared through a conflicts check and whose names appear in our conflicts database. You agree that the person or entity named in the Transmittal Letter is our client for the specific matters on which we are engaged, and that we shall not be deemed to represent any of its parents, subsidiaries, joint ventures, or other affiliates unless you have specifically identified them to us and we agree in writing to do so. Further, our representation of a corporation, partnership, joint venture, or other entity does not include a representation of the individuals or entities that are shareholders, officers, directors, partners, joint venturers, employees or members of such entities or their interests in such entities. When such individuals or entities are communicating with the Firm in their official capacity with respect to a client of the Firm, such communications may be subject to the attorney-client privilege, but the privilege belongs to and can only be waived by the entity client.

4. Basis of the Firm's Charges

We typically provide our services on an hourly basis at our standard rates for attorneys' and other professionals' time, which rates are periodically revised. The current standard hourly rates for Richard Wynne, Erin Brady, Ann Kim, Todd Schwartz and Megan Nishikawa are \$1975, \$1570, \$1475, \$1925, and \$1630, respectively. The current hourly rates of associates Edward McNeilly, Danielle Uilo, Will Winter, Kevin Hagey, Nate Aspinall and Isolte Beal who will likely work on this matter range from \$760 to \$1295 per hour.

As a courtesy, the Firm agrees to provide a 15% discount on all fees for legal services rendered under this engagement. This discount will be applied to the Firm's standard hourly rates and reflected in each invoice.

5. Restructuring Case

The Firm's employment by the Company will be subject to the approval of the Bankruptcy Court. The Firm will take steps necessary to prepare the disclosure materials required in connection with the Firm's retention as lead restructuring counsel. In the near term, the Firm will begin conflicts checks on potentially interested parties as provided by the Company.

The Firm will prepare a draft of a schedule describing the Firm's relationships with certain interested parties (the "Disclosure Schedule") and will provide this draft to the Company once it is available. Although the Firm believes that these relationships do not constitute actual conflicts of interest, these relationships must be described and disclosed in Company's application to the court to retain the Firm. If in the Firm's determination a conflict of interest arises in Company's Restructuring Case requiring separate conflicts counsel, then the Company will be required to use separate conflicts counsel in those matters.

6. Retainer

Given that the Company is subject to the Bankruptcy Case, we will waive our standard practice and not require a retainer for this matter. Subject to any obligation the Company may have to obtain advance court approval, we may require a retainer in the future if payments are not timely made or in other appropriate circumstances.

7. Client Duty to Cooperate

In order to work effectively for you, we often will need to ask you for information, sometimes on tight timelines. We need to rely on the completeness and accuracy of the information that you give us. Please tell us promptly if any of that information changes, and of any changes in the Company's policies which are relevant to our work.

8. Payment of Fees and Other Charges

We will bill you periodically (usually monthly) for legal services and other charges (listed on the attached schedule), will provide you with a detailed description of those services and charges and will file appropriate fee applications for approval of our fees in the Bankruptcy Case. Subject to the Bankruptcy Court fee approval process, payment will be due within 30 days of the date of our statement. If timely payment is not made, the Firm may cease work and withdraw from the representation to the extent permitted by applicable Rules of Professional Conduct. We further reserve the right to charge interest on amounts which are overdue for more than 30 days after such time that you are permitted to pay our fees under an applicable Bankruptcy Court order, and hold you responsible for any collection costs, including attorney fees. Interest will be calculated at 12% per year or the maximum rate permitted by applicable law, whichever is lower. If major third-party charges are incurred in connection with the representation, such as printing bills, filing fees, court reporting fees, and consultant or expert witness fees, our normal practice is to forward such statements directly to you for payment.

Our fees are determined net of any withholdings, deductions or payments that you or we may be required to make in respect of any taxes or duties, including, without limitation, taxes in the nature of "value added taxes," sales taxes, or taxes imposed upon gross receipts that we might be required to pay (but excluding taxes payable by us with respect to our net income by reason of our having an office in the jurisdiction imposing the tax). If you or we are required by law to withhold, deduct or pay taxes or other amounts (other than taxes on our net income as described in the parenthetical in the preceding sentence), then the amount of each bill shall be treated as increased to the extent necessary that, after any withholding, deduction or payment, we will receive and retain a net sum equal to the amount of the bill.

Any objections or issues with invoices should be raised promptly and no later than 30 days from receipt. The Company understands, acknowledges, and agrees that subject only to the Company's duties as a debtor in possession during the Bankruptcy Case, prior to the effective date of a chapter 11 plan, if the Company has not objected to the payment of a Firm invoice or to a Firm fee and expense application, has in fact paid such invoice, or has approved such fee and expense application, then the Company waives its right (and the right of any successor entity as a result of a merger, asset or equity sale, business combination or otherwise) to subsequently object to the payment of fees and expenses covered by such invoice or fee application.

We will never provide new wiring or payment instructions by email alone. Any change to our wiring or payment instructions will come from the partner responsible for your matter and, before you submit payment, you should confirm any such change by calling a member of our finance team for voice verification. You can find our phone number by visiting <http://www.hoganlovells.com>.

9. Conflicts and Confidential Information

Hogan Lovells is a large international legal practice with multiple offices around the world. Because of Hogan Lovells' size and geographic scope, as well as the breadth and diversity of its practice, other present or future clients of Hogan Lovells inevitably will have contacts with you. Accordingly, to prevent any misunderstanding and to preserve the Firm's ability to represent you and its other clients, you and we agree as follows with respect to certain conflict of interest issues:

- a)** You agree that we are free to represent other clients (including future clients) in matters that involve you or are adverse to you as long as those matters are not the same as or substantially related to matters in which we represent you, or have represented you. "Matter" refers to transactions, negotiations, proceedings or other representations involving specific parties. Such unrelated matters may include, but are not limited to:
 - i. Agreements, licenses, mergers and acquisitions, joint ventures, loans and financings, and securities offerings;
 - ii. Bankruptcies, reorganizations, receiverships or insolvencies (including proceedings under the US Bankruptcy Code or state insolvency proceedings) and non-judicial debt restructurings, including representation of committees or debtors-in possession, liquidators or other insolvency professionals in domestic or international matters in which you and another client or clients are creditors or other parties in interest;
 - iii. Patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; and government contract and procurement matters including bid protests;
 - iv. Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings;
 - v. Third-party discovery requests (including subpoenas) to be served on you, and discovery requests (including subpoenas) that have been served by you on others; and
 - vi. Litigation matters brought by or against you.

