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Proposed Attorneys for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In Re:

KS MATTSON PARTNERS, LP,

Debtor.¹

Case No. 24-10715
 Chapter 11

**DEBTOR'S MOTION FOR AN ORDER
 AUTHORIZING THE RETENTION AND
 EMPLOYMENT OF STAPLETON
 GROUP, A PART OF J.S. HELD LLC AS
 OPERATIONS AND ASSET MANAGER,
 EFFECTIVE AS OF THE RELIEF DATE;
 DECLARATIONS OF ROBBIN ITKIN
 AND MIKE BERGTHOLD IN SUPPORT
 THEREOF**

Date: August 15, 2025

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

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

Response Deadline: August 1, 2025

¹ The last four digits of the Debtor's tax identification number are 5060. The Debtor's mailing address is c/o Stapleton Group, 514 Via de la Valle, Suite 210, Solana Beach, CA 92075.



1 KS Mattson Partners, LP (“KSMP” or the “Debtor”), debtor and debtor-in-possession in the
2 above-captioned chapter 11 case, hereby move (the “Motion”) pursuant to sections 105 and 363 of
3 title 11 of the United States Code (the “Bankruptcy Code”) and Rules 6004 of the Federal Rules of
4 Bankruptcy Procedure, (the “Bankruptcy Rules”) for entry of an order, substantially in the form
5 attached hereto as **Exhibit A** (the “Proposed Order”), authorizing the Debtor to retain and employ
6 Stapleton Group, a part of J.S. Held LLC (“Stapleton JSH”) as operations and asset manager for
7 the Debtor², effective as of the Relief Date (as defined below) pursuant to the terms and conditions
8 of the engagement letter (the “Engagement Letter”) attached to the Bergthold Declaration (as
9 defined below) as Exhibit 1. In support of this Motion, the Debtor relies on the Declaration of Mike
10 Bergthold (the “Bergthold Declaration”), and the Declaration of Robbin Itkin (the “Itkin
11 Declaration”) filed contemporaneously herewith and incorporated by reference herein.

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. JURISDICTION AND VENUE**

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

19 **II. BACKGROUND**

20 **A. General Background**

21 The Debtor’s chapter 11 case arises out of an alleged multiyear and multimillion dollar
22 fraud perpetrated by Kenneth Mattson. This alleged fraud has resulted in multiple litigations against
23 the Debtor, Kenneth Mattson and LeFever Mattson, a California corporation (the real estate
24

25 ² To minimize the Debtor’s expenses, the Debtor is not seeking to employ a financial advisor pending a determination
26 on the *Motion of the Official Committee of Unsecured Creditors For Substantive Consolidation of Debtor Lefever*
27 *Mattson and KS Mattson Partners, LP And For Related Relief* (the “Substantive Consolidation Motion”), currently
28 pending in the Lefever Mattson Chapter 11 Cases (as defined herein). [Docket No. 1585]. The Debtor reserves the right
to employ a financial advisor, subject to Court approval, if the Debtor’s estate is not substantively consolidated with
the Lefever Mattson Debtors’ estates or in the event of any meaningful delay in the determination of the Substantive
Consolidation Motion.

1 corporation jointly owned by Mr. Mattson and Tim LeFever). It has also resulted in the United
2 States Department of Justice bringing criminal charges against Mr. Mattson.

3 On November 22, 2024, the Debtor became subject to an involuntary petition for relief
4 under chapter 11 of the Bankruptcy Code. On June 9, 2025 (the “Relief Date”), the Court entered
5 the *Stipulated Order for Relief in an Involuntary Case* (Docket No. 131) and appointed Robbin L.
6 Itkin as the Responsible Individual in this case, with effect from June 16, 2025 (the “Itkin Approval
7 Order”) (Docket No. 172). Among other things, the Itkin Approval Order provides that:

8 Ms. Itkin (a) shall solely be responsible for the duties and obligations of the Debtor
9 as a debtor in possession; (b) shall be vested with the sole and exclusive right and
10 full authority to manage, conduct, and operate the Debtor’s business,
11 including, without limitation, opening, closing, and otherwise controlling the
12 Debtor’s bank accounts; and (c) shall not be removed as Responsible Individual
13 without further order of this Court. Notwithstanding anything to the contrary
14 contained herein or in the *Limited Partnership Agreement of K S Mattson Partners,*
15 *LP* (as amended from time to time), all decisions respecting any matter affecting or
16 arising out of the conduct of the business of the Debtor shall be made by the
17 Responsible Individual.

18 Itkin Approval Order ¶ 4. It further provides that “[n]one of Kenneth Mattson, Stacy Mattson or
19 K.S. Mattson Company, LLC shall have any authority, express or implied, to act on behalf of the
20 Debtor, bind the Debtor, operate the Debtor’s business, access any of the Debtor’s assets or any
21 property of the estate. Any such actions shall be void ab initio and a violation of this Order.” *Id.* ¶
22 5.

23 The Debtor continues to operate its business and manage its properties as debtor in
24 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner,
25 or official committee of unsecured creditors has been appointed in the chapter 11 case.

26 **B. KS Mattson Partners, LP**

27 The Debtor was formed as a California limited partnership on August 16, 1999, to manage
28 and develop assets held by Kenneth Mattson and his family. The Debtor’s partnership agreement
provides that its partnership interests are held by each of Kenneth Mattson (49%), Mr. Mattson’s
wife, Stacy Mattson, (49%), and K S Mattson Company, LLC (“KSMC”) (2%). Because the Debtor

1 failed to maintain adequate books and records before the Relief Date, and certain records are
2 currently being held by the Department of Justice, the Responsible Individual is currently
3 undertaking substantial efforts to determine the Debtor's assets and liabilities. Currently, the
4 Responsible Individual believes that the Debtor may hold interests in more than 25 properties, some
5 of which the Debtor owns outright and some of which the Debtor holds as tenant in common with
6 other investors.³ The Debtor has no employees. Since the Relief Date, all immediate and necessary
7 operations and asset management services have been performed by Stapleton JSH at Ms. Itkin's
8 direction and request because Stapleton JSH was the only trusted party with the knowledge and
9 ability to perform such necessary services.

10 **C. Related Debtor Cases**

11 On September 12, 2024, LeFever Mattson and fifty-seven affiliates and subsidiaries
12 (collectively, the "LeFever Mattson Debtors")—parties related to the Debtor—filed voluntary
13 petitions for relief under chapter 11 of the Bankruptcy Code, commencing their jointly administered
14 bankruptcy cases.⁴

15
16 **III. RELIEF REQUESTED**

17 The Debtor seeks the entry of an order, substantially in the form of the Proposed Order (a)
18 authorizing the Debtor to employ and retain Stapleton JSH, effective as of the Relief Date, pursuant
19 to the terms and conditions of the Engagement Letter and subject to the limitations and
20 modifications proposed herein and provided for in the Proposed Order, and (b) granting related
21 relief.
22

23
24 _____
³ The exact number is unknown and subject to further diligence.

