

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KELLER BENVENUTTI KIM LLP
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbkllp.com)
DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbkllp.com)
THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbkllp.com)
425 Market Street, 26th Floor
San Francisco, California 94105
Telephone: (415) 496-6723
Facsimile: (650) 636-9251

*Attorneys for the Debtors and
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)

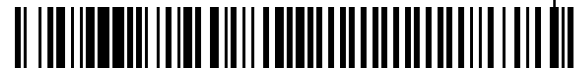
(Jointly Administered)

Chapter 11

**APPLICATION OF DEBTORS FOR
ORDER AUTHORIZING
EMPLOYMENT OF BUCHALTER, A
PROFESSIONAL CORPORATION, AS
SPECIAL LITIGATION COUNSEL**

[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.



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

1 LeFever Mattson, a California corporation (“LeFever Mattson”), and certain of its affiliates
2 that are debtors and debtors in possession (the “Debtors”) in the above-captioned chapter 11 cases
3 (the “Chapter 11 Cases”), hereby apply (the “Application”) for entry of an order, pursuant to
4 sections 327(e) and 330 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules
5 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”),
6 (i) authorizing the retention of Buchalter, a Professional Corporation (“Buchalter” or the “Firm”),
7 as the Debtors’ special litigation counsel in connection with the appeal and judgment enforcement
8 matters in the Benedetti Litigation, defined below, effective as of September 12, 2024 (the
9 “Effective Date”); and (ii) granting such other relief as the Court deems just and proper. The
10 declaration of Josh H. Escovedo (the “Escovedo Declaration”) is being filed concurrently herewith
11 in support of this Application. A proposed form of order granting the relief requested herein is
12 attached hereto as **Exhibit A** (the “Proposed Order”). In further support of this Application, the
13 Debtors rely on the *Declaration of Bradley D. Sharp in Support of Chapter 11 Petitions and First*
14 *Day Motions* (the “First Day Declaration”) [Dkt. No. 5], which is fully incorporated herein by
15 reference.

16 Buchalter has acted as counsel of record in the Benedetti Litigation since it commenced in
17 2022 and has the knowledge and experience to continue its work therein on behalf of the Debtors.
18 In further support of this Application, the Debtors respectfully represent as follows:

19 **BACKGROUND**

20 The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334,
21 the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24
22 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court
23 for the Northern District of California (the “Bankruptcy Local Rules”). This is a core proceeding
24 pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408
25 and 1409.

26 The statutory and legal predicates for the relief requested herein are sections 327(e) and
27 330 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016.

28

1 Debtor Windscape Apartments, LLC, filed its chapter 11 petition on August 6, 2024. Fifty-
2 eight Debtors, including LeFever Mattson, filed their chapter 11 petitions on September 12, 2024
3 (the "Petition Date"). Debtors Pinewood Condominiums, LP, and Ponderosa Pines, LP, filed their
4 chapter 11 petitions on October 2, 2024.

5 The Debtors continue to operate their businesses and manage their properties as debtors in
6 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The United States
7 Trustee appointed an official committee of unsecured creditors (the "Committee") in the Chapter
8 11 Cases on October 9, 2024, [Dkt. No. 135] and amended its appointment on November 25, 2024
9 [Dkt. No. 368]. No trustee or examiner has been appointed in these Chapter 11 Cases. Additional
10 background information on the Chapter 11 Cases is presented in the First Day Declaration.

11 **RELIEF REQUESTED**

12 By this Application, the Debtors respectfully request that the Court enter an order
13 authorizing the Debtors to employ and retain Buchalter as the Debtors' special litigation counsel
14 in connection with the Benedetti Litigation, effective as of the Effective Date.

15 **AUTHORITY FOR RELIEF REQUESTED**

16 Section 327(e) of the Bankruptcy Code provides that a debtor in possession, subject to
17 court approval:

18 [M]ay employ, for a specified special purpose, other than to represent the
19 trustee in conducting the case, an attorney that has represented the debtor,
20 if in the best interest of the estate, and if such attorney does not represent or
21 hold any interest adverse to the debtor or to the estate with respect to the
22 matter on which such attorney is to be employed.