- b) You also agree that, if we represent you in a matter adverse to, or across the table from, another person or entity, we may also represent such person or entity on matters not substantially related to our work for you.
- c) The advance waivers above are an integral part of this agreement and an essential condition in our representation of you. If at a later time you withdraw or modify this advance waiver in any respect, you agree that we have the right to withdraw from our representation of you pursuant to these General Terms of Representation to the extent permitted by the applicable Rules of Professional Conduct.
- d) We take very seriously our obligation to maintain the confidentiality of documents or information we receive from our clients that are protected by confidentiality obligations ("Confidential Information"). This advance consent does not affect our continuing obligation to maintain the confidences of you and our other clients. Unless we receive your authorization, we will not use, retain, or disclose Confidential Information belonging to Company except in furtherance of our services to Company or pursuant to our legal and professional obligations. Unless we receive authorization, we will not disclose to you or use on your behalf any Confidential Information belonging to other clients.
- e) Our professional obligations require us to perform a conflicts check and not to commence work on a matter if we find conflicts of interest that would preclude us from doing so. Our professional obligations to you and to our other clients will require us to run a new conflicts check if there is any change in the parties or the nature of the work Hogan Lovells is doing for you. We must also run a new conflicts check before undertaking any new matters for you.
- f) The lawyers practicing in Hogan Lovells' offices in various jurisdictions are governed by Rules of Professional Conduct that are prescribed by the proper authorities in each jurisdiction. Although the rules of the various jurisdictions often are similar, they are not identical. Only the rules in force in the specific jurisdictions in which the Hogan Lovells lawyers representing you are practicing apply to those lawyers, subject to any permitted modifications of those rules reflected in these General Terms of Representation.
- g) From time to time, Hogan Lovells identifies clients in marketing materials. These materials may include print and online descriptions of Hogan Lovells' services, brochures, presentations to other clients, industry surveys and rankings, transactions lists in professional publications, recruiting material, and media outreach. You agree that Hogan Lovells may use your name, mark and logo, and a brief description of the work we do for you in these materials, provided that no confidential information about you or the Firm's work for you is revealed.
- h) Hogan Lovells provided limited services for the Company between June 6, 2025 (the date that the Company filed a stipulated order consenting to the order for relief in the Bankruptcy Case (the "Stipulated Order")) and June 9, 2025 (the date the the Stipulated Order was entered by the Bankruptcy Court).. To ensure its disinterestedness for purposes of the Bankruptcy Code, Hogan Lovells has agreed to waive any incurred amounts owing at the time of its engagement for which payment would constitute a preference under 11 U.S.C. §547 or which would otherwise render Hogan Lovells a creditor of the Company.

10. In-House Attorney-Client Privilege

In the event that, the lawyers working on this matter wish to consult with the Firm's in-house counsel, including its General Counsel, or with outside counsel concerning our own rights and responsibilities in connection with representation of you in this matter, you understand and agree that any such communications and advice are protected by our own attorney-client privilege, and will remain confidential within the Firm. Any such consultation will be at no cost to you.

11. Disclosure Issues

Under certain circumstances, we may be required to publicly disclose our representation of you and general information about our activities on your behalf, for example in connection with:

- the Lobbying Disclosure Act of 1995;
- the Foreign Agents Registration Act;
- Internal Revenue Service tax shelter regulations;
- any audit letter request to which you ask us to respond;
- any subpoena or other legal process to which we are required to respond.

In the event that such disclosure is sought, we will comply with a request from a third party only to the extent that you have requested us to do so or we are legally bound to do so. If it is practicable and permitted, we shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We may bill you for any time spent complying with these requirements, requests or demands in connection with any matters we handle for you. In the event that the Firm considers it necessary to engage counsel in connection with any such disclosure, those expenses will be reimbursable costs under this engagement. The Firm will consult with you before engaging outside counsel at your expense.

12. Client Files; Retention

During the course of this engagement, we shall maintain certain documents, both hard-copy and electronic, that pertain to the engagement and which in our judgment should be so maintained (the "Client File"). The Client File does not include internal drafts or communications; conflicts checks; time records; internal notes and mental impressions; staffing documents; and privileged communications between the lawyers working on this matter and the Firm's in-house counsel.

The Client File may be stored, in whole or in part, on a cloud platform. The Client File shall be your property. If you wish any documents we maintain in the Client File to be returned to you, we shall do so upon your request, although we shall be entitled to make copies of any such documents at our expense. Notwithstanding the preceding, the Firm reserves the right to retain your file if bills are not timely paid and the applicable ethical rules permit such retention. Any expenses we incur in returning the Client File to you (other than costs incurred in making copies for ourselves) shall be billed to and paid by you, including without limitation any costs incurred in converting electronic documents to hard copy documents if you request such conversion. If you do not request return of the Client File, we shall maintain the documents in it for a period of seven years from the end of our representation of you in this matter as determined by the date of the last bill, and thereafter may destroy the subject documents without further communication with you.

You agree that you will not transmit to us, or otherwise cause us to receive, create, maintain or transmit on your behalf, Protected Health Information ("PHI"), as defined in 45 C.F.R. § 160.103 without our prior written agreement. In the event that the parties agree that the Firm may receive, create, maintain or transmit PHI in connection with this engagement, the parties will work together to enter into a business associate agreement prior to that receipt, creation, maintenance or transmission of PHI.

In cases that involve protective orders or transactional matters that involve non-disclosure agreements, we are sometimes required to destroy certain documents or files in our possession once the matter is complete or in the event the transaction does not proceed. If this engagement involves such a protective order, non-disclosure agreement or other agreement between the parties, you authorize the Firm to comply (and agree to pay any fees and costs incurred) with the required document destruction.

13. Technology and Technical Data

Technology and technical data may be subject to the export control laws of the United States (such as the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR) and the Part 810 nuclear export control regulations) or similar laws of other countries. Receipt of such controlled technology and technical data by an unauthorized individual or entity constitutes an export that could require an export license or authorization in certain cases. Prior to providing our firm with any technology or technical data controlled under the regulations of the United States or other countries such as under the EAR, the ITAR, Part 810 regulations, the UK Export Control Order, and/or the EU Dual-use Regulation, you shall provide advance written notice to the firm specifying the relevant export classification and shall ensure that any export-controlled files are transferred to the Firm using a secure file transfer application and not by email. However, such notice will not be required under the laws and regulations of the United States if the technology or technical data is subject only to anti-terrorism controls under Part 742 of the EAR.

14. Disclaimer of Guarantee

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion based on available information at that time and should not be construed as promises or guarantees.

