

JESSICA M. SIMON – SBN 277581  
**HEMAR, ROUSSO & HEALD, LLP**  
 15910 Ventura Boulevard, 12th Floor  
 Encino, California 91436  
 Telephone: (818) 501-3800  
 Facsimile: (818) 501-2985  
 Email: jsimon@hrhlaw.com  
 File No. 3800-20240968

Attorneys for Movant,  
 CITIZENS BUSINESS BANK, a California state-chartered bank

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

IN RE:

LEFEVER MATTSON, a California corporation,  
*et al.*,<sup>1</sup>

Debtors.

CITIZENS BUSINESS BANK, a California state-  
 chartered bank,

Movant.

vs.

NUT PINE, LP, and GOLDEN TREE, LP,

Debtors/Respondents.

Lead Case No. 24-10545 (CN)

Chapter 11

RS No.: JMS-2

**SECOND MOTION FOR RELIEF FROM  
 THE AUTOMATIC STAY [REAL  
 PROPERTY: 103 and 105 Commerce Court,  
 Fairfield, California 94534]; MEMORANDUM  
 OF POINTS AND AUTHORITIES IN  
 SUPPORT THEREOF**

*(Cover Sheet, Notice of Motion, Motion &  
 Memorandum of Points and Authorities, and  
 Declarations of Bruce Adams and Jessica Simon  
 in support)*

DATE: July 25, 2025

TIME: 10:00 a.m.

CTRM: 215

JUDGE: Hon. Charles Novack  
 1300 Clay Street  
 Oakland, CA 94612

<sup>1</sup> 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://veritasglobal.net/IM>. The address for service on the



1 TO THE HONORABLE CHARLES NOVACK, THE DEBTORS, DEBTORS' COUNSEL,  
2 THE OFFICE OF THE UNITED STATES TRUSTEE, THE TWENTY LARGEST  
3 UNSECURED CREDITORS, AND ALL OTHER PARTIES IN INTEREST:

4 CITIZENS BUSINESS BANK, a California state-chartered bank ("Movant"), successor-in-  
5 interest to Suncrest Bank, hereby moves the Honorable Court (the "Motion") for an Order granting it  
6 relief from the automatic stay to take all steps necessary to foreclose the real property commonly  
7 known as 103 and 105 Commerce Court, Fairfield, CA 94534 (the "Property"), including but not  
8 limited to recording and serving the Notice of Sale ("NOS"). This Motion affects the subject debtors  
9 NUT PINE, LP, and GOLDEN TREE, LP (together, the "Debtors"). As set forth herein, cause exists  
10 to grant Movant further stay relief at this time under 11 U.S.C. § 362(d)(1). The Property has not been  
11 sold (or marketed to the best of Movant's understanding) in over 10 months as of the date of the  
12 hearing on the Motion, one of Movant's loans has now matured by its terms, property taxes and  
13 mortgage payments continue to accrue, and Debtors are still negotiating a resolution for sale of and  
14 title to the Property with the squatters, with no apparent timeframe for a resolution or sale. Thus, stay  
15 relief is warranted on these facts to allow Movant to proceed with its non-bankruptcy rights and  
16 remedies to foreclose the Property.

17 This Motion is made and based upon the facts and circumstances contained in the  
18 accompanying Memorandum of Points and Authorities, Movant's first Motion for Relief from the  
19 Automatic Stay and accompanying memorandum and declarations (Dkts. 957-961), and upon  
20 evidence, oral and documentary, that may be presented at the hearing on the Motion.

