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The following constitutes the order of the Court.
Signed: December 10, 2024

Charles Novack
U.S. Bankruptcy Judge

*Attorneys for the Debtors and
Debtors in Possession*

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

KELLER BENVENUTTI KIM LLP
425 MARKET STREET, 26TH FLOOR
SAN FRANCISCO, CALIFORNIA 94105

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**ORDER AUTHORIZING DEBTORS
TO USE CASH COLLATERAL ON A
FINAL BASIS AND APPROVING
CASH COLLATERAL
STIPULATIONS**

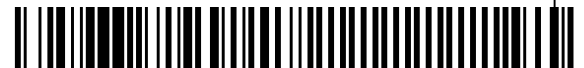
[Related to Dkt. Nos. 17, 262, 263, 410,
411]

Date: December 6, 2024

Time: 11:00 a.m. (Pacific Time)

Place: United States Bankruptcy Court
1300 Clay Street
Courtroom 215
Oakland, CA 94612

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



1 Upon consideration of the *Motion of Debtors for Interim and Final Orders Authorizing*
2 *Debtors to Use Cash Collateral* (the “Motion”),² filed by the above-captioned debtors and debtors
3 in possession (the “Debtors”), and the four Stipulations (defined below) entered into by and
4 between certain Debtors and certain secured lenders; the Court having reviewed the Motion and
5 the Sharp Declaration, the Stipulations, and having considered the statements of counsel and the
6 evidence adduced with respect to the Motion at a hearing before the Court (the “Hearing”); and
7 the Court having found that (i) the Court has jurisdiction to consider the Motion and the relief
8 requested therein pursuant to 28 U.S.C. §§ 157 and 1334, and the *Order Referring Bankruptcy*
9 *Cases and Proceedings to Bankruptcy Judges*, General Order 24 and Rule 5011-1(a) of the
10 Bankruptcy Local Rules for the United States District Court for the Northern District of California;
11 (ii) venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core
12 proceeding pursuant to 28 U.S.C. § 157(b); and (iv) notice of the Motion and the Hearing was
13 sufficient under the circumstances; and after due deliberation the Court having determined that the
14 relief requested in the Motion and the Stipulations is in the best interests of the Debtors, their
15 estates, and their creditors; and good and sufficient cause having been shown;

16 **IT IS HEREBY ORDERED THAT:**

- 17 1. The Motion is granted on a final basis.
- 18 2. The Debtors may use Cash Collateral as set forth in the Property Budget to pay
19 Property Level Expenses only. The Committee reserves the right to object to any subsequent or
20 replacement Property Budget and file a motion prohibiting the use of cash as set forth in such
21 subsequent or replacement Property Budget. CN
- 22 3. The Debtors are authorized to provide Accepting Lenders with adequate protection
23 in the form of (A) monthly debt service payments in accordance with pre-filing practices,
24 (B) paying Property Level Expenses in order to maintain the value of the Property or Properties
25 subject to such Accepting Lender’s mortgage(s), and (C) providing continuing reporting consistent
26 with pre-filing practices.

27 _____
28 ² Capitalized terms not otherwise defined herein shall have the meanings given to them in
the Motion.

1 4. Notwithstanding anything to the contrary contained in the Motion, this Order, or
2 any stipulation with any Lender concerning the use of Cash Collateral, the Debtors shall
3 contemporaneously provide a copy to counsel to the Committee of any reports provided to a
4 Lender.

5 5. Except as otherwise set forth in the Stipulations, no Lender will receive additional
6 or replacement liens.

7 6. Cash generated by the Properties may be maintained in a concentration account, by
8 Debtor, in accordance with past and continuing practices of the Property Manager, and the
9 Property Manager shall continue to maintain the Debtors' books and records such that cash in such
10 account can be reconciled with amounts held by each Debtor.

