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Debtors in Possession*

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

In re:
LEFEVER MATTSON, a California
corporation, *et al.*,¹
Debtors.

Lead Case No. 24-10545 (CN)
(Jointly Administered)
Chapter 11

**APPLICATION OF DEBTORS FOR
ORDER AMENDING SCOPE OF
EMPLOYMENT OF MARCUS &
MILLICHAP AS REAL ESTATE
BROKER**

[No Hearing Requested]

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 LeFever Mattson, a California corporation (“LeFever Mattson”), and certain of its affiliates
 2 that are debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned
 3 chapter 11 cases (the “Chapter 11 Cases”), hereby apply (the “Application”) for entry of an order,
 4 pursuant to sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy
 5 Code”) and Rule 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy
 6 Rules”), amending the scope of the retention of Marcus & Millichap Real Estate Investment
 7 Services, Inc. (“Marcus & Millichap”), as real estate broker for the Debtors to include one
 8 additional piece of real property. A proposed form of order granting the relief requested herein is
 9 attached hereto as **Exhibit A** (the “Proposed Amended Order”).

10 In further support of this Application, the Debtors respectfully represent as follows:

11 **JURISDICTION AND VENUE**

12 The Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and
 13 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General
 14 Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States
 15 District Court for the Northern District of California (the “Bankruptcy Local Rules”). This is a
 16 core proceeding under 28 U.S.C. § 157(b).

17 Venue of these cases and this Application is proper in this district pursuant to 28 U.S.C.
 18 §§ 1408 and 1409. The predicates for the relief requested herein are sections 327 and 328 of the
 19 Bankruptcy Code and Bankruptcy Rules 2014 and 2016.

20 **BACKGROUND**

21 Windscape Apartments, LLC, filed its chapter 11 petition on August 6, 2024. Fifty-eight
 22 debtors, including LeFever Mattson, filed their chapter 11 petitions on September 12, 2024 (the
 23 “Petition Date”). Debtors Pinewood Condominiums, LP, and Ponderosa Pines, LP, filed their
 24 chapter 11 petitions on October 2, 2024. The Debtors continue to operate their businesses and
 25 manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the
 26 Bankruptcy Code. The United States Trustee appointed an official committee of unsecured
 27 creditors (the “Committee”) in the Chapter 11 Cases on October 9, 2024 [Dkt. No. 135] and
 28 amended the appointment on November 25, 2024 [Dkt. No. 368].

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1 On February 6, 2025, the Debtors filed the *Application of Debtors for Order Authorizing*
 2 *Employment of Marcus & Millichap as Real Estate Broker* [Dkt. No. 758] (the “Original
 3 Employment Application”)¹ and the *Declaration of Ramon Kochavi in Support of Application of*
 4 *Debtors for Order Authorizing Employment of Marcus & Millichap as Real Estate Broker* [Dkt.
 5 No. 759] (the “Kochavi Declaration”) both of which are incorporated by reference. The Original
 6 Employment Application provided Marcus & Millichap’s qualifications for employment, its
 7 payment structure and the benefit for the Debtors’ estates. The Kochavi Declaration stated that
 8 Marcus & Millichap does not hold or represent an interest adverse to the Debtors’ estates and is a
 9 “disinterested person” as defined by section 101(14) of the Bankruptcy Code.

10 On February 15, 2025, this Court entered the *Order Authorizing Employment of Marcus &*
 11 *Millichap as Real Estate Broker* [Dkt. No. 846] (the “Original Employment Order”) authorizing
 12 Marcus & Millichap’s employment as the real estate broker for 48 of the Debtors’ properties (the
 13 “Properties”). The Original Employment Order approved the terms of the listing agreement
 14 between the Debtors and Marcus & Millichap (the “Original Listing Agreement”) attached thereto
 15 as Exhibit 1.

16 The Debtors have amended the Original Listing Agreement (the “Amended Listing
 17 Agreement”) to add a mobile home park located at 2030 E Grayson Road, Ceres, California (the
 18 “Ceres Property”) to the Properties on Schedule A thereto. A copy of the Amended Listing
 19 Agreement is attached to the Proposed Amended Order as Exhibit 1. Frank Rogers and Peter
 20 Alimam (jointly, the “Listing Agents”), the agents assigned to market and sell the Ceres Property,
 21 have extensive experience selling mobile home parks. The commission structure for the Ceres
 22 Property will be as follows: 2% of the purchase price to the Listing Agents and a proposed 2% of
 23 the purchase price to the buyer’s broker at the close of escrow. If Marcus & Millichap is the only
 24 broker because the buyer does not have a broker, the commission will be 2.75% of the purchase
 25 price at the close of escrow. Dual representation of the Debtors/chapter 11 estates and buyers by
 26

27
 28 ¹ Capitalized terms not otherwise defined herein shall have the meaning ascribed to them
 in the Original Employment Application.