21 DATED: July 3, 2025

HEMAR, ROUSSO & HEALD, LLP

22 /s/ *Jessica M. Simon*

23 BY: \_\_\_\_\_

24 JESSICA M. SIMON

25 Attorneys for Movant,

26 CITIZENS BUSINESS BANK

27  
28 Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION**

**I. PRELIMINARY STATEMENT**

After this Court entered its order granting Movant limited stay relief, on April 25, 2025, Movant recorded a Notice of Default against the Property (defined herein). Since then, the Debtors have made no apparent movement on noticing a sale or marketing the Property, nor can they until title to the Property is resolved with the squatters. Movant was last informed that the Debtors are still negotiating with the squatter on a resolution to sell the Property. By the time of the hearing on this Motion, it will have been over 10 months since the petition date, and title remains in dispute, post-petition payments and taxes continue to accrue (and remain unpaid), and the Property still is not generating rents. In addition, since then, Movant's loan to Golden Tree has matured by its terms. In the stay relief order, this Court authorized Movant to seek further stay relief when appropriate. Relief is proper at this time to authorize Movant to proceed to foreclosure of the Property, including but not limited to recording and serving the Notice of Sale. Movant, thus, respectfully requests the Court to grant it the relief requested herein, with waiver of the 14-day stay.

**II. SUMMARY OF KEY FACTS**

1. The facts leading to the relief requested herein were fully set forth in Movant's first Motion for Relief from the Automatic Stay, Dkts. 957-961 (collectively, the "First Motion"), which Movant incorporates herein by this reference as though set forth in full.

2. To summarize the key facts, Movant's predecessor-in-interest, Suncrest Bank, made the following two loans: (1) a loan on or about June 15, 2020 in the original principal amount of \$4,000,000.00 (the "Golden Tree Loan") to Golden Tree, LP ("Golden Tree"), which matured by its terms on June 15, 2025; and (2) a loan on or about November 24, 2020 in the original principal amount of \$4,480,000.00 (the "Treehouse Loan") to Treehouse Investments, LP ("Treehouse" and together with Golden Tree, the "Borrowers"). (See Declaration of Bruce D. Adams in support of the First Motion [Dkt. 958, "First Adams Decl."], ¶¶ 8, 11, Exs. 1-2, 4-5; Declaration of Bruce D. Adams in support of this Motion ["Second Adams Decl."], ¶ 8, **Exhibit A.**) (The Golden Tree Loan and Treehouse Loan are together referred to herein as the "Loans." All loan documents related to the Golden Tree Loan and Treehouse Loan are collectively referred to herein as the "Loan Documents.")

3. The Loans are secured by the property commonly known as 103 and 105 Commerce Court, Fairfield, CA 94534 (the “Property”), and all leases and rents therefrom, with Movant holding a first and second priority position on the Property, respectively. (*See* First Adams Decl., ¶ 9, 12, Exs. 3, 6; Second Adams Decl., ¶ 9.)

4. Treehouse, without authorization from Movant and in default of the Loan Documents, transferred the Property to LeFever Mattson, a California corporation (“LeFever Mattson”), which then transferred it to the debtor Nut Pine, LP (“Nut Pine”). (*See* First Adams Decl., ¶ 15, Ex. 7.)

5. As of June 20, 2025, Movant is now owed not less than \$3,602,198.61 under the Golden Tree Note, plus further accrued interest, fees, and costs, including attorneys’ fees and costs through June 30, 2025. (Second Adams Decl., ¶ 10.) Defaulted post-petition payments continue to accrue, and have increased from \$117,767.25 as of February 21, 2025 to \$235,534.50 as of July 2025. (*Compare* First Adams Decl., ¶ 17, *with* Second Adams Decl., ¶ 10.)

6. As of June 20, 2025, Movant is now owed not less than \$4,639,954.97 under the Treehouse Note, plus further accrued interest, fees, and costs, including attorneys’ fees and costs. (Second Adams Decl., ¶ 11.) Defaulted post-petition payments continue to accrue, and have increased from \$132,092.85 as of February 21, 2025 to \$264,185.70 as of July 2025. (*Compare* First Adams Decl., ¶ 18, *with* Second Adams Decl., ¶ 11.)

7. Moreover, from the time of the First Motion to this Motion, defaulted real property taxes have increased from \$138,172.70 to \$217,525.19 for failure to pay April 2025 taxes and further accrued charges on past due bills. (*Compare* First Adams Decl., ¶ 21, *with* Second Adams Decl., ¶ 12, **Exhibit B.**)

8. On March 3, 2025, Movant filed the First Motion. By Order entered on April 9, 2025 (the “Order”), this Court granted Movant limited relief from the automatic stay under 11 U.S.C. § 362(d)(1) to record and serve a Notice of Default (the “NOD”) against the subject real property, and authorized Movant to “seek further stay relief when appropriate.” (Dkt. 1254.) In the Order, the Court determined that the Property “is not generating rent, and its title may be in dispute.” (Second Adams Decl., ¶ 13, **Exhibit C** [attached for ease of reference].)