23 11 U.S.C § 327(e).

24 Bankruptcy Rule 2014 requires that an application for retention include:

25 [S]pecific facts showing the necessity for the employment, the name of the
26 person to be employed, the reasons for the selection, the professional
27 services to be rendered, any proposed arrangement for compensation, and,
28 to the best of the applicant's knowledge, all of the person's connections with
the debtor, creditors, any other party in interest, their respective attorneys
and accountants, the United States trustee, or any person employed in the
office of the United States trustee.

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

1 Fed. R. Bankr. P. 2014.

2 The Debtors submit that the retention and employment of Buchalter as the Debtors' special
3 litigation counsel in connection with the Benedetti Litigation is warranted, based on the reasons
4 stated herein. Buchalter's retention under section 327(e) is appropriate given that the services
5 described herein will allow it to contribute in a special role to support the Debtors' administration
6 of the Chapter 11 Cases, and the Firm's specialized knowledge and expertise will substantially
7 benefit the Debtors' estates. *In re Film Ventures, Int'l, Inc.*, 75 B.R. 250, 252 (B.A.P. 9th Cir.
8 1987); *In re Fondiller*, 15 B.R. 890, 892 (B.A.P. 9th Cir. 1981).

9 **QUALIFICATIONS**

10 The Debtors have retained Buchalter as the Debtors' special litigation counsel in
11 connection with the Benedetti Litigation, subject to the approval of the Court. Buchalter is a
12 national, full-service business law firm with nearly 600 attorneys in fourteen offices across the
13 nation and has a strong litigation practice that includes appellate law and class actions, among
14 others. Buchalter's litigators have extensive experience and success in all state and federal courts,
15 courts of appeal, and have argued and won cases before the California Supreme Court.

16 The primary attorney on this matter will be Josh H. Escovedo, whose litigation practice
17 focuses on complex matters involving breach of contract, fraud, shareholder and partnership
18 disputes, and other business-related actions, including complex actions involving real property.
19 Mr. Escovedo is also experienced in appeals related to such matters. The Debtors believe that
20 Buchalter is well qualified to represent the Debtors effectively and efficiently in connection with
21 its limited representation, described below.

22 **SERVICES TO BE RENDERED**

23 The Debtors seek to employ and retain Buchalter as their special litigation counsel pursuant
24 to the terms of this Application and the parties' engagement agreement dated February 21, 2025,
25 a copy of which is attached to the Proposed Order as **Exhibit 1** (the "Engagement Agreement").

26 On January 20, 2022, KS Mattson Partners, LP ("KSMP") initiated an action in the
27 Superior Court for the State of California, County of Sonoma (the "State Court"), for breach of
28

1 contract and conversion, among other causes of action (together with the appeal discussed below,
 2 the “Benedetti Litigation”). KSMP and LeFever Mattson entered into an assignment of claims
 3 dated May 9, 2024 (the “Assignment Agreement”), that assigned all of KSMP’s claims, rights, and
 4 obligations connected with the Benedetti Litigation to LeFever Mattson. The recitals in the
 5 Assignment Agreement recognized that the subject of the Benedetti Litigation is certain property
 6 owned by Debtor Sienna Pointe, LLC (“Sienna Pointe”), of which LeFever Mattson is the
 7 managing member. The Assignment Agreement further acknowledged that “[LeFever Mattson]
 8 has funded the entirety of the Litigation, managed and overseen the Litigation, improved the
 9 property subject to the Litigation while the Litigation has been pending,” and that “any recovery
 10 in connection with the Litigation would be due to the efforts and expenses of [LeFever Mattson].”
 11 On May 22, 2024, the State Court entered an order granting an application to substitute LeFever
 12 Mattson as plaintiff in place of KSMP. The action is currently titled *LeFever Mattson v. Benedetti*
 13 *Farms, Inc., et al.*, Case No. SCV-270023. KSMP and LeFever Mattson are not now and have
 14 never been adverse to each other in the Benedetti Litigation.