25 ⁴ One other entity, Windscape Apartments, LLC, filed a voluntary petition for chapter 11 (Case No. 24-10417) on
26 August 6, 2024, and two other entities, Pinewood Condominiums, LP (Case No. 24-10598) and Ponderosa Pines, LP
27 (Case No. 24-10599), filed voluntary chapter 11 petitions on October 2, 2024. These entities are all LeFever Mattson
28 Debtors.

1 **IV. BASIS FOR RELIEF REQUESTED**

2 **A. Qualifications**

3 The Debtor seeks to employ Stapleton JSH to provide operations and asset management
4 services to the Debtor because, among other things, Stapleton JSH has the necessary capabilities
5 and given its prior involvement with the Debtor's affairs before the Relief Date, the Responsible
6 Individual determined it was the only party able to provide these services efficiently and without
7 delay. Stapleton JSH has considerable experience providing asset management services, including
8 to businesses in a chapter 11 environment, and Stapleton JSH's professionals have been employed
9 in numerous cases under the Bankruptcy Code. Accordingly, the Debtor believes that Stapleton
10 JSH is qualified to provide the Operations and Asset Management Services (as defined below)
11 during this chapter 11 case in an efficient and timely manner. Further, Stapleton JSH is well
12 qualified and able to represent the Debtor in a cost-effective, efficient, and timely manner.

13 **B. Scope of Services**

14 As requested by the Debtor, and consistent with the Engagement Letter, Stapleton JSH will
15 provide to the Debtor restructuring services aimed at maximizing property value, improving cash
16 flow, managing real property leases, and addressing potential challenges such as high vacancies
17 and extensive rehab needs (collectively, the "Operations and Asset Management Services"),
18 including:

- 19 (i) Lead all requirements of the Debtor's real estate portfolio, including rent collection,
20 property oversight, asset preservation, analysis and implementation of asset sales,
21 transaction management, and review of potential financing opportunities.
22 (ii) Manage real property leases, including reviewing and canceling, reaffirming, or
23 issuing leases,
24 (iii) Create accounting and related systems and provide full-service accounting, cash
25 management, and banking oversight. Assess cash and banking controls within
26 existing loan agreements.
27 (iv) Lead all property management and operations, including, but not limited to,
28 collecting rents, paying approved expenses, and creating a financial reporting system
to support regular reporting and the population of Monthly Operating Reports.
(v) Coordinate and provide oversight of Stapleton JSH personnel leading services related
to the Debtor's real estate portfolio, including rent collection, property oversight,

- 1 asset preservation, analysis and implementation of asset sales and review of potential
2 financing opportunities.
- 3 (vi) Oversee services of collecting rents, paying approved expenses, and creating a
4 financial reporting system to support regular reporting and the population of Monthly
5 Operating Reports.
- 6 (vii) At direction of the Responsible Individual, supporting other professionals in
7 performing their duties.
- 8 (viii) Transition and manage ongoing construction and rehabilitation activities if needed.
9 Coordinate with contractors and vendors to ensure cost-effective and timely
10 completion.
- 11 (ix) Analyze capital structure by project or entity and discuss financing and
12 recapitalization options with the Responsible Individual.

13 Along with of the Operations and Asset Management Services, Stapleton JSH will also provide
14 limited, discrete ancillary services in order to effectuate and support the Operations and Asset
15 Management Services and the effective management of the Debtor's estate (the "Ancillary
16 Services") and collectively with the Operations and Asset Management Services, the "Services").
17 All of the foregoing services will be performed at the direction and under the supervision of the
18 Responsible Individual.

19 **C. Professional Compensation**

20 Stapleton JSH seeks to be compensated at the following hourly rates:

Professional	Hourly Billing Rate
Senior Managing Directors	\$595 - \$995
Senior Advisors	\$575 - \$850
Managing Directors	\$545 - \$725
Senior Directors	\$495 - \$625
Directors & Associate Directors	\$475 - \$525
Vice Presidents & Sr. Associates	\$325 - \$475
Consultants & Sr. Consultants	\$225 - \$375

Analysts/Associates	\$195 - \$375
Administrative Staff	\$175 - \$275

For this assignment, the hourly rate of Stapleton JSH team leaders Mike Bergthold and David Kieffer is \$595. Additional team members will be charged at the lower end of the relevant range according to their role.

Stapleton JSH will invoice for its actual, reasonable, and necessary expenses during this chapter 11 case, including travel (and internal per-ticket charges), delivery services, applicable sales, use, excise or value-added tax, and other expenses incurred in providing the Services.

Upon approval of the relief requested, Stapleton JSH will not be employed as a professional under section 327 of the Bankruptcy Code, and it will not submit fee applications pursuant to Bankruptcy Code sections 330 and 331. For all fees and expenses incurred after the Relief Date, Stapleton JSH proposes to file with the Court and provide reports of compensation earned and expenses incurred on a monthly basis (the “Compensation Reports”) to the U.S. Trustee, the Responsible Individual, and counsel to any statutory committee appointed in this chapter 11 case. The Compensation Reports shall summarize the services provided and identify the compensation earned and expense incurred by Stapleton JSH personnel. The foregoing parties shall have ten days after each Compensation Report is served upon them to file an objection with the Court and notice such objection for hearing under the applicable Bankruptcy Local Rule, and the portion of the compensation and expenses objected to will be subject to Court review. If there is no timely objection, the Responsible Individual will pay the invoice. If there is an objection to some or all of the fees and/or expenses included in a Compensation Report, no payment of such disputed amount shall be paid until further order of the Court.

1 Except as set forth in the Bergthold Declaration, Stapleton JSH has not shared or agreed to
2 share any compensation to be paid to Stapleton JSH for the Services with any non-affiliated or
3 unrelated entity, in accordance with section 504 of the Bankruptcy Code

4 **D. Indemnification**

5 As part of the overall compensation payable to Stapleton JSH under the terms of the
6 Engagement Letter, the Debtor has agreed to request that the Court require the Debtor to indemnify
7 and hold harmless Stapleton JSH (the "Indemnified Party") from and against all third party claims,
8 losses, liabilities and damages (including any costs, expenses and reasonable attorneys' fees)
9 arising from or relating to the services or deliverables and to request that this Court enter an order
10 approving such indemnification.