15. Arbitration of Disputes

To the fullest extent permitted, the parties agree to final binding arbitration regarding any disputes or claims of any type or nature with respect to all services rendered pursuant to this engagement letter, including, without limitation, disputes or claims related to legal fees for such services. The parties recognize that, by agreeing to arbitration, they will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed to by the parties or required by applicable jurisdictional requirements, the UNCITRAL Arbitration Rules in effect on the date of the Transmittal Letter shall govern the arbitration. The appointing authority shall be the American Arbitration Association (AAA). The arbitration shall be administered by the American Arbitration Association in accordance with its Procedures for Cases under the UNCITRAL Arbitration Rules. The number of arbitrators shall be one for disputes of \$1 million or less, and three for disputes involving more than \$1 million. The seat of the arbitration shall be New York, NY, and other than as modified by 8(h) above, the governing substantive law shall be the law of the state of New York, inclusive of its conflict and choice of law provisions. The parties acknowledge that this agreement

evidences a transaction involving interstate commerce and, notwithstanding the provision in the preceding sentence, any arbitration conducted pursuant to the terms of this agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. The language to be used in the arbitral proceedings shall be English. The parties shall, during the course of such arbitration, share the costs of such arbitration as assessed by the AAA. The parties undertake to maintain confidentiality as to the existence of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This confidentiality provision shall survive the termination of the arbitral proceedings. The award shall be reasoned and in writing and shall be final and binding upon the parties to the arbitration proceeding. The parties hereby agree that they have no right to appeal the final award of the arbitration and therefore will not invoke or exercise any rights to appeal, review, vacate or impugn such award. The Arbitral Tribunal/Arbitrator shall award the prevailing party its attorneys' fees and costs, arbitration administrative fees, panel member fees and costs, and any other costs associated with the arbitration. Further, if any prevailing party is required to retain counsel to enforce the award, the party against whom the award is made shall reimburse the prevailing party for all reasonable fees and expenses incurred and paid to said counsel for the need of such enforcement action.

NOTICE: Before you sign this document you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Ethics rules require us to advise you that you have the right to have certain fee disputes decided by arbitration under Part 137 of the Rules of the Chief Administrator of the Courts of New York.

16. Termination and Withdrawal

You may terminate this engagement at any time by giving reasonable notice in writing. We may likewise terminate this engagement at any time to the extent permitted by any applicable ethical and court rules. In the event you or the Firm terminate this engagement, you will be responsible for paying all legal fees and costs up to the effective date of the termination. If neither party terminates this engagement, then our engagement will end at the conclusion of the matter or matters we have undertaken on your behalf.

17. Hogan Lovells

a) As used in these Terms of Representation, Hogan Lovells refers to an international legal practice comprising Hogan Lovells US LLP, Hogan Lovells International LLP and their affiliated businesses, each of which is a separate legal entity. Hogan Lovells US LLP is a limited liability partnership registered in Delaware. Hogan Lovells International LLP is a limited liability partnership registered in England and Wales with registered number OC323639. In some jurisdictions, Hogan Lovells practices through an affiliated local entity. Information about Hogan Lovells' offices and affiliates can be found on <http://www.hoganlovells.com>.

b) The full resources of Hogan Lovells will be made available to you in connection with this engagement. Pursuant to these Terms of Representation, Hogan Lovells US LLP will be the sole contracting party with you and will alone be responsible to you for the work performed under the engagement, including work performed under the engagement by Hogan Lovells International LLP or any of its affiliates. If Hogan Lovells International LLP or any Hogan Lovells affiliate carries out any work for you in relation to the matter, they will do so technically as a subcontractor of Hogan Lovells

US LLP, but as a part of our integrated legal practice described above. Absent any other agreement, this engagement shall establish the terms under which they will perform any such work.

c) The word “partner” is used to describe a partner or member of Hogan Lovells International LLP, Hogan Lovells US LLP or any of their affiliated entities or any employee or consultant with equivalent standing. Certain individuals, who are designated as partners, but who are not members of Hogan Lovells International LLP, do not hold qualifications equivalent to members. For more information about the partners and their qualifications, see <http://www.hoganlovells.com>.

18. Technology Services

We may discuss with you the provision of advanced technology in support of our legal services (“Legal Tech”). This may include services such as apps, automated translations, e-discovery services, databases, data hosting and similar technology-based services. In order to focus and enhance the provision of Legal Tech services we have established separate entities, HLTech Legal Technology & Consulting BV, which is a Dutch corporation owned jointly by Hogan Lovells International LLP and a partner in the firm, and HLTECH Legal Technology & Consulting LLC, a wholly owned subsidiary of Hogan Lovells US LLP (such affiliated technology support entities shall be referred to together as “Eltemate”).

If you agree to receive services or products from Eltemate, those services or products will be provided to you by Eltemate either directly or as a subcontractor of Hogan Lovells. In both cases, these services and products are subject to Eltemate’s standard terms for Legal Tech products and/or services which can be found at [Terms & Conditions \(eltemate.com\)](http://www.eltemate.com). Any charges made by Eltemate will either be billed to you directly or set out separately in our bills. Remuneration received by Eltemate (including both the reimbursement of costs incurred and a profit element) is shared between the shareholders of Eltemate in accordance with the terms of the agreement between them.

Eltemate has standing agreements in place where it is subcontracted by Hogan Lovells. If you contract with Eltemate directly, please note that Eltemate is not a law firm and does not engage in the practice of law. In case of direct contact between you and Eltemate, and between Eltemate and other parties, communications may not be subject to legal professional privilege.

Where Eltemate supplies developed legal technology and consultancy to you, it normally does so as an independent contractor. Where Eltemate supplies e-discovery and database services to you, it normally does so as a sub-contractor. In either case, however, this can be agreed otherwise in writing by you and us.

If you agree to the provision of Legal Tech services by Eltemate, you also agree that we may share with Eltemate confidential information belonging to you or related to your matter in order to enable it to carry out those services. Eltemate has undertaken to us that it will maintain the confidentiality of any such information to the same extent as we ourselves do in respect of our obligations of confidentiality to you.

19. Application of These Terms

The Transmittal Letter, this statement of General Terms of Representation, and the accompanying schedule of other charges will govern our relationship with you even if you do not sign and return a copy of the Transmittal Letter. If we agree to undertake additional matters, those additional matters will be governed by these General Terms of Representation unless we mutually agree otherwise in writing.

Client companies sometimes present the Firm with billing guidelines, outside counsel guidelines, or other additional or different terms and conditions (generally referred to herein as "Additional Guidelines"). Additional Guidelines will only be effective to the extent agreed to by the Firm. If you want the Firm to follow any Additional Guidelines, please present them to us as soon as possible, so we can consider how they correspond to these General Terms of Representation, and come to a clear understanding that is agreed to by the Company and the Firm. Please note that if you employ an electronic billing system conditioned on the acceptance of any Additional Guidelines, we will accept such terms in order to bill you for services provided, but such Additional Guidelines will not bind the Firm unless expressly accepted in writing outside of said electronic billing system.

If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences promptly and proceed with a clear, complete, and consistent understanding of our relationship. These General Terms of Representation contain important information about your rights, obligations and agreements with us, so you should feel completely free to consult other independent counsel or any other advisor concerning these matters, and we encourage you to do so. By signing the Transmittal Letter, you acknowledge that you have had an opportunity to consult with other counsel.

STANDARD SCHEDULE OF OTHER CHARGES

The following items are billed at actual cost: postage, outside messengers, outside photocopies, transcripts, computerized research, express delivery services, travel charges and food services. We may pay certain costs using credit cards that provide rewards or rebates, and we may receive other payment discounts, which are not reflected on our bills. In certain instances we may utilize preferred, and previously vetted, third party legal and technology service providers. In particular, certain services rendered by staffing companies involve the use of personnel not directly employed by Hogan Lovells, but for which we accept responsibility in connection with its services to you. We will bill those services at a rate that shall be competitive with the market and subject to prior notice and approval.