1 the Listing Agents shall be prohibited. All other terms of the Original Listing Agreement remain
2 unchanged.

3 **RELIEF REQUESTED**

4 By this Application, the Debtors respectfully request that the Court enter the Proposed
5 Amended Order expanding the scope of Marcus & Millichap's employment according to the terms
6 of the Amended Listing Agreement attached as Exhibit 1 to the Proposed Amended Order. As
7 stated in the Original Employment Application, Marcus & Millichap (i) does not hold or represent
8 an interest adverse to the Debtors' estates and (ii) is a "disinterested person" as required by
9 Bankruptcy Code section 327(a).

10 **BASIS FOR RELIEF REQUESTED**

11 The Debtors seek approval of the Application pursuant to sections 327(a) and 328(a) of the
12 Bankruptcy Code. Section 327(a) authorizes a debtor in possession to employ professionals that
13 "do not hold or represent an interest adverse to the estate, and that are disinterested persons."
14 11 U.S.C. § 327(a).

15 The expansion of Marcus & Millichap's employment is a sound exercise of the Debtors'
16 business judgment. As stated in the Original Employment Application, Marcus & Millichap is an
17 experienced and well-respected real estate brokerage firm working throughout the United States,
18 including in Northern California, where the Properties are located. The Listing Agents specialize
19 in selling mobile home parks and are uniquely qualified to represent the Debtors in the sale of the
20 Ceres Property. As discussed in the Kochavi Declaration, Marcus & Millichap (i) does not hold
21 or represent an interest adverse to the Debtors' estates and (ii) is a "disinterested person" as
22 required by Bankruptcy Code section 327(a). The employment of Marcus & Millichap is
23 necessary, and its services are appropriate, in these Chapter 11 Cases.

24 **NOTICE**

25 Notice of this Application will be provided to (i) the United States Trustee; (ii) the
26 Committee; (iii) the DIP Lender; and (iv) those persons who have formally appeared in these
27 Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002. The Debtors
28

1 respectfully submit that no further notice is required. No previous request for the relief sought
2 herein has been made to this or any other Court.

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

6 Dated: April 10, 2025

KELLER BENVENUTTI KIM LLP

7 By: /s/ Gabrielle L. Albert
8 Gabrielle L. Albert
9 *Attorneys for the Debtors and Debtors in*
10 *Possession*

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Exhibit A

(Proposed Order)

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

In re:
LEFEVER MATTSON, a California
corporation, *et al.*,¹
Debtors.

Lead Case No. 24-10545 (CN)
(Jointly Administered) Chapter 11

**[PROPOSED] AMENDED ORDER
AUTHORIZING EMPLOYMENT OF
MARCUS & MILLICHAP AS REAL
ESTATE BROKER**

[No Hearing Requested]

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 the application dated as of April 10, 2025 (the “Application”)¹ of the above-
 2 captioned debtors and debtors in possession (collectively, the “Debtors”) in these Chapter 11 Cases
 3 for entry of an order, pursuant to sections 327(a) and 328(a) of title 11 of the United States Code
 4 (the “Bankruptcy Code”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy
 5 Procedure (the “Bankruptcy Rules”), amending the *Order Authorizing Employment of Marcus &*
 6 *Millichap as Real Estate Broker* [Dkt. No. 846] (the “Original Employment Order”) authorizing
 7 Marcus & Millichap’s employment as the real estate broker for the Debtors in these Chapter 11
 8 Cases; and this Court having jurisdiction to consider the Application and the relief requested
 9 therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and*
 10 *Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the
 11 Bankruptcy Local Rules for the United States District Court for the Northern District of California
 12 and consideration of the Application and the requested relief being a core proceeding pursuant to
 13 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and
 14 1409; and the Court having found and determined that notice of the Application as provided to the
 15 parties listed therein is reasonable and sufficient under the circumstances, and it appearing that no
 16 other or further notice need be provided; and this Court having reviewed the Application, the
 17 Original Employment Application and the Original Employment Order, and this Court having
 18 determined that the legal and factual bases set forth in the Application establish just cause for the
 19 relief granted herein; and it appearing that Marcus & Millichap neither holds nor represents any
 20 interest adverse to the Debtors’ estates; and it appearing that Marcus & Millichap is
 21 “disinterested,” as that term is defined in Bankruptcy Code section 101(14); and it appearing that
 22 the relief requested in the Application is in the best interests of the Debtors, their estates, their
 23 creditors, their equity holders, and all parties in interest; and upon all of the proceedings had before
 24 this Court and after due deliberation and sufficient cause appearing therefor,

25 **IT IS HEREBY ORDERED THAT:**

- 26 1. The Application is granted as set forth herein.