15 On June 7, 2024, the State Court entered a judgment in favor of LeFever Mattson and
 16 against the defendants. The Benedettis appealed the judgment, and their appeal is pending before
 17 the First Appellate District (Case No. A171038). While the appeal has been pending, the
 18 Benedettis and LeFever Mattson have engaged post-judgment motion practice in the State Court,
 19 including an attorney’s fees motion that remains pending before the State Court, although the State
 20 Court’s tentative ruling was to grant the motion in its entirety, which would result in a fee award
 21 of approximately \$425,000 if the Court affirms its ruling. The hearing was continued to May 21,
 22 2025, due to opposing counsel arguing new authority at the hearing. The current amount of the
 23 judgment is \$2,082,943.36, with an additional \$525.05 accruing daily (10% per year), plus the
 24 additional attorney’s fee award, depending on the outcome of that motion.

25 Buchalter has been the counsel of record for KSMP and then LeFever Mattson for the
 26 duration of the Benedetti Litigation. Due to Buchalter’s familiarity with the Benedetti Litigation,
 27 it is appropriate and necessary for Buchalter to continue its representation in this matter.
 28

1 Buchalter's engagement will be limited to representation of LeFever Mattson in the Benedetti
2 Litigation only, and the Engagement Agreement describes, among other things, the terms and
3 conditions of Buchalter's proposed engagement in this matter.

4 Since the Effective Date, Buchalter has continued to monitor the Benedetti Litigation, and
5 has performed legal services where necessary to preserve the claims and rights of LeFever
6 Mattson. This work has included taking any and all actions necessary for the appeal, which has
7 been limited to designating and counter-designating portions of the record, communication with
8 opposing counsel, and monitoring the docket in the appellate matter. In the state court matter, the
9 work has included submitting amended judgments, litigating the two attorney's fees motions, and
10 other matters related to enforcement of the judgment and preservation of Lefever Mattson's rights.
11 The Firm believes it has incurred approximately \$11,438.50 in fees and \$6,674.81 in expenses
12 between the Effective Date and the filing of this Application.

13 It is necessary for the Debtors to employ attorneys to render the foregoing professional
14 services during the pendency of the Chapter 11 Cases. Buchalter has stated its desire and
15 willingness to render the foregoing professional services as special litigation counsel for the
16 Debtors.

17 **NO DUPLICATION OF SERVICES**

18 In addition to this Application, the Debtors have filed applications to employ a number of
19 attorneys and other estate professionals, including: (i) Keller Benvenuti Kim LLP ("KBK") as
20 general bankruptcy counsel; (ii) the Law Firm of Donald S. Davidson, P.C. as special
21 investigations counsel; and (iii) SSL Law Firm LLP as real estate counsel. The Debtors may
22 continue to file applications to employ additional professionals as needed. Because the scope of
23 Buchalter's retention is limited to a single civil action and its resulting appeals and post-judgment
24 legal services, the Debtors can ensure that Buchalter's work will not be duplicated by any other
25 professional. Nevertheless, Buchalter will work with KBK and the Debtors' other professionals
26 to delineate Buchalter's role to prevent duplication of services and to ensure the case is
27 administered in the most efficient fashion possible.

28

COMPENSATION AND FEE APPLICATIONS

A. Compensation Rate

Buchalter intends to apply to the Court for allowance of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the Debtors' Chapter 11 Cases on an hourly basis, subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the *United States Bankruptcy Court Northern District of California Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees effective February 19, 2014* (the "Local Guidelines").