Other charges incurred in connection with this representation will be billed on the following basis until further notice:

- in-house photocopying for large projects (to be determined at our discretion) at \$.20/page for black and white copies and for color copies;
- fees incurred to store electronic data in our litigation support managed services platform; \$7.00/gigabyte for Active Data Storage; \$2.50/gigabyte for Near-Line Data Storage; no charge for Archived Data Storage;
- secretarial overtime resulting from unusually time-sensitive or other special requests from clients at an hourly rate based on office location (and average compensation in effect in each office), with other staff at \$30/hour.

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Exhibit C
Wynne Declaration

1 Richard L. Wynne (Bar No. 120349)
richard.wynne@hoganlovells.com
2 Erin N. Brady (Bar No. 215038)
erin.brady@hoganlovells.com
3 Edward J. McNeilly (Bar No. 314588)
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4 HOGAN LOVELLS US LLP
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5 Los Angeles, California 90067
Telephone: (310) 785-4600
6 Facsimile: (310) 785-4601

7 Todd M. Schwartz (Bar No. 288895)
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8 HOGAN LOVELLS US LLP
855 Main St Ste 200
9 Redwood City, CA 94063
Telephone: (650) 463-4000
10 Facsimile: (650) 463-4199

11 *Proposed Attorneys for Debtor and Debtor in Possession*

12
13 **UNITED STATES BANKRUPTCY COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SANTA ROSA DIVISION**

16 In re

Case No. 24-10715 (CN)

17 Chapter 11

18 KS MATTSON PARTNERS, LP,
19 Debtor¹.

**DECLARATION OF RICHARD L. WYNNE IN
SUPPORT OF THE APPLICATION OF DEBTOR FOR
ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF HOGAN LOVELLS US LLP AS
COUNSEL FOR THE DEBTOR**

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28 ¹The last four digits of the Debtor's tax identification number are 5060. The Debtor's mailing address is c/o Stapleton Group, 514 Via de la Valle, Suite 210, Solana Beach, CA 92075.

1 Pursuant to section 329 of title 11 of the United States Code (the “Bankruptcy Code”), Rule
2 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), I, Richard L.
3 Wynne, submit the following declaration in support of the *Application of Debtor for Order*
4 *Authorizing the Retention and Employment of Hogan Lovells US LLP as Counsel for the Debtor*
5 (the “Application”),¹ and declare that the following is true to the best of my knowledge,
6 information, and belief.

7 Pursuant to 28 U.S.C. § 1746, I, Richard L. Wynne, declare under penalty of perjury:

8 1. I am an attorney at law admitted and in good standing to practice in the State of
9 California.

10 2. I am a partner in the law firm of Hogan Lovells and am duly authorized to make this
11 Declaration on behalf of Hogan Lovells.

12 3. Except as otherwise indicated, all facts set forth herein (the “Declaration”) are based
13 upon personal knowledge, information supplied to me by other Hogan Lovells professionals, or
14 learned from my review of relevant documents. To the extent any information disclosed herein
15 requires amendment or modification upon Hogan Lovells’ completion of further review of its
16 records, or as any additional parties-in-interest in this case (this “Chapter 11 Case”) become known
17 to Hogan Lovells, a supplemental declaration will be submitted to this Court reflecting such
18 amendment or modification.

19 4. I submit this Declaration to provide disclosures in connection with the Application
20 of KS Mattson Partners, LP (the “Debtor”), dated July [•], 2025, to retain Hogan Lovells as
21 attorneys for the Debtor *nunc pro tunc* to the Relief Date as lead counsel to the Debtor, pursuant to
22 sections 327 and 330 of the Bankruptcy Code and Rules 2014 and 2016 of the Bankruptcy Rules.

23 **Qualification of Professionals**

24 5. Hogan Lovells is well qualified to serve as the Debtor’s counsel in this Chapter 11
25 Case. Hogan Lovells is one of the largest law firms in the world and has substantial experience in
26 virtually all aspects of the law that may potentially arise in this chapter 11 case, including

27 ¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the
28 Application.

1 bankruptcy, real estate, litigation, white collar investigations, finance, securities and tax and
2 corporate expertise..

3 6. The Debtor selected Hogan Lovells as its chapter 11 counsel because of, among
4 other things, Hogan Lovells' expertise in the field of debtors' and creditors' rights, business
5 reorganizations and sales under Chapter 11 of the Bankruptcy Code. Hogan Lovells' Restructuring
6 & Special Situations ("RSS") practice group consists of more than 70 attorneys practicing in offices
7 throughout the United States and overseas. Hogan Lovells' U.S.-based team possesses extensive
8 experience and knowledge practicing before bankruptcy courts across the country, and have acted
9 as lead debtor counsel in myriad matters, including those of *In re SVXR, Inc.*, Case No. 21-51050
10 (SLJ) (Bankr. N. D. Cal. Aug. 4, 2021); *In re Achaogen, Inc.*, Case No. 19-10844 (BLS) (Bankr.
11 Del. April 15, 2019); *In re All American Oil & Gas Incorporated, et al.*, Case No. 18-52693 (RBK)
12 (Bankr. W.D. Tex. Nov. 11, 2018); *In re Orexigen Therapeutics, Inc.*, Case No. 18-10518 (KG)
13 (Bankr. D. Del. Mar. 12, 2018); *In re APP Winddown, LLC, et al.*, Case No. 16-12551 (BLS)
14 (Bankr. D. Del. Nov. 14, 2016); *In re Kalobios Pharmaceuticals, Inc.*, Case No. 15-12628 (LSS)
15 (Bankr. D. Del. Dec. 29, 2015); *In re APP Winddown, LLC, et al.*, Case No. 15-12055 (BLS)
16 (Bankr. D. Del. Oct. 5, 2015); *In re Relativity Fashion, LLC*, Case No. 15-11989 (MEW) (Bankr.
17 S.D.N.Y. July 30, 2015); *In re Allonhill, LLC*, Case No. 14-10663 (KG) (Bankr. D. Del. Mar. 26,
18 2014); *In re Inverness Distribution Limited*, Case No. 11-15939 (SCC) (Bankr. S.D.N.Y. Dec. 30,
19 2011); *In re Broadway 401 LLC*, Case No. 10-10070 (KJC) (Bankr. D. Del. Jan. 12, 2010); and
20 served as special corporate and litigation counsel to the debtors in *In re Signal International, Inc.*,
21 *et al.*, Case No. 15-11498 (MFW) (Bankr. D. Del. July 7, 2015) and *In re Rock US Holdings Inc.*,
22 *et al.*, Case No. 10-12892 (PJW) (Bankr. D. Del. Sept. 15, 2010).