11 The Debtor agrees to be bound by the indemnification provisions of the Engagement Letter
12 and indemnify and hold harmless the Indemnified Party pursuant to the terms of the Engagement
13 Letter, subject, during the pendency of the chapter 11 case, to the following limitations and
14 modifications to the Indemnification Provisions, which Stapleton JSH and the Debtor agree to and
15 are as follows:

- 16 a. As part of the consideration for Stapleton JSH to furnish the Services, the
17 Debtor agrees to indemnify and hold harmless Stapleton JSH and its
18 owners, partners, members managers, officers, directors, agents and any
19 successors of assigns thereof (each, an "Indemnified Party"), solely to the
20 extent provided by the Engagement Letter, to the fullest extent lawful from
21 any and all claims, liabilities, losses, damages, debts, judgements and/or
22 expenses or actions (collectively "Indemnified Claims") in respect thereof,
23 incurred, related to or arising out of or in connection with the Services,
24 including, without limitation, any and all such Indemnified Parties'
25 reasonable costs, fees and expenses incurred in connection with
26 investigating, preparing, defending, or settling any Indemnified Claim
27 arising from or relating to such liabilities, including all such Indemnified
28 Parties' reasonable legal fees and expenses; provided, however, that if it is
found in a final and non-appealable judgment by a court of competent
jurisdiction that any loss, claim, damage or liability of Stapleton JSH is the
direct result of gross negligence, willful misconduct or actual (not
constructive) fraud of Stapleton JSH, Stapleton JSH shall repay such
portion of the reimbursed amounts that is attributable to legal fees and
expenses incurred solely in relation to such loss, claim, damage or liability.
- b. The indemnity and expense reimbursement obligations set forth herein (i)
shall survive the completion of the Engagements, as amended, modified or

1 extended, and/or the termination of this Agreement, and (ii) shall be binding
2 on any successor or assign of the Debtor and its successors or assigns.

3 The Engagement Letter was negotiated by the Debtor and Stapleton JSH at arm's-length
4 and in good faith. The Debtor and Stapleton JSH believe that the indemnification provisions in the
5 Engagement Letter are customary and reasonable for similar Services providers out of court, and,
6 as limited and modified by the Order, customary in chapter 11 proceedings. The Debtor submits
7 that present circumstances warrant similar relief in this chapter 11 case.

8 **E. Disinterestedness**

9 Although Stapleton JSH is not subject to the "disinterested persons" provision of section
10 327(a) of the Bankruptcy Code (because section 327(a) does not apply), the Debtor has disclosed
11 to Stapleton JSH their officers, directors, shareholders, and creditors to determine any prior or
12 present representation of any creditors or parties-in-interest. From its initial review up to and
13 including the preparation of this Motion, Stapleton JSH has continued to review the information
14 provided by the Debtor to determine any previous or present representations of creditors or parties-
15 in-interest. Stapleton JSH will conduct an ongoing review to ensure that no disqualifying
16 circumstances arise, and if any new relevant facts or relationships are discovered, Stapleton JSH
17 will supplement its disclosure to the Court.

18 Pursuant to Rule 2014(a) of the Bankruptcy Rules and other than Stapleton JSH's
19 involvement with the Debtor, Mr. Mattson, and Fennemore LLP prior to entry of the order for relief
20 as more particularly described in the Bergthold Declaration, Stapleton JSH does not have any
21 connections with the Debtor, their creditors, any other party in interest, their respective attorneys
22 or accountants, the United States Trustee for the Northern District of California, or any person
23 employed by the U.S. Trustee. Further, Stapleton JSH's retention will not be adverse to the Debtor's
24 estate.

25 Prior to the Relief Date, in January 2025, Stapleton JSH provided limited advisory services
26 to Fennemore Craig, P.C. ("Fennemore") to act as Fennemore's financial advisor pending a

1 potential transition of the Debtor into chapter 11. While Fennemore was representing both the
2 Debtor and Mr. Mattson, Stapleton JSH did not represent Mr. Mattson, but was retained by
3 Fennemore, interacted primarily with Fennemore, and had only limited direct interactions with Mr.
4 Mattson.

5 Stapleton JSH's engagement with Fennemore has been formally terminated effective as of
6 the Relief Date, and Stapleton JSH does not anticipate any further engagement. Stapleton JSH
7 received a retainer of \$50,000 upon its engagement in January 2025 (the "Retainer") and, prior to
8 the Relief Date, had received payments of \$30,000 on account of invoices rendered, for a total of
9 \$80,000 in payments received prior to the Relief Date. As of the Relief Date, Stapleton JSH held
10 the retainer of \$50,000 and was owed \$276,172.43. Upon approval of this Motion, Stapleton JSH
11 will apply the Retainer to its invoice(s) issued prior to the Relief Date. Moreover, Stapleton JSH
12 reserves the right to file a gap claim for any unpaid invoices for fees and expenses incurred prior to
13 the Relief Date.

14 In addition, as set forth in the Bergthold Declaration, if any new material facts or
15 relationships are discovered or arise, Stapleton JSH will provide the Court with a supplemental
16 declaration.

17 **F. No Duplication of Services**

18 As discussed above, the Debtor intends that the services of Stapleton JSH will complement,
19 and not duplicate, the services rendered by any other professional retained by the Debtor in this
20 chapter 11 case. The Debtor will coordinate with Stapleton JSH and the Debtor's other
21 professionals to minimize unnecessary duplication of efforts among the Debtor's professionals. The
22 Debtor will also, to the extent appropriate, coordinate with Stapleton JSH and the Debtor's
23 professionals to minimize unnecessary duplication of efforts among the Debtor's professionals.

24 **V. NOTICE**

25 Notice of this Motion will be provided to (i) the United States Trustee; (ii) the parties listed
26 on the *Debtor's List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders*;

1 and (iii) those persons who have formally appeared in this chapter 11 case and requested service
2 pursuant to Bankruptcy Rule 2002. The Debtor respectfully submits that no further notice is
3 required. No previous request for the relief sought herein has been made to this or any other Court

4 **WHEREFORE**, the Debtor respectfully requests that the Court enter an order, substantially
5 in the form attached hereto as **Exhibit A** granting the relief requested herein and such other and
6 further relief as is appropriate under the circumstances.

7
8 DATED: July 17, 2025

/s/ Richard L. Wynne

Richard L. Wynne (Bar No. 120349)

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*Proposed Attorneys for Debtor and Debtor
in Possession*

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Exhibit A
Proposed Order

1 Richard L. Wynne (Bar No. 120349)
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2 Erin N. Brady (Bar No. 215038)
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7 *Proposed Attorneys for Debtor and Debtor in*
8 *Possession*

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

13
14 In Re:
15 KS MATTSON PARTNERS, LP,
16 Debtor.