For purposes of this engagement, Buchalter's rates are as follows: \$1,000 for Shareholders; \$800 for Of Counsel, Special Counsel, and Senior Counsel; \$700 for Associates; and \$400 for paralegals. Buchalter's professional fees reflect a number of factors, including the number of attorney hours incurred, the relative experience of the attorneys performing the services, the difficulty of the matter, and the results obtained. From time to time, the Firm's hourly billing rates may change. Buchalter has advised the Debtors that its rates will remain in effect through December 31, 2025. Buchalter will be compensated only for those services directly related to the limited scope of its employment. *See In re Imperial Corp. of Am.*, 181 B.R. 501, 507 (Bankr. S.D. Cal. 1995). Buchalter will also seek reimbursement of actual costs and expenses incurred in connection with the scope of its employment. These include filing and recordation fees, court reporters' fees, messenger and other delivery fees, parking, transportation, lodging, and other travel expenses, non-routine photocopying and scanning (whenever performed), bulk postage, and other similar items.

The Debtors respectfully submit that Buchalter's rates are competitive and comparable to the rates that its competitors charge for similar services. The Debtors believe that Buchalter's rates are reasonable given the quality of its services and expertise.

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Fee Applications

Buchalter will maintain detailed, contemporaneous time records in increments of one-tenth of an hour and apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Local Guidelines, and any additional procedures that may be established by the Court in these Chapter 11 Cases. Buchalter has agreed to accept as compensation and reimbursement such sums as may be allowed by the Court. Buchalter understands that interim and final fee awards are subject to approval by the Court.

NO ADVERSE INTEREST

As stated in the Escovedo Declaration, the partners and associates of Buchalter, as required by Bankruptcy Code section 327(e), do not hold or represent an interest adverse to the Debtors' estates with respect to the matters on which Buchalter is proposed to be employed, and have no connection to the Debtors, their creditors, or any parties in interest, except as may be disclosed in the Escovedo Declaration. Buchalter has an outstanding pre-petition balance for its fees and expenses of \$538,151.36. Buchalter will inform the Court of any change in circumstances with respect to its interest relevant to the matters on which it will be employed. Further, the Debtors submit that the retention of Buchalter is appropriate and complies with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

NOTICE

Notice of this Application will be provided to (i) the United States Trustee; (ii) the Committee; (iii) Serene Investment Management, LLC, the DIP Lender; and (iv) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that no further notice is required. No previous request for the relief sought herein has been made to this or any other Court.

///
///
///

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

4
5 Dated: April 23, 2025

KELLER BENVENUTTI KIM LLP

6
7 By: /s/ Thomas B. Rupp

8 Thomas B. Rupp

9 *Attorneys for the Debtors and Debtors in*
10 *Possession*

11
12 **KELLER BENVENUTTI KIM LLP**
13 425 MARKET STREET, 26TH FLOOR
14 SAN FRANCISCO, CALIFORNIA 94105
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A
(Proposed Order)

1 **KELLER BENVENUTTI KIM LLP**
TOBIAS S. KELLER (Cal. Bar No. 151445)
(tkeller@kbkllp.com)
2 DAVID A. TAYLOR (Cal. Bar No. 247433)
(dtaylor@kbkllp.com)
3 THOMAS B. RUPP (Cal. Bar No. 278041)
(trupp@kbkllp.com)
4 425 Market Street, 26th Floor
San Francisco, California 94105
5 Telephone: (415) 496-6723
6 Facsimile: (650) 636-9251

7 *Attorneys for the Debtors and*
8 *Debtors in Possession*

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

12
13 In re:
14 LEFEVER MATTSON, a California
15 corporation, *et al.*,¹
16 Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER GRANTING
APPLICATION OF DEBTORS FOR
ORDER AUTHORIZING
EMPLOYMENT OF BUCHALTER, A
PROFESSIONAL CORPORATION, AS
SPECIAL LITIGATION COUNSEL**

[No Hearing Requested]