23 7. Richard Wynne and Erin Brady prior to joining Hogan Lovells also served as
24 counsel to the official committee of unsecured creditors and special counsel to the Trustee in *In re*
25 *Slatkin*, Case No. 01-11549 (RR) (Bankr. C.D. Cal. May 1, 2001), the largest known Ponzi scheme
26 at the time. In multiple matter, including the *Reed E Slatkin* matter, as well as in *In re Adelphia*
27 *Communications Corporation*, Case No. 02-41729 (Bankr. S.D.N.Y. June 25, 2002) and in *In re*
28

1 *Bruce Elieff*, Case No. 19-13858 (Bankr. C.D. Cal. Oct. 19, 2019), Hogan Lovells attorneys worked
2 on substantially similar issues involving ponzi schemes, fraud allegations against management,
3 intercompany claims and substantive consolidation, all key issues in this chapter 11 case.

4 8. Hogan Lovells also regularly serves as counsel to creditors, ad hoc groups of
5 lenders, litigants official creditors' committees, and acquirers of assets in bankruptcy courts across
6 the country. Hogan Lovells (or its attorneys, while at prior firms) have represented official
7 committees of unsecured creditors, ad hoc committees, significant creditors or chairs of creditors'
8 committees in the following chapter 11 cases, among others: *In re 23ANDME HOLDING CO.*,
9 Case No. 25-40976-357 (Bankr. E.D. Mo. Mar. 23, 2025); *In re DermTech, Inc.*, Case No. 24-
10 11378 (MFW) (Bankr. D. Del.); *In re Unconditional Love, Inc.*, Case No. 23-11759 (MFW) (Bankr.
11 D. Del.); *In re Virgin Orbit Holdings, Inc.*, Case No. 23-10405 (KBO) (Bankr. D. Del.); *In re*
12 *CarbonLite Holdings LLC*, Case No. 21-10527 (JTD) (Bankr. D. Del.); *In re SpeedCast*
13 *International Limited*, Case No. 20-32243 (MI) (Bankr. S.D. Tex.); *In re Kfir Gavrieli*, Case No.
14 21-10826 (SB) (Bankr. C.D. Cal.); *In re Wave Computing, Inc.*, Case No. 20-50682 (MEH) (Bankr.
15 N.D. Cal.); *In re Rubio's Restaurants, Inc.*, Case No. 20-12688 (MFW) (Bankr. D. Del.); *In re*
16 *Stearns Holdings, LLC*, Case No. 19-12226 (SCC) (Bankr. S.D.N.Y.); *In re Bruce Elieff*, Case No.
17 19-13858 (ES) (Bankr. C.D. Cal.); *In re Toys "R" Us Inc.*, Case No. 17- 34665 (KLP) (Bankr. E.D.
18 Va.); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y.); *In re*
19 *Abeinsa Holding Inc.*, Case No. 16-10790 (KJC) (Bankr. D. Del.); *In re Abengoa Bioenergy US*
20 *Holding, LLC*, Case No. 16-41161-659 (KAS) (Bankr. E.D. Mo.); *In re Inversiones Alsacia S.A.*,
21 Case No. 14-12896 (MG) (Bankr. S.D.N.Y.); *In re Rhythm and Hues, Inc.*, Case No. 13-13775 (NB)
22 (Bankr. C.D. Cal); *In re Residential Capital, LLC*, Case No. 12- 12020 (MG) (Bankr. S.D.N.Y.);
23 *In re Broadway 401 LLC*, Case No. 10-10070 (KJC) (Bankr. D. Del.); *In re Chemtura Corp.*, Case
24 No. 09-11233 (REG) (Bankr. S.D.N.Y.); *In re Washington Mutual, Inc.*, Case No. 08-12229
25 (MFW) (Bankr. D. Del.); *In re Sea Containers Ltd.*, Case No. 06- 11156 (KJC) (Bankr. D. Del.);
26 *In re Delta Air Lines, Inc.*, Case No. 05-17923 (PCB) (Bankr. S.D.N.Y.); *In re Williams*
27 *Communications Group, Inc.*, Case No. 02-11957 (CGM) (Bankr. S.D.N.Y).

9. Due to Hogan Lovells' experience and knowledge in the field of debtors' and creditors' rights, business reorganizations, Ponzi schemes, substantive consolidation, and sales under the Bankruptcy Code, Hogan Lovells believes it is well qualified to act on the Debtor behalf in this Chapter 11 Case. Hogan Lovells is also well positioned to provide the Debtor with necessary ancillary services, including real estate, government investigations and securities advice—something particularly critical given the Debtor's lack of records and corporate resources. The retention of Hogan Lovells will contribute greatly to the efficient administration of the Debtor's estates, thereby minimizing expense to the estates and facilitating the progress and success of this Chapter 11 Case for the benefit of the Debtor's creditors and interest holders.

Services to be Provided

10. The Debtor desires to employ Hogan Lovells as its general bankruptcy counsel because of, among other reasons, the nature of the legal services that will be required in connection with this Chapter 11 Case. Hogan Lovells will render various services to the Debtor, including, without limitation, the following:

- a. advising the Debtor of its rights, powers, and duties as debtor and debtor in possession continuing to operate and manage its business and affairs under chapter 11 of the Bankruptcy Code;
- b. preparing on behalf of the Debtor all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules, and other documents, and reviewing all financial and other reports to be filed in the chapter 11 case;
- c. advising the Debtor concerning, and preparing responses to, applications, motions, other pleadings, notices, and other papers that may be filed by other parties in the chapter 11 case;
- d. advising the Debtor with respect to, and assisting in the negotiation of, any financing agreements, sale agreements, and related transactions that may be necessary in the chapter 11 case;
- e. advising the Debtor regarding its ability to initiate actions to collect and recover property for the benefit of the estate;
- f. advising and assisting the Debtor in connection with asset dispositions;
- g. advising and assisting the Debtor in negotiations with the Debtor's stakeholders;

- 1 h. advising the Debtor concerning executory contract and unexpired lease
2 assumptions, assignments, and rejections;
3 i. advising the Debtor in connection with the formulation, negotiation, and
4 promulgation of a plan or plans under the Bankruptcy Code, and related
5 transactional documents;
6 j. advising the Debtor in connection with the Lefever Mattson Debtors' pending
7 motion for substantive consolidation;
8 k. assisting the Debtor in reviewing, estimating, and resolving claims asserted
9 against the Debtor's estate;
10 l. commencing, conducting, and/or defending in this Court litigation that is
11 necessary and appropriate to assert rights held by the Debtor, and, as appropriate,
12 protect assets of the Debtor's estate, or otherwise further the goal of completing
13 the Debtor's successful liquidation or reorganization;
14 m. providing non-bankruptcy services for the Debtor to the extent requested by the
15 Debtor, including, among other things, advice related to corporate governance
16 or management in pending litigation; and
17 n. performing all other necessary and appropriate legal services in connection with
18 the chapter 11 case for or on behalf of the Debtor. Subject to approval of the
19 Application, Hogan Lovells is willing to act in this Chapter 11 Case and render
20 the necessary professional services as attorneys for the Debtor.