Case No. 24-10715

Chapter 11

**[PROPOSED] ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT
OF STAPLETON GROUP A PART OF J.S.
HELD LLC AS OPERATIONS AND ASSET
MANAGER, EFFECTIVE AS OF THE
RELIEF DATE**

Date: August 15, 2025

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

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

1 Upon consideration of the *Debtor's Motion For an Order Authorizing The Retention And*
2 *Employment of Stapleton Group a Part of J.S. Held LLC as Operations And Asset Manager, Effective as*
3 *of The Relief Date* (the "Motion"), filed by the above-captioned debtor and debtor in possession (the
4 "Debtor") in this Chapter 11 Case, for entry of an order pursuant to pursuant to sections 105 and 363
5 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 6004 of the Federal Rules of
6 Bankruptcy Procedure, (the "Bankruptcy Rules"); and the Court having reviewed the Motion, the
7 Bergthold Declaration, the Itkin Declaration, and all other filings in support of the Motion, and the
8 arguments made at the hearing on the Motion (the "Hearing"); and the Court having found that (i) the
9 Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§
10 157 and 1334, and the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*,
11 General Order 24 and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District
12 Court for the Northern District of California (the "Bankruptcy Local Rules"); (ii) venue is proper in
13 this district pursuant to 28 U.S.C. §§ 1408 and 1409; (iii) this is a core proceeding pursuant to 28 U.S.C.
14 § 157(b); (iv) notice of the Motion and the Hearing was sufficient under the circumstances; and (v)
15 good cause exists to waive the requirements imposed by Bankruptcy Rules 6004(a) and 6004(h), to
16 the extent either is applicable; and after due deliberation the Court having determined that the relief
17 requested in the Motion is in the best interests of the Debtor, its estates, and its creditors; and good and
18 sufficient cause having been shown;

19
20
21
22 **IT IS HEREBY ORDERED THAT:**

- 23 1. The Motion is granted.
- 24 2. The Debtor is authorized to employ and retain Stapleton Group, a part of J.S. Held
25 LLC ("Stapleton JSH") as operations and asset manager under sections 363(b) and 1005(a) of the
26

1 Bankruptcy Code, effective as of the Relief Date, under the terms of the Stapleton JSH
2 Engagement Letter.

3 3. The terms of the Engagement Letter, including the compensation and
4 indemnification provisions, are reasonable terms and conditions of employment and are hereby
5 approved.
6

7 4. Stapleton JSH shall file with the Court and provide reports of compensation earned
8 and expenses incurred on a monthly basis (the “Compensation Reports”) to: (a) the U.S. Trustee;
9 (b) the Responsible Individual; (c) counsel to any future claimants’ representative appointed by
10 the Court; and (d) counsel to any statutory committee appointed in this chapter 11 case. The
11 Compensation Reports shall summarize the services provided and identify the compensation
12 earned and expense incurred by Stapleton JSH personnel. The foregoing parties shall have ten days
13 after each Compensation Report is served upon them to file an objection with the Court and notice
14 such objection for hearing under the applicable Bankruptcy Local Rule, and the portion of the
15 compensation and expenses objected to will be subject to Court review.
16

17 5. Stapleton JSH is authorized to apply the Retainer first to pre-Relief Date invoices.

18 6. The Debtor and Stapleton JSH are authorized to take all actions necessary to
19 effectuate the relief granted pursuant to this Order in accordance with the Motion.
20

21 7. In the event of any inconsistency between the Engagement Letter, the Motion, and
22 this Order, this Order shall govern.

23 8. Notice of the Motion as provided therein shall be deemed good and sufficient notice
24 of such Motion and the requirements of the Bankruptcy Rules and the Local Bankruptcy Rules are
25 satisfied by such notice.

26 9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order
27 are immediately effective and enforceable upon its entry.
28

1 10. Notwithstanding any term in the Engagement Letter to the contrary, the Court shall
2 retain jurisdiction to hear and determine all matters arising from or related to the implementation,
3 interpretation, and/or enforcement of this Order.
4

5 ** END OF ORDER **
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11 *Proposed Attorneys for Debtor and Debtor in*
12 *Possession*

13 **UNITED STATES BANKRUPTCY COURT**

14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **SANTA ROSA DIVISION**

16 In re

17
18 KS MATTSON PARTNERS, LP,
19
20 Debtor¹.

Case No. 24-10715 (CN)

Chapter 11

**DECLARATION OF ROBBIN L. ITKIN IN
SUPPORT OF DEBTOR'S MOTION FOR AN
ORDER AUTHORIZING THE RETENTION AND
EMPLOYMENT OF STAPLETON GROUP, A
PART OF J.S. HELD LLC AS OPERATIONS AND
ASSET MANAGER, EFFECTIVE AS OF THE
RELIEF DATE**

Date: August 15, 2025

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

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

Response Deadline: August 1, 2025

27 ¹ The last four digits of the Debtor's tax identification number are 5060. The Debtor's mailing address is c/o
28 Stapleton Group, 514 Via de la Valle, Suite 210, Solana Beach, CA 92075.

1 I, Robbin L. Itkin, declare as follows:

2 1. I am a restructuring and turnaround professional with over 40 years of wide-ranging
3 experience, including professional experience in the areas of corporate turnarounds, workouts and
4 bankruptcies, including, without limitation, advising fiduciaries in bankruptcy cases and in advising
5 debtors, creditors and stakeholders in all aspects of chapter 11 bankruptcies and sale processes,
6 including the sale of real estate assets and alleged Ponzi schemes. I served as lead counsel for one
7 of three committees of investors in the real estate Ponzi scheme case *In re Professional Financial*
8 *Investors, Inc., et al.*, Case No. 20-30604 (Bankr. N.D. Cal.). Sklar Kirsh LLP ("Sklar Kirsh"), the
9 law firm in which I was then a partner, received the 2022 Turnaround Transaction of the Year
10 Award from the Turnaround Management Association on account of my work, recognizing my
11 unique and collaborative approach to resolving the various competing interests in order to reduce
12 litigation costs and maximize value for the benefit of the victims. I have also served as a chapter
13 11 trustee of and independent director for both healthy and distressed companies.

14 2. I make this declaration (this "Declaration") in support of the *Debtor's Motion For*
15 *an Order Authorizing The Retention And Employment of Stapleton Group, a Part of J.S. Held LLC*
16 *as Operations And Asset Manager, Effective as of The Relief Date* (the "Motion"). Capitalized
17 terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

18 3. Except as otherwise indicated, all facts set forth in this declaration are based upon
19 my personal knowledge, information supplied to me by the Debtor's professionals or professionals
20 in the LeFever Mattson chapter 11 cases, and information learned from my review of the limited
21 available documents.

22 4. On June 9, 2025 (the "Relief Date"), the Court entered the Stipulated Order for
23 Relief in an Involuntary Case (Docket No. 131) and appointed me as the Responsible Individual in
24 this case, with effect from June 16, 2025 (the "Itkin Approval Order") (Docket No. 172). Among
25 other things, the Itkin Approval Order provides that:

26 Ms. Itkin (a) shall solely be responsible for the duties and obligations of the
27 Debtor as a debtor in possession; (b) shall be vested with the sole and exclusive
28

1 right and full authority to manage, conduct, and operate the Debtor's business,
2 including, without limitation, opening, closing, and otherwise controlling the
3 Debtor's bank accounts; and (c) shall not be removed as Responsible Individual
4 without further order of this Court. Notwithstanding anything to the contrary
5 contained herein or in the Limited Partnership Agreement of K S Mattson
Partners, LP (as amended from time to time), all decisions respecting any matter
affecting or arising out of the conduct of the business of the Debtor shall be made
by the Responsible Individual. Itkin Approval Order ¶ 4.

