



Debra I. Grassgreen (CA Bar No. 169978)
 John D. Fiero (CA Bar No. 136557)
 Jason H. Rosell (CA Bar No. 269126) **The following constitutes the order of the Court.**
 Brooke E. Wilson (CA Bar No. 354614) **Signed: April 8, 2025**

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Charles Novack
 U.S. Bankruptcy Judge

*Attorneys for the Official Committee
 of Unsecured Creditors*

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

In re:

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

Debtors.

Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**ORDER AUTHORIZING EMPLOYMENT
 AND RETENTION OF PwC US BUSINESS
 ADVISORY LLP AS FINANCIAL
 ADVISOR TO THE OFFICIAL
 COMMITTEE OF UNSECURED
 CREDITORS**

Upon the application (the "Application")² of the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (the "Order"), authorizing the Committee to employ and retain PwC US Business Advisory LLP ("PwC") as financial advisor, effective as of January 9, 2025, pursuant to the terms and conditions set forth in the Engagement Letter, all as more fully set forth

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.

² All capitalized terms used but otherwise not defined herein sha



1 in the Application, and to employ and retain PwC, effective as of February 17, 2025, pursuant to the
2 terms and conditions set forth in the Additional Services Engagement Letter (collectively, the
3 “Engagement Letters”); and upon the declarations filed in support of the Application [Docket
4 Nos. 793, 794, and 1093] (collectively, the “Declarations”); and this Court having jurisdiction
5 over this matter pursuant to 28 U.S.C. §§ 157 and 1334, the Order Referring Bankruptcy Cases and
6 Proceedings to Bankruptcy Judges, General Order 24 (N.D. Cal.) and the Bankruptcy Local Rules;
7 and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that
8 this Court may enter a final order consistent with Article III of the United States Constitution; and
9 this Court having found that venue of this proceeding and the Application in this district is proper
10 pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the
11 Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest;
12 and this Court having found that the Committee’s notice of the Application having been given; and
13 it appearing that no other notice need be given; and this Court having reviewed the Application; and
14 this Court having determined that the legal and factual bases set forth in the Application establish
15 just cause for the relief granted herein; and upon all of the proceedings had before this Court; and
16 after due deliberation and sufficient cause appearing therefor,

17 **IT IS HEREBY ORDERED THAT:**

- 18 1. The Application is approved as set forth herein.
- 19 2. The Committee is authorized pursuant to sections 328 and 1103 of the Bankruptcy
20 Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1 to employ
21 and retain PwC effective as of January 9, 2025, as its financial advisor on the terms and conditions
22 set forth in the Engagement Letters, as may be modified by this Order.
- 23 3. Unless otherwise agreed by the Committee, PwC’s fees for the Professional Services,
24 as set forth in the Engagement Letter, will be capped at \$65,000 (the “Monthly Fee Cap”). PwC’s
25 fees for the Additional Services, as set forth in the Additional Services Engagement Letter, will not
26 be subject to the Monthly Fee Cap and are based on PwC’s hourly rates, as agreed to be discounted,
27 plus reasonable and necessary expenses, as set forth in the Application, Declarations, and
28 Engagement Letters.

1 4. The terms and conditions of PwC's employment, as provided in the Engagement
2 Letters, are reasonable and are hereby approved as set forth herein. Further, the Fee and Expense
3 Structure, as set forth in the Engagement Letters, are approved and PwC shall be compensated and
4 reimbursed in accordance with the terms of the Engagement Letters, subject to Court approval and
5 modification by this Order, and pursuant to section 328(a) of the Bankruptcy Code.

6 5. PwC shall file applications for allowance of its compensation and reimbursement of
7 its expense with respect to the Professional Services and Additional Services rendered in these
8 chapter 11 cases with this Court in accordance with applicable provisions of the Bankruptcy Code,
9 the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and any applicable orders
10 of this Court.

11 6. The terms and conditions of employment unrelated to compensation are approved
12 under sections 1103(a) and 328(a) of the Bankruptcy Code. The terms and conditions of
13 compensation, however, remain subject to the applicable provisions of 11 U.S.C. § 330 and any
14 other applicable provisions of the Bankruptcy Code and Rules.

15 7. PwC shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule
16 2016-2.

17 8. To the extent there is any inconsistency between the terms of the Engagement
18 Letters, the Declarations, the Application, and this Order, the terms of this Order shall govern.

19 9. The Debtors shall be bound by the Indemnification Provisions pursuant to the
20 Engagement Letters and, during the pendency of these chapter 11 cases, subject to the following
21 conditions:

22 a. No Indemnified Party (as defined in the Application) shall be entitled to
23 indemnification, contribution or reimbursement pursuant to the Engagement
24 Letters, unless such services and the indemnification, contribution or
reimbursement therefore are approved by this Court.

25 b. The Debtors shall have no obligation to indemnify PwC, or provide
26 contribution or reimbursement to PwC, for any claim or expense to the extent
27 it is either: (i) judicially determined (the determination having become final
28 and no longer subject to appeal) to have arisen from PwC's gross negligence,
or willful misconduct; (ii) for a contractual dispute in which Debtors allege
breach of PwC's contractual obligations, unless this Court determines that

1 indemnification, contribution or reimbursement would not be permissible
2 pursuant to applicable law; or (iii) settled prior to a judicial determination as
3 to the exclusions set forth in clauses (i) and (ii) above, but determined by this
4 Court, after notice and a hearing pursuant to subparagraph (c) hereof to be a
5 claim or expense for which PwC should not receive indemnity, contribution
6 or reimbursement under the terms of the Engagement Letters, as modified by
7 the Order.

- 8 c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan
9 in these chapter 11 cases (that order having become a final order no longer
10 subject to appeal) and (ii) the entry of an order closing these chapter 11 cases,
11 PwC believes that it is entitled to the payment of any amounts by the Debtors
12 on account of the Debtors' indemnification, contribution and/or
13 reimbursement obligations under the Engagement Letters (as modified by the
14 Order) and Application, including without limitation the advancement of
15 defense costs, PwC must file an application therefor in this Court, and the
16 Debtors may not pay any such amounts to PwC before the entry of an order
17 by this Court approving the payment. This subparagraph (c) is intended only
18 to specify the period of time under which the Court shall have jurisdiction
19 over any request for fees and expenses by PwC for indemnification,
20 contribution or reimbursement, and not a provision limiting the duration of
21 the Debtors' obligation to indemnify PwC, or make contributions or
22 reimbursements to, PwC. All parties in interest shall retain the right to object
23 to any demand by PwC for indemnification, contribution or reimbursement.

24 10. The Committee and PwC are authorized and empowered to take all actions necessary
25 to implement the relief granted in this Order.

26 11. The terms and conditions of this Order shall be immediately effective and
27 enforceable upon its entry.

28 12. The Court shall retain jurisdiction with respect to all matters arising from or related
to the implementation, interpretation, and enforcement of this Order during the chapter 11 cases.

****END OF ORDER****

COURT SERVICE LIST

All ECF Participants

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