21 **Hogan Lovells Disclosure Procedures**

22 11. In preparing this Declaration, Hogan Lovells used procedures it has established to
23 determine its relationships, if any, to parties that may have connections to a client that is a Chapter
24 11 debtor. In that regard, Hogan Lovells obtained a list of the Debtor's affiliates and subsidiaries,
25 creditors, contract and lease counterparties, equity holders, other parties-in-interest and their
26 respective attorneys and professionals, and US Trustees for the Northern District of California
27 (collectively, the "Potential Parties in Interest List", a copy of which is attached hereto as Schedule
28 A), and performed an extensive conflict check on all such names. Given the Debtor's lack of
records, the Potential Parties in Interest List will undoubtedly be updated as more information about
the Debtor and its affairs is learned.

12. Hogan Lovells maintains and systematically updates its conflict check system in the
regular course of its business. The conflict check system maintained by Hogan Lovells is designed
to include (i) every matter on which it is now or has been engaged, (ii) the entity by which it is now

1 or has been engaged, (iii) the identity of related parties, (iv) the identity of adverse parties, and (v)
2 the Hogan Lovells' attorneys who are knowledgeable about the matter. It is the policy of Hogan
3 Lovells that no new matter may be accepted or opened within Hogan Lovells without completing
4 and submitting to those charged with maintaining the conflict check system the information
5 necessary to check each such matter and the parties related thereto for conflicts. Accordingly,
6 Hogan Lovells' conflict check system is intended to ensure that the database is updated for every
7 new matter undertaken by Hogan Lovells. The scope and efficacy of the system, however, depends
8 on the timeliness, completeness and accuracy of the information submitted by the attorneys opening
9 new matters. It is this conflict check system to which we submitted the Potential Parties in Interest
10 List.

11 13. Hogan Lovells has performed services in the past, and may perform services in the
12 future, in matters unrelated to this Chapter 11 Case, for persons or entities that are creditors or
13 parties in interest in the Debtor's Chapter 11 Case. As part of its customary practice, Hogan Lovells
14 is retained in cases, proceedings, and transactions involving many different parties, some of whom
15 may represent or be claimants, employees of the Debtor, or other parties-in-interest in this Chapter
16 11 Case.

17 14. In addition, Hogan Lovells has conducted a general inquiry of its attorneys to
18 determine whether any Hogan Lovells attorneys (i) owns any debt or equity securities of the Debtor;
19 (ii) holds a claim against the Debtor; (iii) is or was an officer, director, or employee of the Debtor.
20 After reasonable inquiry, in accordance with our standard procedures, it appears that no Hogan
21 Lovells attorney has any such relationship.

22 **Disinterestedness**

23 15. Based upon the results of the above-described inquiries and conflict check (and any
24 and all knowledge I have apart from the results hereof), Hogan Lovells, to the best of my knowledge
25 and belief, does not hold or represent any interest adverse to the Debtor's estate, except as set forth
26 herein, and Hogan Lovells is a "disinterested person" as that term is defined in sections 101(14)
27 and used in Section 327 of the Bankruptcy Code, in that Hogan Lovells, its partners, counsel and
28

1 associates:

- 2 a. are not creditors or insiders of the Debtor;
- 3 b. are not and were not within two years before the Petition Date directors or
4 officers of the Debtor;
- 5 c. do not have an interest materially adverse to the interests of the estates or of
6 any class of creditors or equity security holders, by reason of any significant
7 direct or indirect relationship to, connection with, or interest in, the Debtor
8 or for any other reason; and
- 9 d. have not represented any party in connection with matters relating to the
10 Debtor, although Hogan Lovells has certain relationships with other parties-
11 in-interest and other professionals in connection with matters unrelated to
12 this Chapter 11 Case.

13 16. Attached hereto as Schedule B is a list of the potential parties in interest that Hogan
14 Lovells currently represents or has in the last two years represented in matters unrelated to this
15 Chapter 11 Case.

16 17. To the best of my knowledge, none of the current clients listed on Schedule B
17 account for fees that represent 1% or more of the annual gross revenues of Hogan Lovells. Hogan
18 Lovells has not and does not represent any of the parties identified in Schedule B or their affiliates
19 with respect to their interests, if any, in this Chapter 11 Case. In the event that the Debtor becomes
20 actually adverse to the parties listed on Schedule B, and Hogan Lovells determines that it cannot
21 represent the Debtor in matters directly adverse to any such parties, the Debtor will engage conflicts
22 co-counsel to handle such matters.

23 18. In addition to those representations disclosed on Schedule B, Hogan Lovells
24 attorneys have professional and social relationships with lawyers and other professionals involved
25 in this Chapter 11 Case and the LeFever Mattson Chapter 11 Cases, including:

- 26 • I was a law partner with the Debtor's Responsible Individual, Robbin L., Itkin, in the firm
27 of Levene & Eisenberg between 1988 and 1995, Wynne Spiegel Itkin LLP between 1995
28 and 2001 and Kirkland & Ellis between 2001 and 2008. Erin Brady, another Hogan Lovells
restructuring partner who is leading this engagement with me, also worked with Ms. Itkin

1 at Kirkland & Ellis from 2001 to 2008.

- 2 • Ms. Brady and I were law partners with Tobias Keller of Keller Benvenuti Kim LLP,
3 counsel to the LeFever Mattson Debtors, in the firm of Jones Day between 2009 and 2013².
4 • Ms. Brady and I have worked with or opposite numerous partners at Pachulski Stang, Ziehl
5 & Jones over the years, including without limitation Shirley Cho of Pachulski, Stang, Ziehl
6 and Jones at Kirkland & Ellis from 2001 to 2009.³
7
8 • I worked with Debra Grassgreen of Pachulski Stang Ziehl & Jones, while she was at Levene
9 & Eisenberg, P.C. from 1993 to 1995.

10 **Professional Compensation**

11 19. Hogan Lovells' hourly rates are set at a level designed to fairly compensate Hogan
12 Lovells for the work of its attorneys and paralegals. Hourly rates vary with the experience and
13 seniority of the individuals assigned. Hogan Lovells' engagement letter provides that these hourly
14 rates are subject to periodic adjustments to reflect economic and other conditions and are consistent
15 with the rates charged elsewhere. In the event that Hogan Lovells' rates increase, the Debtor will
16 file a notice detailing the new rate structure and will serve such notice on the Notice Parties (as
17 defined in the Application).