17
18
19
20
21
22
23
24
25 ¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the
26 large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the
27 last four digits of their federal tax identification numbers is not provided herein. A complete list
28 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 23, 2025 (the “Application”)¹ of the above-
 2 captioned debtors and debtors in possession (the “Debtors”) in the Chapter 11 Cases for entry of
 3 an order, pursuant to sections 327(e) and 330 of title 11 of the United States (the “Bankruptcy
 4 Code”) and Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the
 5 “Bankruptcy Rules”), appointing Buchalter, a Professional Corporation (“Buchalter or the “Firm”)
 6 as the Debtors’ special litigation counsel in connection with the appeal and judgment enforcement
 7 matters in the Benedetti Litigation, as further described in the Application, effective as
 8 September 12, 2024 (the “Effective Date”); and this Court having jurisdiction to consider the
 9 Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order*
 10 *Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.),
 11 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the
 12 Northern District of California (the “Bankruptcy Local Rules”); and consideration of the
 13 Application and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and
 14 venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court
 15 having found and determined that notice of the Application as provided to the parties listed therein
 16 is reasonable and sufficient under the circumstances, and it appearing that no other or further notice
 17 need be provided; and this Court having reviewed the Application, the Escovedo Declaration, and
 18 the First Day Declaration; and this Court having determined that the legal and factual bases set
 19 forth in the Application establish just cause for the relief granted herein; and it appearing that the
 20 relief requested in the Application is in the best interests of the Debtors, their estates, creditors,
 21 shareholders, and all parties in interest; and upon all of the proceedings had before this Court and
 22 after due deliberation and sufficient cause appearing therefor,

23 **IT IS HEREBY ORDERED THAT:**

- 24 1. The Application is granted.
- 25
- 26

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1
(Engagement Agreement)



500 Capitol Mall, Suite 1900
Sacramento, CA 95814
916.945.5170 Phone

February 21, 2025

916.945.5193 Direct
jescovedo@buchalter.com

Lefever Mattson
c/o Bradley Sharp
Development Specialists, Inc.
333 S Grand Avenue, STE 4100
Los Angeles, CA 90071

Re: Agreement for Legal Services - California

Dear Mr. Sharp:

This letter agreement, which includes the attached and incorporated Terms and Conditions (this "Agreement"), confirms that Lefever Mattson has retained Buchalter, A Professional Corporation (the "Firm"), to act as your attorneys. You are hiring the Firm to represent you in connection with the *Lefever Mattson v. Arthur and Aaron Benedetti* appeal and judgment enforcement matters related to that matter. You will be referred to in this Agreement as "Client."

This Agreement will apply not only to the present matter, but also to any future matters in which the Firm expressly agrees and has the ethical ability to represent Client and/or affiliates unless superseded by another written agreement.

For purposes of this engagement, the following hourly rate will apply: \$1,000 for Shareholders, \$800 for Of Counsel, Special Counsel, and Senior Counsel, \$700 for Associates, and \$400 for paralegals.

This Agreement contains the mutual understanding between Client and the Firm with respect to services the Firm will perform and payment for those services. We understand that LeFever Mattson and certain affiliates are debtors in bankruptcy cases pending before the United State Bankruptcy Court for the Northern District of California (the "Bankruptcy Court"), jointly administered as Case No. 24-10545, and that this engagement is subject to approval by the Bankruptcy Court. We further understand that the Bankruptcy Court has approved procedures for the payment of interim (monthly) fees and expenses during the bankruptcy cases. Pursuant to those procedures, we will submit invoices on account against our final fee. These interim invoices will be based on such terms as the bankruptcy court allows for the work performed during the relevant

buchalter.com
Arizona
California
Colorado
Georgia
Oregon
Tennessee
Utah
Washington

Buchalter

Lefever Mattson
February 21, 2025
Page 2

period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our engagement.

The Firm invites any questions about the provisions of this Agreement. The Firm encourages Client to consult independent counsel about this Agreement before it is signed or at any time during the course of the Firm's representation. By signing this Agreement, Client is agreeing to each of the terms of this Agreement, which means that it has either consulted independent counsel about this Agreement or has chosen not to do so.

If this Agreement accurately reflects the agreed terms, please sign a copy of this Agreement on the next page. This Agreement will take effect when the Firm receives the signed Agreement and the Firm's employment is approved by the Bankruptcy Court. The Firm will have no obligation to provide legal services until this Agreement takes effect.