9. On April 25, 2025, Movant recorded the NOD, and the Notice of Sale (“NOS”) can be

1 recorded on July 24, 2025 (90-days after recording the NOD). *See* California Civil Code § 2924(a)(2).  
2 (Second Adams Decl., ¶ 14.)

3 10. Since then, Movant understands and believes that the Property has not been sold or  
4 marketed,<sup>2</sup> and that the Debtors are still negotiating with the squatter on the Property (Shortstop  
5 Management) on title to and a resolution for sale of the Property. (Declaration of Jessica Simon  
6 [“Simon Decl.”], ¶ 2.)

### 7 III. ARGUMENT

8 Stay relief is warranted under Section 362(d)(1) of the Bankruptcy Code for “cause.” As the  
9 court recognized in its Order, cause is a “broad and flexible concept which permits a bankruptcy court,  
10 as a court of equity, to respond to inherently fact-sensitive situations.” *Scripps GSB I, LLC v. A*  
11 *Partners, LLC (In re A Partners, LLC)*, 344 B.R. 114, 127 (Bankr. E.D. Cal. 2006) (citations omitted);  
12 Order, at 4:13:17. Moreover, courts enjoy considerable discretion in modifying the stay for cause. *See*  
13 *Christensen v. Tucson Estates, Inc. (In re Tucson Estates, Inc.)*, 912 F.2d 1162, 1166 (9<sup>th</sup> Cir. 1990)  
14 (“‘Cause’ has no clear definition and is determined on a case-by-case basis.”); *Benedor Corp. v.*  
15 *Conejo Enters., Inc. (In re Conejo Enters., Inc.)*, 96 F.3d 346, 351 (9<sup>th</sup> Cir. 1996) (same).

16 The Court found that some stay relief was appropriate to incentivize the parties to resolve title  
17 to the Property and non-payment of rent promptly, thus granting stay relief for Movant to record and  
18 serve the NOD and seek further relief when appropriate. (Order, at 4:19-21.) By the time of the  
19 hearing on this Motion, it will be 3 months from the date that Movant recorded the NOD and 10  
20 months since the petition date, without any post-petition payments to Movant (of at least  
21 \$499,720.20), payment of taxes (of at least \$217,525.19) or much apparent movement on the issues  
22 confronting the Property. It remains unclear if or when the title issues will be resolved and rents will  
23 be generated. Given the uncertainty surrounding the Property, and declining value of the Property  
24 from the further accrued and unpaid taxes and post-petition payments, cause exists to permit Movant  
25 to take all steps necessary to foreclose the Property, including but not limited to recording and serving  
26 \_\_\_\_\_

27 <sup>2</sup> Movant understands that the Property will be marketed and listed by Marcus & Millichap [Dkt.  
28 1405], but it understands that Debtors need to resolve the issues with the squatter before the Property  
is marketed.

1 the NOS. Movant, thus, respectfully requests the Court to grant it the relief requested herein under 11  
2 U.S.C. § 362(d)(1), with waiver of the 14-day stay.

3  
4 **IV. CONCLUSION**

5 For the foregoing reasons, Movant respectfully requests that the Court grant it stay relief under  
6 Sections 362(d)(1) to proceed with its non-bankruptcy rights and remedies to foreclose the Property,  
7 including but not limited to recording and serving the Notice of Sale, with waiver of the 14-day stay  
8 under FRBP 4001(a)(3).

9 DATED: July 3, 2025

HEMAR, ROUSSO & HEALD, LLP

10 */s/ Jessica M. Simon*

11 BY: \_\_\_\_\_

JESSICA M. SIMON  
Attorneys for Movant,  
CITIZENS BUSINESS BANK