6 5. The Itkin Approval Order further provides that “[n]one of Kenneth Mattson, Stacy
7 Mattson or K.S. Mattson Company, LLC shall have any authority, express or implied, to act on
8 behalf of the Debtor, bind the Debtor, operate the Debtor's business, access any of the Debtor's
9 assets or any property of the estate. Any such actions shall be void ab initio and a violation of this
10 Order.” *Id.* ¶ 5.

11 6. By the Motion, I seek to employ Stapleton JSH to provide operations and asset
12 management services consistent with the Engagement Letter I negotiated with Stapleton JSH. The
13 Engagement Letter is attached as Exhibit A to the Bergthold Declaration filed in support of the
14 Motion. Pursuant to the Engagement Letter, Stapleton JSH will provide to the Debtor restructuring
15 services aimed at maximizing property value, improving cash flow, managing real property leases,
16 and addressing potential challenges such as high vacancies and extensive rehab needs (collectively,
17 the “Operations and Asset Management Services”).

18 7. Stapleton JSH's proposed services are critical to my ability to preserve and
19 maximize assets for the benefit of stakeholders in this case. At the time the Court appointed me as
20 the Responsible Individual, the Debtor had no employees—a fact that remains true today. Upon my
21 appointment, I learned that prior to the Relief Date, Stapleton JSH and Fennemore Craig, P.C.
22 (“Fennemore”) had signed an engagement letter for Stapleton JSH to provide financial advisory
23 services related to the Debtor and Kenneth Mattson pending a potential transition into chapter 11.
24 This included creating a master real estate database describing the characteristics of the individual
25 properties (including property type and description, ownership, transactional information including
26 sales or partial sales of equity interests, detailed debt information, estimated values and operating
27 information), ordering and obtaining title reports for the Debtor's properties, obtaining loan
28

1 information from the Debtor's lenders, evaluating the feasibility of sale for the Debtor's properties,
2 and developing a potential sale and monetization strategy for the sale of properties.

3 8. Due to its prior experience with the Debtor and its assets, and given the Debtor's
4 lack of employees, Stapleton JSH was the only party able to step in to provide key operations and
5 property management services efficiently and without delay upon my appointment. Thus, since the
6 Relief Date, I have instructed Stapleton JSH to handle all immediate and necessary operations and
7 asset management services.

8 9. My diligence has confirmed that Stapleton JSH has considerable experience
9 providing property management services, including to businesses in a chapter 11 environment, and
10 I understand that Stapleton JSH's professionals have been employed in numerous cases under the
11 Bankruptcy Code. Accordingly, I believe that Stapleton JSH is qualified to efficiently and timely
12 provide the Operations and Asset Management Services the Debtor requires during this chapter 11
13 case. Further, Stapleton JSH is well qualified and able to represent the Debtor in a cost-effective
14 timely fashion.

15 10. While Fennemore was representing both the Debtor and Kenneth Mattson
16 individually, Stapleton has informed me that it had only limited direct interactions with Mr.
17 Mattson. I understand that Stapleton has received formal waivers from both Fennemore and Mr.
18 Mattson with respect to their proposed engagement by the Debtor, and I have reviewed those
19 waivers. Additionally, Stapleton JSH has informed me that its engagement by Fennemore has been
20 formally terminated effective as of the Relief Date.

21 I declare under penalty of perjury of the laws of the United States of America that the
22 foregoing is true and correct.
23

24 Executed on July 17, 2025

/s/ Robbin L. Itkin
Robbin L. Itkin

1 Richard L. Wynne (Bar No. 120349)
richard.wynne@hoganlovells.com
2 Erin N. Brady (Bar No. 215038)
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9 Redwood City, CA 94063
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10 Facsimile: (650) 463-4199

11 *Proposed Attorneys for Debtor and Debtor in*
12 *Possession*

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

16 In Re:

17 KS MATTSON PARTNERS, LP,

18 Debtor.¹

Case No. 24-10715

Chapter 11

**DECLARATION OF MIKE BERGTHOLD
IN SUPPORT OF DEBTOR'S MOTION
FOR AN ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF
STAPLETON GROUP A PART OF J.S.
HELD LLC AS OPERATIONS AND
ASSET MANAGER, EFFECTIVE AS OF
THE RELIEF DATE**

Date: August 15, 2025

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

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

Response Deadline: August 1, 2025

27
28 ¹ The last four digits of the Debtor's tax identification number are 5060. The Debtor's mailing address is
3003 Castle Road, Sonoma, CA 95476.

1 I, Mike Bergthold, do hereby declare as follows:

2 1. I am a Senior Managing Director of Stapleton Group, a part of J.S. Held LLC
3 (“Stapleton JSH”), which is a well-respected and experienced provider of property
4 management consulting and financial advisory services, including turnaround consulting,
5 fiduciary roles, and financial restructuring services, with numerous offices throughout the
6 country.
7

8 2. I have personal knowledge of the matters set forth herein, and if called and sworn
9 as a witness, I could and would testify competently thereto.
10

11 3. This Declaration is made in support of the Debtor’s Motion (the “Motion”) for an
12 order authorizing the retention and employment of Stapleton Group, a part of J.S. Held LLC, as
13 operations and asset manager (“Operations and Asset Manager”), effective as of the Relief Date.
14 Capitalized terms used but not otherwise defined herein shall have the meanings given to them in
15 the Motion.
16

17 4. Stapleton JSH’s professionals have a wealth of experience in providing operational
18 and property management services and enjoy an excellent reputation for services they have
19 rendered on behalf of debtors throughout the United States. Stapleton JSH has substantial
20 experience in matters of this size and complexity and has acted in similar capacities in many large
21 bankruptcy cases nationwide.
22

23 5. As Operations and Asset Manager, Stapleton JSH personnel and I will perform
24 the Operations and Asset Management Services and the Ancillary Services, as set forth in the
25 Motion and the Engagement Letter, which is attached to this Declaration as **Exhibit 1**. In
26 performing such services, Stapleton JSH will charge the Debtor the rates set forth in the
27 Engagement Letter.
28

1 6. The services to be provided by Ms. Itkin (as proposed Responsible Individual) and the
2 Operations and Asset Manager are distinct and complementary, and have been carefully structured
3 to avoid any duplication of effort—a concern that has been raised and taken seriously by all parties.
4 More specifically, as the Responsible Individual, Ms. Itkin is serving in a fiduciary, quasi-director
5 capacity and is solely responsible for exercising the executive powers and fulfilling the duties of the
6 Debtor as a debtor in possession under sections 1106 and 1108 of the Bankruptcy Code, as well as
7 Bankruptcy Local Rule 4002-1. These duties include supervising the Debtor’s affairs and
8 professionals, safeguarding estate assets, and ensuring compliance with the Debtor’s statutory and
9 fiduciary obligations, all in a manner consistent with her responsibility to act in the best interest of
10 creditors and the estate. However, the Debtor has no employees and is in immediate need of financial,
11 operational, and property management services. Thus, as the Debtor’s Operations and Asset
12 Manager, Stapleton JSH will serve at Ms. Itkin’s direction and perform day-to-day operational
13 matters as set forth in the Motion—such as financial reporting, rent collection, property oversight,
14 asset preservation, operational and professional fee budgeting, and the evaluation and implementation
15 of sale or financing strategies. My firm will also provide ancillary services under Ms. Itkin’s oversight
16 and subject to clear limits to avoid duplication of services. This structure reflects a deliberate and
17 thoughtful division of responsibilities: Ms. Itkin will maintain independent fiduciary oversight of the
18 Debtor’s affairs, while delegating operational execution and property management tasks to me and
19 my team, all to ensure efficiency, accountability, and the protection of estate value.