The Firm appreciates your confidence and your business and looks forward to a long and successful relationship.

Sincerely,

BUCHALTER
A Professional Corporation



Josh H. Escovedo
Shareholder

JHE:ke

The undersigned has read and understands the terms of this Agreement, including the attached Terms and Conditions (including any disclosures and consents to conflicts of interest), and agrees to all of them, as of the date Buchalter, A Professional Corporation, first provided



Lefever Mattson
February 21, 2025
Page 4

Terms and Conditions of Representation

1. **Terms and Conditions Incorporated.** These Terms and Conditions are incorporated into the preceding letter and together they constitute the agreement between Client and the Firm.

2. **The Firm's Duties and Client's Duties.** The Firm's responsibilities will be to provide legal counsel and assistance and represent Client's interests within the bounds of the law and the ethical requirements of the legal profession. The Firm will endeavor to keep Client informed of the progress of the matter or matters the Firm is handling for Client and respond to Client's inquiries. For Client's part, Client agrees to provide the Firm with truthful and accurate information, to cooperate and keep the Firm informed of any developments that may affect its handling of Client's matter or matters, and to pay Firm invoices on a timely basis. In addition, Client will be responsible for advising the Firm whether any document the Firm has prepared or received and sent to Client for Client's approval or review reflects the principal terms of Client's proposed agreement, general strategy or other expectations, as the case may be. We both agree to abide by the terms of this Agreement.

3. **Legal Fees and Billing Practices.** The Firm's professional fees reflect a number of factors, including the number of attorney hours incurred, the relative experience of the attorneys performing the services, the difficulty of the matter, and the results obtained for the Firm's client. The Firm's professional fees are usually determined by the number of hours expended, multiplied by the professional's hourly billing rate. The Firm's minimum billing unit for its legal personnel is one-tenth of an hour.

The Firm's current standard guideline rates are set forth on the attached schedule.

The Firm reserves the right to change the attorneys performing services under this Agreement.

From time to time, the Firm's hourly billing rates will change, as will other costs related to the services that the Firm will perform. In the event of a change in these rates, they will be reflected in Client's next bill. If Client has any concerns about any change in billing rate, please promptly discuss them with the attorney primarily responsible for Client's matter.

The Firm will charge for all activities undertaken in providing legal services to Client, including, but not limited to, the following: conferences and meetings, including preparation and participation; preparation and review of correspondence and other documents; legal research, including computerized research; court and other appearances, including preparation; and necessary travel; evidence preparation, including electronic document management; audit response letters; and telephone calls, including calls with Client and other attorneys or persons involved with Client's matter. The legal personnel assigned to Client's matters may need to confer among themselves about the matters. When they do need to confer, each person may charge for

Buchalter

Lefever Mattson
February 21, 2025
Page 5

the time expended. Similarly, if more than one of the Firm's legal personnel attends a meeting, court hearing or other proceeding, each may charge for the time spent, although the Firm will always attempt to be judicious in the number of persons it sends. When Firm personnel travel for Client's matters, the Firm charges for travel time, portal to portal, both local and out of town.

4. Services the Firm Does **Not** Undertake, Unless Expressly Agreed in Writing.

(a) Insurance Advice.

Although the Firm does not and cannot express any opinion on the subject, Client may be a beneficiary under a policy or policies of insurance that could provide a defense or otherwise indemnify Client from any liability to other parties or for damages that Client may have suffered that are related to the matter or matters upon which Client employs the Firm. The Firm recommends that Client consult with Client's insurance professionals as to whether such insurance coverage exists. **Representation of Client with respect to any insurance issue, including whether Client has insurance that might provide coverage, is not within the scope of the Firm's duties unless expressly provided for in this Agreement.**

(b) Post-Judgment Obligations.