27 _____
 28 ¹ Capitalized terms not otherwise herein defined shall have the meanings given to such terms in the Application.

Exhibit 1
(Amended Listing Agreement)

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FIRST AMENDMENT TO BROKER LISTING AGREEMENT

THIS FIRST AMENDMENT TO BROKER LISTING AGREEMENT (this “**Amendment**”) is made and entered into as of April 8, 2025 (the “**Effective Date**”), by and between LeFever Mattson, a California corporation, and affiliates listed on Schedule “A” of the Agreement (defined below) (collectively, “**Owners**”), and Marcus & Millichap Real Estate Investment Services, Inc., a California corporation (“**Broker**”).

RECITALS

- A. Broker and Owners are parties to that certain Broker Listing Agreement dated as of February 5, 2025 (the “**Agreement**”). Pursuant to the Agreement, Owners selected Broker to represent Owners in connection with the sale of the properties referenced on the property and ownership schedule attached to the Agreement as Schedule “A.”.
- B. Broker and Owners mutually desire that the Agreement be amended on and subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Broker and Owners agree as follows:

1. **Amendment.**

- 1.1 **New Owner and Property.** Effective as of the Effective Date, Broker and Owners agree that the following Property and Owner are added to the Property Schedule attached to the Agreement as Schedule “A”:

Property	Owner	Address	Asset Type	M&M Agent/Team
Ceres West Mobile Home Park	Valley Oak Investments, LP	2030 E Grayson Road, Ceres, CA 95307	Multifamily	Frank Rogers and Peter Alimam

- 1.2 **Commission.** Notwithstanding anything to the contrary contained in Schedule “B” to the Agreement, in the event of a Closing of a Sale of the new Property listed in Section 1.1 above, Broker’s commission for its services under the Agreement for the new Property listed in Section 1.1 above shall be determined in accordance with the following schedule:

Price	Maximum Transaction Commission	Broker Assigned Agents Listing Commission - No Buyer’s Broker	Broker Assigned Agents Listing Commission - w/ Buyer’s Broker	Buyer’s Broker Commission
Any sale price	4.00%	2.75%	2.0%	2.0%

2. **Miscellaneous.**

2.1 This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

2.2 Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern and control. The

capitalized terms used in this Amendment shall have the same definitions as set forth in the Agreement to the extent that such capitalized terms are defined therein and not redefined in this Amendment.

2.3 Each signatory of this Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

2.4 This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. THE PARTIES HERETO CONSENT AND AGREE THAT THIS AMENDMENT MAY BE SIGNED AND/OR TRANSMITTED BY FACSIMILE, E-MAIL OF A .PDF DOCUMENT OR USING ELECTRONIC SIGNATURE TECHNOLOGY (E.G., VIA DOCUSIGN OR SIMILAR ELECTRONIC SIGNATURE TECHNOLOGY), AND THAT SUCH SIGNED ELECTRONIC RECORD SHALL BE VALID AND AS EFFECTIVE TO BIND THE PARTY SO SIGNING AS A PAPER COPY BEARING SUCH PARTY'S HAND-WRITTEN SIGNATURE. THE PARTIES FURTHER CONSENT AND AGREE THAT (1) TO THE EXTENT A PARTY SIGNS THIS AMENDMENT USING ELECTRONIC SIGNATURE TECHNOLOGY, BY CLICKING "SIGN", SUCH PARTY IS SIGNING THIS AMENDMENT ELECTRONICALLY, AND (2) THE ELECTRONIC SIGNATURES APPEARING ON THIS AMENDMENT SHALL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AND ADMISSIBILITY, THE SAME AS HAND-WRITTEN SIGNATURES.

IN WITNESS WHEREOF, Broker and Owners have entered into and executed this Amendment as of the date first written above.

OWNER:

**LEFEVER MATTSON,
a California corporation, on behalf of
Valley Oak Investments, LP**

DocuSigned by:
By: Bradley D. Sharp
Name: Bradley D. Sharp
Title: Chief Restructuring Officer of Owners
Dated: CRO, 2025

BROKER:

**Marcus & Millichap Real Estate Investment
Services, Inc., a California corporation**

DocuSigned by:
By: Ramon Kochavi
Name: Ramon Kochavi
Title: First Vice President
Dated: 4/9/2025 | 10:43:01 PDT, 2025