20
21
22
23 7. Stapleton JSH and the Debtor’s former counsel, Fennemore, signed an engagement
24 letter in January 2025, related to Ken Mattson and KS Mattson Partners, LP, and so has familiarity
25 with the Debtor’s property portfolio and is well placed to maintain and preserve the value of the
26 real estate assets and assist in developing a real estate monetization and disposition strategy,
27 working under the direction of Ms. Itkin and in conjunction with the Debtor’s other professionals.

1 8. Since its retention in January 2025 Stapleton JSH has created a master real estate
2 data base describing the characteristics of the individual properties. The characteristics include
3 property type and description, ownership, transactional information including sales or partial sales
4 of equity interests, detailed debt information, estimated values and operating information. Title
5 reports have been ordered and obtained for many of the properties. This information was also
6 analyzed and compared to similar information gathered by the professionals in the LeFever
7 Mattson chapter 11 cases.
8

9 9. Stapleton JSH team members inspected properties reputedly owned by Kenneth
10 Mattson or the Debtor and obtained debt information from the Debtor's lenders. Stapleton JSH
11 determined certain properties had fewer ownership and debt complications and thus were
12 potentially easier to monetize.
13

14 10. Stapleton JSH, working with the Debtor's former counsel, addressed numerous
15 property related issues that arose between its retention and the Relief Date, and accessed limited
16 and non-detailed Debtor bank account activity during that same period. Without contemporaneous
17 accounting records or outside verification, the banking information could only be confirmed
18 through discussions with the Debtor through counsel.
19

20 11. Stapleton JSH has begun to develop a potential sale and monetization strategy for
21 the sale of properties (subject to Court approval), and has created a cash flow budget for the
22 properties to support the bankruptcy process.
23

24 12. Immediately after the Relief Date, Ms. Itkin contacted me and my partner, David
25 Kieffer, and requested that Stapleton JSH provide operational and property management services
26 for the Debtor under her supervision and direction and Stapleton JSH has provided such services
27 since the Relief Date.
28

1 13. Stapleton JSH has reviewed an interested party list to determine any prior or present
2 representation of any known creditors or parties-in-interest. Moreover, Stapleton JSH will conduct an
3 ongoing review to ensure that no disqualifying circumstances arise, and if any new relevant facts or
4 relationships are discovered, Stapleton JSH will supplement its disclosure to the Court.

5
6 14. Except as discussed below, Stapleton JSH does not have any connections with the
7 Debtor, its creditors, any other party in interest, their respective attorneys or accountants, the
8 United States Trustee for the Northern District of California, or any person employed by the U.S.
9 Trustee. Further, Stapleton JSH's retention will not be adverse to the Debtor's estate.

10 15. As described above, prior to the Relief Date in January 2025, Stapleton JSH was
11 signed an engagement letter with Debtor's former counsel, Fennemore, to provide advisory
12 services related to Ken Mattson and the Debtor. While Fennemore represented both the Debtor
13 and Mr. Mattson individually, Stapleton JSH interacted primarily with Fennemore and had only
14 limited direct interactions with Mr. Mattson. Indeed, I do not believe Stapleton JSH received any
15 confidential information from Mr. Mattson in his individual capacity and I believe that all
16 information and documents it has received related to this matter constitute information and/or
17 documents properly belonging to KS Mattson Partners, LP; constitute information and/or
18 documents obtained from third parties; or constitute information and/or documents that are or were
19 otherwise publicly available.
20
21

22 16. Stapleton JSH and Fennemore agreed to terminate the January 2025 engagement
23 letter, effective as of the Relief Date. Moreover, Fennemore and Ken Mattson have subsequently
24 waived conflicts related to Stapleton JSH's continued involvement with the Debtor in writing to
25 the fullest extent permitted by law.

26 17. Stapleton JSH received a retainer of \$50,000 from the Debtor upon its engagement
27 in January 2025. Stapleton JSH subsequently received additional payments of \$30,000 on account
28

of invoices prior to the Relief Date. As of the Relief Date, Stapleton JSH held the retainer of \$50,000 and was owed \$276,172.43 on account of fees and expenses incurred prior to the Relief Date. Upon approval of the Motion, Stapleton JSH proposes to apply the \$50,000 retainer to its invoice(s) issued prior to the Relief Date. Moreover, Stapleton JSH reserves the right to file a gap claim for any unpaid invoices for fees and expenses incurred prior to the Relief Date.

18. Stapleton JSH seeks to be compensated at the following hourly rates:

Professional	Hourly Billing Rate
Senior Managing Directors	\$595 - \$995
Senior Advisors	\$575 - \$850
Managing Directors	\$545 - \$725
Senior Directors	\$495 - \$625
Directors & Associate Directors	\$475 - \$525
Vice Presidents & Sr. Associates	\$325 - \$475
Consultants & Sr. Consultants	\$225 - \$375
Analysts/Associates	\$195 - \$375
Administrative Staff	\$175 - \$275

19. For this assignment, the hourly rate of Stapleton JSH team leaders Mike Bergthold and David Kieffer is \$595. Additional team members will be charged at the lower end of the relevant range according to their role.

20. I joined J.S. Held in October of 2024 as part of J.S. Held's acquisition of the Stapleton JSH.

21. I have over 30 years of experience advising public and private companies on strategy, operations, finance, and accounting. I have served as CFO, CRO, financial advisor,

1 interim executive, or strategic board member for companies in financial distress or transition,
2 transforming complex problems into actionable plans, driving immediate and measurable positive
3 results.

4 22. I have significant experience designing and implementing restructuring strategies,
5 securing and maintaining valuable real property assets, leading capital raises, and negotiating with
6 lenders and investors. I guide clients through complex legal processes in both formal and informal
7 reorganizations, helping them become renewed, recapitalized, and viable business enterprises by
8 uniting disparate creditor and investor groups.

9 23. As an interim CEO, CFO, president, or director, I have guided management teams
10 and stakeholders through strategic planning, budgeting and forecasting, complex negotiations, and
11 recapitalizations. My industry experience includes real estate, food and beverage production,
12 agriculture, construction, diagnostic laboratories, manufacturing, professional services,
13 transportation, and IT services.