If the Firm's services involved obtaining a judgment or defending against a judgment and a judgment is obtained, the Firm will only be responsible for those post-judgment activities Client expressly requests in writing that the Firm undertake and that the Firm agrees in writing to undertake, for which Client will be obligated to compensate the Firm under the terms of this Agreement. This includes any post-judgment motions, appeals, abstracts, judgment liens, and renewals of judgments.

(c) Post-Closing Matters.

Unless Client requests in writing to the contrary, the Firm will have no obligation to monitor renewal, notice, annual maintenance, perfection expiration dates, post-closing deadlines related to contingent consideration, working capital or indemnification obligations, or other or similar deadlines that may arise from the matters for which Client has retained the Firm.

(d) Future Developments or Changes in the Law.

Upon cessation of the Firm's active involvement in a particular matter for which the Firm has been engaged, the Firm will have no further duty to inform Client of future developments or changes in the law as may be relevant to such matter or matters in which the Firm's representation has ceased.

Buchalter

Lefever Mattson
February 21, 2025
Page 6

(e) Corporate Transparency Act Updates.

The Firm will not monitor the need to, nor file any amendments to a beneficial ownership information filing unless it specifically agrees to do so after being expressly requested to do so by Client at the time such amendment is required by applicable law or regulation.

5. Costs and Other Charges for Which the Firm Will **Not** Bill Client. The Firm will not charge Client for routine photocopying, faxes, long distance phone calls, or routine postage.

6. Costs and Other Charges for Which the Firm Will Bill Client.

(a) The Firm may incur various costs and expenses in the normal course of performing legal services under this Agreement. The Firm's preference is for Client to advance all expenses. In circumstances where it is not practical for Client to advance costs, Client agrees to reimburse the Firm for those costs and expenses in addition to the fees the Firm incurs working on Client's matter.

(b) Costs and expenses for which the Firm charges include filing and recordation fees, court reporters' fees, messenger and other delivery fees, parking, transportation, lodging, and other necessary travel expenses, non-routine photocopying and scanning (wherever performed), bulk postage, and other similar items. Costs and expenses could also include expert witness fees, title insurance fees, consultant and investigator fees, and similar out-of-pocket expenses incurred on Client's behalf.

(c) If the Firm's engagement includes any litigation or other matters involving electronic discovery, the Firm will use a third party electronic discovery platform provider ("E-Discovery Platform") to process, host, assess and store electronic data for the matters. The E-Discovery Platform will charge fees for these services and Client will be responsible for payment of all such fees owed to the E-Discovery Platform. Unless a different arrangement is reached, the Firm will include these fees in the invoices issued to Client. The rates charged by the E-Discovery Platform will be made available at any time upon Client's request.

(d) The Firm will charge all costs and expenses at the Firm's actual cost when payable or reimbursable to a third party.

7. The Firm does not require that Client provide an advance fee or security deposit at this time. The Firm reserves the right from time to time to request an advance fee depending on the continuing nature of its representation. If the Firm requests an advance fee or security deposit as a condition of continuing to represent Client, and Client does not agree to provide it, the Firm will have the right to withdraw from Client's representation (subject to any ethical limitations and required court approvals).

Buchalter

Lefever Mattson
February 21, 2025
Page 7

8. Billing Statements. Unless otherwise agreed, the Firm will send Client monthly statements indicating fees and costs incurred, any amounts applied from any advance fee, and any current balance owed. Upon request, the Firm can provide various levels of detail on Client's statements, including the legal personnel working on Client's matter or matters for that billing period, their current guideline hourly rates, and the amount of time and fees incurred by each individual working on Client's matter.

If there are minimal or no fees or costs for a particular month, the Firm may hold a statement and combine it with that for subsequent months. Each statement is due upon receipt, but in any event no later than thirty calendar days after the Firm transmits it to Client. If Client has any questions concerning any billing statement, please discuss them with the lawyers handling Client's matter immediately so that the Firm has an opportunity to promptly resolve any issues that Client may have.