18
19 20. Subject to the Court's approval, and the discount described below, Hogan Lovells
20 will charge the Debtor for its legal services on an hourly basis in accordance with its ordinary and
21 customary rates in effect on the date services are rendered, which are currently as follows:

22

23 Partners	\$1210-\$2225
24 Associates and Counsel	\$690-\$1555
25 Paralegals/Legal Support	\$200-\$675

26 21. The principal attorneys and paralegals who are or we anticipate may be assigned to
27 _____
28

1 represent the Debtor and their current standard hourly rates, current as of June 25, 2025, are:

- | | | | |
|----|----|-----------------------------|---------------------|
| 2 | a. | Richard L. Wynne | \$ 1975.00 per hour |
| 3 | b. | Todd M. Schwartz | \$ 1925.00 per hour |
| 4 | c. | Megan Nishikawa | \$ 1630.00 per hour |
| 5 | d. | Erin N. Brady | \$ 1570.00 per hour |
| 6 | e. | Loryn Arkow | \$ 1515.00 per hour |
| 7 | f. | Ann Kim | \$ 1475.00 per hour |
| 8 | g. | Edward J. McNeilly | \$ 1295.00 per hour |
| 9 | h. | Danielle A. Ullo | \$ 1035.00 per hour |
| 10 | i. | Kevin Hagey | \$ 855.00 per hour |
| 11 | j. | William Winter | \$ 855.00 per hour |
| 12 | k. | Nathan Aspinall | \$ 760.00 per hour |
| 13 | l. | Isolte Beal | \$ 760.00 per hour |
| 14 | m. | Tracy Southwell (Paralegal) | \$ 655.00 per hour |

16 22. In light of the circumstances of this case, which involves victims of an alleged Ponzi
17 scheme—many of whom are retired or otherwise vulnerable individuals—Hogan Lovells has
18 agreed to apply a fifteen percent (15%) discount to its standard hourly rates. While it is not our
19 ordinary practice to discount our fees, we believe it is appropriate here to help maximize recoveries
20 for the victims of this alleged fraud. Ensuring that as much value as possible is preserved for
21 distribution to those harmed is of paramount importance in this case, and this discount reflects our
22 commitment to that goal. The discount will apply to all fees incurred in this matter.

24 23. Consistent with Hogan Lovells' policy with respect to its other clients, Hogan
25 Lovells will continue to charge the Debtor for all services provided and for other charges and
26 disbursements incurred in the rendition of such services. It is Hogan Lovells' policy to charge its
27 clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with
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1 the client's case that would not have been incurred except for the representation of that particular
2 client. It is also Hogan Lovells' policy to charge its clients only the amount actually incurred by
3 Hogan Lovells in connection with such items. Hogan Lovells customarily charges its clients for all
4 ancillary services incurred, including photocopying charges, international or conference telephone
5 calls, messengers, courier mail, computer and data bank time, travel, lodging, meal charges for
6 business meetings, postage, printing, transcripts, filing fees, document retrieval, document database
7 hosting and similar items. Hogan Lovells believes it is fair to charge these expenses to the clients
8 incurring them rather than to increase the hourly rates and spread the expense among all clients.
9

10 24. During the course of this Chapter 11 Case, Hogan Lovells will apply to the Court
11 for allowance of compensation for professional services rendered and reimbursement of expenses
12 incurred in this Chapter 11 Case in accordance with the applicable provisions of the Bankruptcy
13 Code, the Bankruptcy Rules, the Local Rules, and any orders entered in this Chapter 11 Case
14 governing professional compensation and reimbursement for services rendered and charges and
15 disbursements incurred. To the extent Hogan Lovells seeks payment of fees through any Court-
16 approved monthly fee statement process, such applications will constitute a request for interim
17 payment against Hogan Lovells' reasonable fees and expenses to be determined at the conclusion
18 of this Chapter 11 Case.
19

20 25. Hogan Lovells will accept as compensation such sums as may be allowed by the
21 Court on the basis of the professional time spent, the rates charged for such services, the necessity
22 of such services to the administration of the Debtor's estates, the reasonableness of the time within
23 which the services were performed in relation to the results achieved, and the complexity,
24 importance, and nature of the problems, issues or tasks addressed in this Chapter 11 Case.
25

26 26. Additionally, Hogan Lovells will also seek compensation for all time and expenses
27 associated with its retention as a section 327(a) professional, including the preparation of the
28

1 Application, this Declaration and related documents, as well as any monthly fee statements and
2 interim and final fee applications.

3 27. To the best of my knowledge, information, and belief, Hogan Lovells has not
4 represented the Debtor in any matters prior to the Relief Date, and has not been paid any
5 compensation by the Debtor before the Relief Date.

6 28. No promises have been received by Hogan Lovells, or any partner, counsel, or
7 associate thereof, as to payment or compensation in connection with this Chapter 11 Case other
8 than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local
9 Rules, the fee guidelines promulgated by the Office of the United States Trustee, and the
10 Engagement Letter. Except for sharing arrangements among Hogan Lovells, its affiliated law
11 practice entities, and their respective members, in accordance with sections 329(a) and 504(b)(1)
12 of the Bankruptcy Code and Bankruptcy Rule 2016(b), Hogan Lovells has not entered into any
13 agreements, express or implied, with any other party-in-interest, including the Debtor, any creditor,
14 or any attorney for such party-in-interest in this Chapter 11 Case (i) for the purpose of sharing or
15 fixing fees or other compensation to be paid to any such party-in-interest or its attorneys for services
16 rendered in connection therewith, (ii) for payment of such compensation from the assets of the
17 Debtor' estates in excess of the compensation allowed by this Court pursuant to the applicable
18 provisions of the Bankruptcy Code, or (iii) for payment of compensation in connection with this
19 Chapter 11 Case other than in accordance with the applicable provisions of the Bankruptcy Code.
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22

23
24 *[Remainder of the page intentionally left blank; signature page follows]*
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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Dated: July 8, 2025

/s/ Richard L. Wynne
Richard L. Wynne
Partner, Hogan Lovells

SCHEDULE A

**KS MATTSON PARTNERS, LP
POTENTIAL PARTIES IN INTEREST**

Party	Relationship to Debtor
Chief Judge Stephen L. Johnson	Bankruptcy Judge
Judge Hannah L. Blumenstiel	Bankruptcy Judge
Judge M. Elaine Hammond	Bankruptcy Judge
Judge William Lafferty	Bankruptcy Judge
Judge Dennis Montali	Bankruptcy Judge
Judge Charles Novack	Bankruptcy Judge
Ruby Bautista	Bankruptcy Court Staff
Dina Kakalia	Bankruptcy Court Staff
Ardie Ermac	Bankruptcy Court Staff
Venice Tamplin-Henderson	Bankruptcy Court Staff
Teresa Mkhitarian	Bankruptcy Court Staff
Cindy Fan	Bankruptcy Court Staff
Christina Goebelsmann	U.S. Trustee Staff
Mike Chow	U.S. Trustee Staff
Ianthe V. Del Rosario	U.S. Trustee Staff
Nychelle G. Rivera	U.S. Trustee Staff
Phillip Shine	U.S. Trustee Staff
Yung Nor Wong	U.S. Trustee Staff
Jared Day	U.S. Trustee Staff
Deanna Hazelton	U.S. Trustee Staff

SCHEDULE B

Hogan Lovells Currently Represents, or has in the Last 2 Years Represented, the Following Parties in Interest or Affiliates Thereof in Matters Unrelated to the Debtor' Cases