14 24. Additionally, my colleague, David Kieffer, will assist in this matter as a specialist
15 in Real Estate and Business Operations related to workout situations, receivership actions, and
16 bankruptcy filings. He acts as a consultant and a Real Estate and Business Manager to lenders and
17 bankruptcy creditor committees in distressed businesses and real estate. He is experienced in
18 business evaluations, financial and market analysis, loan and government contract negotiations,
19 including State and Federal regulatory agencies, refinancing, project staffing, project servicing,
20 negotiation of short-term and long-term contracts, and securing and maintaining valuable real
21 property assets. His experience spans commercial and industrial buildings, multi-family housing,
22 retail spaces, mixed-use projects, senior housing, raw land, and agricultural properties, among
23 others.

25. Stapleton JSH has also managed several larger real property portfolios, with portfolios ranging from \$50 million to \$150 million and comprised of 30 to 100 separate real property assets, each with independent business plans. Some of these cases have also required reconstructing books and records to determine the true financial condition of the entities.

26. Federal regulatory agencies have retained Stapleton JSH as receiver and in other fiduciary roles in numerous real estate ponzi or ponzi-like schemes, including appointing Stapleton JSH as receiver of a multi-project real estate developer in Northern California.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 17 day of July, 2025.

/s/ Mike Bergthold
Mike Bergthold

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Exhibit 1

Stapleton Engagement Letter



STAPLETON
GROUP

A PART OF JS|HELD

515 South Flower Street, 18th Floor
Los Angeles, CA 90071 | US
+1 213-235-0600
www.stapletoninc.com

July 15, 2025

KS Mattson Partners, LP, a California Limited Partnership as Debtor and Debtor-In-Possession
Robbin L. Itkin
Court Appointed Responsible Individual

ATTN: Robbin L. Itkin

Via email: robbin@robbinittkinsolutions.com

RE: Engagement as Operations and Asset Manager ("Asset Manager")

Dear Ms. Itkin:

This letter confirms and sets forth the terms and conditions of the engagement, effective as of June 9, 2025, between Stapleton Group, a part of JS Held LLC ("J.S. Held" or "SG" or "We"), and KS Mattson Partners, LP, a California Limited Partnership (the "Debtor", "KSMP" or the "Company") regarding the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below, this letter will constitute an agreement between the Company and SG (the "Parties").

We are pleased to submit this proposal for SG to provide operations and asset management services to the Client through Mike Bergthold and David Kieffer, who will oversee this engagement, and with your prior approval, the services of employees of subsidiaries or affiliates of SG and/or select independent contractors ("additional SG personnel") that may be necessary. Messrs. Bergthold and Kieffer and the additional SG personnel, if any, are referred to collectively as "SG Personnel". Generally, the engagement of SG shall be subject to the direction of the Responsible Individual, Ms. Robbin L. Itkin.

This letter (the "Engagement Letter"), together with the Standard Terms and Conditions (the "Standard Terms") annexed hereto and incorporated by reference (collectively, the "Agreement"), sets forth the agreed-upon terms of our engagement by the Parties (the "Engagement").

By executing this letter, KSMP shall engage SG to provide business advice, operational services, property management services, and consultation services to the Company. We will work with the Company to implement the most appropriate strategies to achieve your objectives. Our services ("Services") may include, but not be limited to, the following areas:

Find your expert™



Operations and Asset Management Services

- Lead all requirements of the Debtor's real estate portfolio, including rent collection, property oversight, asset preservation, analysis and implementation of asset sales, transaction management, and review of potential financing opportunities.
- Manage real property leases, including reviewing and canceling, reaffirming, or issuing leases,
- Create accounting and related systems and provide full-service accounting, cash management, and banking oversight. Assess cash and banking controls within existing loan agreements.
- Lead all property management and operations, including, but not limited to, collecting rents, paying approved expenses, and creating a financial reporting system to support regular reporting and the population of Monthly Operating Reports.
- Coordinate and provide oversight of SG Personnel leading services related to the Debtor's real estate portfolio, including rent collection, property oversight, asset preservation, analysis and implementation of asset sales and review of potential financing opportunities.
- Oversee services of collecting rents, paying approved expenses, and creating a financial reporting system to support regular reporting and the population of Monthly Operating Reports.
- At direction of the Responsible Individual, supporting other professionals in performing their duties.
- Transition and manage ongoing construction and rehabilitation activities if needed. Coordinate with contractors and vendors to ensure cost-effective and timely completion.
- Analyze capital structure by project or entity and discuss financing and recapitalization options with the Responsible Individual.

Ancillary Services

Along with the Operations and Asset Management Services, SG will also provide limited, discrete ancillary services in order to effectuate and support the Operations and Asset Management Services.



SG's work will be billed at hourly rates plus agreed-upon reasonable and customary out-of-pocket expenses. Hourly rates are based on the experience and skills of the personnel involved. The current SG hourly rates by professional level are as follows:

Senior Managing Directors	\$595 - \$995
Senior Advisors	\$575 - \$850
Managing Directors	\$545 - \$725
Senior Directors	\$495 - \$625
Directors & Associate Directors	\$475 - \$525
Vice Presidents & Sr. Associates	\$325 - \$475
Consultants & Sr. Consultants	\$225 - \$375
Analysts/Associates	\$195 - \$375
Administrative Staff	\$175 - \$275

My hourly billing rate is currently \$595 per hour, and Mr. Kieffer's current billing rate is \$595 per hour. Travel time will be billed at 50%.

You acknowledge that in the course of providing the Services, it may become necessary for SG to engage third parties or independent contractors to ensure the successful completion of the Services. SG will ensure that such third parties or independent contractors are suitably qualified and experienced to perform the services and that they comply with the terms and conditions of this agreement, and acknowledges that any such services may be subject to prior Bankruptcy Court approval.

Confidentiality. SG shall keep as confidential all non-public information received by it in conjunction with this engagement, except (i) as requested by the Company or its legal counsel, (ii) as required by legal proceedings, or (iii) as reasonably required in the performance of this engagement and all obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is or becomes public other than as a result of a breach of this provision.

Independent Contractor. The Asset Manager is an Independent Contractor and not an employee of the Company.

If the foregoing is acceptable to you, please sign this letter, initial the terms and conditions, and return it to me. This Agreement will be effective as of June 9, 2025 (the "Effective Date"). If you have any questions, please call me at (213) 235-0601.

We appreciate the opportunity to work for you and look forward to your prompt response.



STAPLETON
GROUP

A PART OF JS HELD

June 16, 2025

025
Page 4 of 11

Very truly yours,

STAPLETON GROUP, A PART OF J.S. HELD LLC

Mike Bergthold
Senior Managing Director

AGREED AND ACCEPTED ON BEHALF OF:

Ms. Robbin Itkin

Responsible Individual

KSMP KS Mattson Partners, LP, ("Company")

By: _____

Name: _____

Title: _____

Date: _____

ROBBIN ITKIN

Responsible Individual

7/16/2025



Standard Terms & Conditions

The terms and conditions set forth below (the “Standard Terms”) are incorporated by reference into the foregoing Engagement Letter by and between the Company and SG (the Engagement Letter, together with the Standard Terms, the “Agreement”).