If Client elects to pay an advance fee, security deposit, or any outstanding invoices in cash, please note that the Firm will comply with any Internal Revenue Service rules that require the Firm to report receipt of cash in excess of certain amounts, which report includes Client's identification and tax information and the amount paid.

9. Estimate. It is often difficult to predict with any certainty the actual amount of legal fees, costs, or time that will be incurred with respect to any particular task or matter. However, upon request, the Firm will provide Client with estimates of legal fees, costs, and/or time to complete a task or matter, **but any such figure will be an estimate only and not a guarantee that the actual fees, costs or time will be in the amount of, or limited to, the estimate.** If the Firm gives Client an estimate of fees, costs or time for a particular task or matter, Client will be responsible for the Firm's actual legal fees and costs, regardless of whether they are greater or less than the estimate.

10. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter that the Firm is handling on Client's behalf. The Firm's comments about the outcome of Client's matter, estimated times to conclude the handling of Client's matter, and the associated fees and costs, are expressions of opinion only.

11. Discharge, Withdrawal and Termination.

(a) Client may discharge the Firm at any time and the Firm has the right to withdraw from representing Client at any time, subject to any required court approvals and consistent with the rules of professional conduct. Reasons for the Firm's withdrawal include, but are not limited to, Client's breach of this Agreement, Client's failure to pay the Firm's invoices when due, Client's refusal to cooperate with the Firm or to follow its advice on a material matter, or any fact or circumstance that would render the Firm's continuing representation of Client unlawful or unethical.

Buchalter

Lefever Mattson
February 21, 2025
Page 8

(b) The Firm's representation of Client as a current client will be terminated immediately upon completion of its services in the last pending matter. Any representation requested by Client and agreed to by the Firm following the conclusion of the Firm's services in any previously pending matter will constitute a new engagement but will still be governed by this Agreement.

(c) When the Firm's services conclude, all unpaid amounts will immediately become due and payable. After the Firm's services conclude, upon Client's written request, the Firm will deliver Client's files to Client along with any funds or property of Client's in the Firm's possession after applying any unused advance fee or security deposit to any balance on Client's account. The work product produced in the course of the Firm's representation is and will remain Firm property.

12. Conflicts with Other Clients. The Firm's undertaking to represent Client will not act as a bar to prevent the Firm from representing any existing or future client with respect to a claim adverse to Client, provided that the Firm is no longer representing Client as a current client and, in the course of the Firm's representation of Client, the Firm has not obtained confidential information from Client that is material to the representation of the other client. In addition, the Firm's representation of Client in the matter or matters in which the Firm is employed shall not preclude the Firm from concurrently representing other clients also adverse to those same parties, provided that Client's confidentiality and privileges are preserved.

13. [Reserved].

14. [Reserved].

15. California Law Applies. Any legal action or proceeding concerning or in any way relating to the terms and provisions of this Agreement or the Firm's representation of Client shall be brought in the Bankruptcy Court, and California's substantive laws shall apply.

16. File Maintenance. The Firm will maintain Client's files and documents in a particular matter while it is actively handling that matter and for a reasonable time thereafter. The Firm will have the right to destroy Client's files after a reasonable time as the Firm deems appropriate given the circumstances, without any obligation to notify Client. Of course, Client may request Client's files or documents at any time prior to such destruction, and they will be promptly returned to Client or to others as directed.

17. Entire Agreement. Except for any consents to a conflict of interest provided separately, this Agreement contains all of the terms of the agreement between the Firm and Client applicable to the Firm's representation of Client. This Agreement may only be modified by a subsequent written agreement of the parties.



Lefever Mattson
February 21, 2025
Page 9

**BUCHALTER
RATE SCHEDULE
Guideline Hourly Rates For California Legal Personnel**

Shareholders	\$500 - \$1,300
Of Counsel/Counsel/Senior Counsel	\$475 - \$950
Associates	\$285 - \$650
Paralegals/Analysts	\$100 - \$400
Litigation Technology Specialists	\$175 - \$300

These rates are subject to periodic adjustment.