INTERESTED PARTIES	RELATIONSHIP TO THE DEBTOR	CLIENTS AND OTHER AFFILIATES
<u>Secured Creditors</u>		
KEYBANK N.A.		Keybank N.A. is a current HL client.
BANK OF AMERICA, N.A.		Bank Of America, N.A. is a current firm client. Multiple affiliates of Bank of America are current HL clients.
JPMORGAN CHASE BANK, N.A.		JPMorgan Chase Bank, N.A. is a current HL client. Multiple affiliates of JPMorgan Chase Bank are current HL clients.
CHASE BANK		Affiliate JPMorgan Chase Bank N.A. is a current HL client. Multiple affiliates of Chase Bank are current HL clients.
BANK OF NEW YORK MELLON		Bank of New York Mellon is a current HL client. Multiple affiliates of Bank of New York Mellon are current HL clients
DEUTSCHE BANK		Deutsche Bank A.G. is a current HL client. Multiple affiliates of Deutsche Bank are current HL clients
BMO BANK, N.A.		Affiliate Bank of Montreal is a current HL client. Affiliate Bank of Montreal Europe plc is a current HL client.
<u>Creditors</u>		
STATE FARM		State Farm Mutual Automobile Insurance Company is a current HL client.

ROBERT BASS, LLC		Robert Bass, LLC is a current HL client.
RECOLOGY		Recology Service Center is a current HL client. Recology Inc. is a current HL client.
SAN DIEGO GAS & ELECTRIC		San Diego Gas & Electric is a current HL client.
PACIFIC GAS & ELECTRIC		Pacific Gas & Electric is a current HL client.

CERTIFICATE OF SERVICE

TRACY SOUTHWELL

1. I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. I am employed at Hogan Lovells US LLP and my business address is 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067.

2. I certify that on July 8, 2025, the *Application of Debtor for Order Authorizing the Retention and Employment of Hogan Lovells US LLP as Counsel for the Debtor* was served by the court via NEF and hyperlink to the documents on the parties listed on the annexed **Exhibit A** and via First Class Mail, postage-prepaid on the parties listed on the annexed **Exhibit B**:

Los Angeles, California

/s/ Tracy Southwell

Dated July 8, 2025

Tracy Southwell

EXHIBIT A

In re KS Mattson Partners, LP
Case No. 25-10715

Name	Party	Email
Asaph Abrams	JPMorgan Chase Bank, N.A.	ecfcamb@aldridgepite.com
Mark Bostick	Debtor ¹	mbostick@fennemorelaw.com, ecfbankruptcy@fennemorelaw.com
Gillian Nicole Brown	Official Committee of Unsecured Creditors of LeFever Mattson	gbrown@pszjlaw.com
Chad L. Butler	Bank of America, N.A.	caecf@tblaw.com
Elizabeth J. Cabraser	Federal Plaintiffs	ecabraser@lchb.com, awolf@lchb.com
Theodore A. Cohen	Socotra Capital, Inc.	TCohen@sheppardmullin.com, mtzeng@sheppardmullin.com
Christopher Crowell	Citizens Business Bank	ccrowell@hrhlaw.com
Jared A. Day	Office of the United States Trustee	jared.a.day@usdoj.gov
Daniel Lloyd Egan	The Chase 1992 Family Trust	degan@wilkefleury.com
Micheline Noel Nadeau Fairbank	Debtor	mfairbank@fennemorelaw.com
John D. Fiero	Official Committee of Unsecured Creditors of LeFever Mattson	jfiero@pszjlaw.com, ocarpio@pszjlaw.com
Michael J. Gomez	KeyBank National Association	mgomez@frandzel.com, dmoore@frandzel.com
Debra I. Grassgreen	Official Committee of Unsecured Creditors of LeFever Mattson	dgrassgreen@pszjlaw.com, hphan@pszjlaw.com
Deanna K. Hazelton	Office of the United States Trustee	deanna.k.hazelton@usdoj.gov
James P. Hill	Debtor	jhill@fennemorelaw.com, lgubba-reiner@fennemorelaw.com
Robert B. Kaplan	Umpqua Bank	rbk@jmbm.com
Jeannie Kim	Socotra Capital, Inc.	jekim@sheppardmullin.com, dgatmen@sheppardmullin.com
Benjamin R. Levinson	Y. Tito Sasaki and Janet L. Sasaki Trust	ben@benlevinsonlaw.com
Dara Levinson Silveira	LeFever Mattson, a California corporation and Windtree, LP (Petitioning Creditor)	dsilveira@kbkllp.com, hrobertsdonnelly@kbkllp.com

¹ Fennemore lawyers were debtor's counsel prior to consent to the involuntary filing. Hogan Lovells US LLP will be debtor's counsel going forward.

Name	Party	Email
Thomas G. Mouzes	C.P. Grellas Partnership James C. Grellas Peter C. Grellas Paul C. Grellas Peggy C. Slaughter	tmouzes@boutinjones.com, cdomingo@boutinjones.com
Office of the U.S. Trustee / SR	Office of the United States Trustee	USTPRegion17.SF.ECF@usdoj.gov
Dustin Owens	Reprop Financial Mortgage Investors, LLC	dustin.owens@gmail.com
Catherine Schlomann Robertson	Matt Treger	crobertson@spencerfane.com, laustin@pahl-mccay.com
Mark J. Romeo	ReProp Financial Mortgage Investors, LLC	romeolaw@msn.com
Jason Rosell	Official Committee of Unsecured Creditors of LeFever Mattson	jrosell@pszjlaw.com, mrenck@pszjlaw.com
Thomas B. Rupp	LeFever Mattson, a California corporation and Windtree, LP (Petitioning Creditor)	trupp@kbklp.com
Phillip John Shine	Office of the United States Trustee	phillip.shine@usdoj.gov
Wayne A. Silver	Denise Ebbett	ws@waynesilverlaw.com, ws@waynesilverlaw.com
Boris Smyslov	KeyBank National Association	attorney.boris@gmail.com
Christopher Thomas	Fidelity National Title Insurance Company	christopher.thomas@fnf.com
Gerrick Warrington	KeyBank National Association	gwarrington@frandzel.com, achase@frandzel.com
Craig A. Welin	KeyBank National Association	cwelin@frandzel.com, bwilson@frandzel.com
Brooke Elizabeth Wilson	Official Committee of Unsecured Creditors of LeFever Mattson	bwilson@pszjlaw.com
Bennett G. Young	Duggan's Mission Chapel Amanda Henry, as Trustee of the Frank Bragg Revocable Trust	byoung@jmbm.com, jb8@jmbm.com

EXHIBIT B

RAJESWORI SHRESTHA
18285 HIGHWAY 12
SONOMA, CA 95476

STATE FARM
PO BOX 52265
PHOENIX, AZ 85072

PACIFIC GAS & ELECTRIC
P.O. BOX 997300
SACRAMENTO, CA 95899-7300

FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

ANDREW VIESCA
PO BOX 1922
BOYES HOT SPRINGS, CA 95416

RECOLOGY
PO BOX 841889
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