11 7. The Debtors do not have authority to use the Cash Collateral of Nonaccepting
12 Lenders, unless and except to the extent that such Nonaccepting Lender consents to such use in
13 writing, in which case the Debtors may use Cash Collateral to pay Property Level Expenses if and
14 to the extent permitted by the Nonconsenting Lender. Socotra Capital, Inc. ("Socotra") is a
15 Nonaccepting Lender, and the Debtors are not authorized to use its Cash Collateral. The
16 Debtors' right to supplement the Motion upon an evidentiary presentation demonstrating
17 that such Nonaccepting Lender is adequately protected is hereby reserved, and the rights of any
18 Nonaccepting Lender to object are also reserved; *provided* that nothing contained in this Order
19 shall be interpreted to shorten or otherwise affect notice that must be provided to any such
20 Nonaccepting Lender. CN

21 8. Nothing contained in the Motion, the Stipulations, or this Order is intended to be
22 or shall be construed as (i) an admission as to the validity or invalidity of any claim against the
23 Debtors or any collateral; (ii) a waiver of the Debtors', any creditor's, or any appropriate party in
24 interest's rights to assert or dispute the amount of, basis for, or validity of any claim against the
25 Debtors or any collateral; (iii) a waiver of any claims or causes of action that may exist in favor of
26 or against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of
27 any agreement, contract, lease, program, or policy between the Debtors and any third party under
28 section 365 of the Bankruptcy Code.

1 9. With respect to the properties against which Socotra holds a mortgage (the “Socotra
2 Properties”), the Debtors will provide (a) monthly reporting by property that indicates the
3 beginning cash balance, cash receipts, cash disbursements and the ending cash balance for that
4 property, all beginning on the Petition Dates (the “Socotra Cash Collateral Reporting”) and (b)
5 monthly bank statements for each account in which Socotra’s cash collateral is held. For each
6 month, the Debtors shall provide the Socotra Cash Collateral Reporting on or before the twentieth
7 (20th) day of the following month; provided that if the twentieth (20th) day of the month is a non-
8 business day, the Debtors shall provide the Socotra Cash Collateral Reporting on the first business
9 day thereafter. The Debtors shall contemporaneously provide a copy of any Socotra Cash
10 Collateral Reporting to counsel to the Committee.

11 10. The following four stipulations (the “Stipulations”) are approved:

- 12 a. *Stipulation for Use of Cash Collateral (Comerica Bank)* by and between
13 Comerica Bank and Debtors Windscape Apartments LLC; Firetree I, LP;
14 Firetree II, LP; and Lefever Mattson, filed on November 7, 2024 [Dkt. No. 262].
15 b. *Stipulation for Use of Cash Collateral (Wilmington Trust, as Trustee)* by and
16 between Wilmington Trust, National Association, as Trustee for the Benefit of
17 the Registered Holders of JPMBB Commercial Securities Trust 2015-C30,
18 Commercial Mortgage Pass-Through Certificates, Series 2015-C30, and
19 Debtors River View Shopping Center 1, LLC, and River View Shopping Center
20 2, LLC, filed on November 7, 2024 [Dkt. No. 263].
21 c. *Stipulation for Use of Cash Collateral (Cavanaugh)* by and between Michael
22 R. and Ana R. Cavanaugh, as Trustees, and Debtor Sienna Pointe LLC, filed on
23 December 3, 2024 [Dkt. No. 410].
24 d. *Stipulation for Use of Cash Collateral (Visio/Sasaki)* by and between Visio
25 International, Inc. and Y. Tito Sasaki and Janet L Sasaki, as trustees, and Debtor
26 Yellow Poplar, LP, filed on December 3, 2024 [Dkt. No. 411].

27 11. Any future stipulation between the Debtors and a party with an interest in cash
28 collateral regarding the Debtors’ use of such cash collateral may be considered without a hearing,

1 provided that counsel for the Committee has approved as to form any proposed order on such
2 stipulation.

3 12. In the event of any discrepancy between this Order and a Stipulation, the terms of
4 the Stipulation shall control.

5 13. The Debtors are hereby authorized to take such actions and to execute such
6 documents as may be necessary to implement the relief granted by this Order.

7 14. The Court retains exclusive jurisdiction with respect to all matters arising from or
8 related to the implementation, interpretation, and enforcement of this Order.

9 ** END OF ORDER **
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COURT SERVICE LIST

All ECF Participants