FEES AND EXPENSES

1. **Invoices.** SG will provide an invoice for Services to the Company monthly or semi-monthly (the “Invoice”). Each Invoice will provide sufficient details identifying the Services and the Reimbursable Expenses incurred.
2. **Payment for Services/Invoices.** As provided in the Engagement Letter, SG shall submit invoices on a monthly or semi-monthly basis. Payment of each Invoice is subject to bankruptcy court approval. If any invoice is approved by the bankruptcy court but not paid in full when due, you agree that SG has the rights and options, in its discretion until all outstanding Invoices are paid in full: (i) to suspend or terminate Services and/or (ii) withhold delivery of Services, testimony, Deliverables (as defined herein), reports or data (written or oral) in which event you agree that SG will not be liable for any resulting losses, damages or expenses in connection with or resulting from such suspension, withholding or termination of Services or any delay in completion of or performance of the Services or compliance with any deadlines or timelines related to the Services. Notwithstanding anything else contained in this paragraph 2 or herein, SG understands its retention and the payment of its fees shall be subject to bankruptcy court approval.
3. **Adjustment of Hourly Rates.** In the ordinary course of business, SG revises the hourly rates of SG Professionals set forth in the Engagement Letter (the “Hourly Rates”) to reflect changes in responsibilities, increased experience, geographical differentials and increased costs of providing the Services (collectively, the “Adjusted Rates”). The Company agrees to pay the Adjusted Rates to the extent reasonable, as and when same are implemented.
4. **Reimbursable Expenses.** SG will be reimbursed timely by you for any and all reasonable and documented, actual out-of-pocket expenses incurred in connection with or related to the Services, including but not limited to airfare, hotel, car rental, photocopying charges, telephone calls, postage, shipping, meals, report preparation, delivery services, and other costs (collectively, the “Reimbursable Expenses”).
5. **Information, Access to Information.** The Company shall use reasonable efforts to: (i) provide SG with access to the Company’s management and other representatives of the Company, if any; and (ii) furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company available to the Company in connection with and in furtherance of their performance of the Services. Except where SG has been tasked with reconstructing books and records, SG shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and all information that is furnished to SG by or on behalf of the Company and otherwise revised by SG in connection with the Services. Where SG has been tasked with reconstructing books and records, or has otherwise been informed that the Company is not in possession of complete information necessary for a particular project, SG shall use commercially reasonable efforts to independently verify the accuracy and completeness of any information provided to it. The Company acknowledges and agrees that other than as set forth herein, SG is not responsible for the accuracy or completeness of such information and shall not be responsible to the Company or any third party for any inaccuracies or omissions therein. SG is under no obligation to update data submitted to SG or to review any other areas of the Company’s business or operations unless specifically set forth in the Engagement Letter or as mutually agreed by and between the Company and SG in writing. The source of such information, whether the Company’s management or other third party, as the case may be, shall be responsible for any and all financial information provided to SG pursuant to this Agreement. The Company shall use reasonable skill, care and attention to ensure that all known and available information and documentation we may reasonably require is provided to us on a timely basis and is, to the best of the Company’s knowledge, accurate and complete and relevant for the purpose for which it is required. The Company shall also notify SG promptly if it subsequently learns that the information provided is outdated, incorrect or inaccurate or otherwise should not be relied upon, and, in addition, you may not rely upon any Deliverable that contains outdated, incorrect or inaccurate information which you know or have reason to believe is outdated, incorrect or inaccurate.



6. Cooperation and Responsibility. The Company shall cooperate with SG in the performance of the Services. The Company shall be responsible for, among other things: (a) the performance of its personnel and agents, (b) designating a competent, responsible person to oversee the Services, (c) evaluating the adequacy and results of the Services, (d) accepting responsibility for the results of the Services, and (e) establishing and maintaining internal controls, including monitoring ongoing activities, SG's performance is dependent upon the timely and effective satisfaction of the Company's responsibilities hereunder and timely decisions and approvals of the Company in connection with the Services.

7. Forward Looking Statements. You understand that the Services may include the preparation of projections and other forwarding-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections and statements. Moreover, SG will be relying upon information provided by the Company in the preparation of those projections and other forward-looking statements and is not responsible for any variances from the projections and other forward-looking statements.

8. Deliverables. The tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") are complete only when presented in their entirety and only for the purpose stated therein. Furthermore, (i) neither the Services nor any Deliverables, in whole or in part, shall constitute a fairness or solvency opinion, (ii) SG will not provide any legal advice or address any questions of law, and (iii) the performance of the Services does not constitute an audit conducted in accordance with generally accepted auditing standards, an examination of internal controls, or other attestation or review services in accordance with standards, established by the American Institute of Certified Public Accountants ("AICPA"), the Public Companies Accounting Oversight Board (the "PCAOB"), or other state or federal professional or regulatory body. Upon full payment to SG hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified in Deliverables shall become the property of the Company.

LIMITATIONS ON SERVICES

9. Use and Purpose of Advice and Deliverables. Any advice given, communications (oral or written), report or Deliverable issued by SG is provided solely for the use and benefit of the Company and only in connection with the Services. Unless required by law or with the prior consent of SG, the Company shall not share or disclose any advice given, communication, report or Deliverable to any third party (a "Third Party") or refer to the Services. Neither the Services nor any Deliverables are intended for the express or implied benefit of any Third Party. Unless otherwise agreed to in writing by SG, no Third Party is entitled to rely in any manner or for any purpose on the Services or Deliverables. Regardless of whether consent has been provided by SG or disclosure is mandated as a matter of law or disclosure is made in violation of the Standard Terms, under no circumstances shall SG assume any responsibility to any Third Party to whom any such advice, communication, report or Deliverable is disclosed or otherwise made available. The Services and this Engagement do not create privity between SG and any Third Party.

10. No Audit, Review or Compilation. The Company acknowledges and agrees that SG is not being retained to, and SG Personnel are not being requested to, perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA, the SEC or other state or federal professional or regulatory body.

11. No Assurances. The Services will not result in the issuance of any written or oral communications by SG to the Company or any Third Party expressing any opinion, conclusion, or any other form of assurance with respect to, among other things, accounting policies, financial data, financial statements and related footnotes, appropriate application of generally accepted accounting principles, disclosure, operating or internal controls, compliance with the rules and regulations of the SEC or the PCAOB, compliance with the Sarbanes-Oxley Act of 2002 and related rules and regulations, or any other matters our services cannot be relied upon to disclose errors or fraud should they exist. The Services to be provided by SG will not include any predictions or provide any opinions or other assurances concerning the outcomes of future events, including, without limitation, those that pertain to the operating results of any entity, the achievability of any business plan, the success of any investment, the recovery of any asset, or the ability to pay any debt. The Company expressly acknowledges that SG does not guarantee, warrant, or otherwise provide any assurances regarding the outcome of any of the Company's strategies or objectives as set forth in this Agreement. The undersigned expressly acknowledge and agree that Financial Advisor does not guarantee or warrant any specific results or outcome, or otherwise provide assurance that information provided to Company will produce any defined result in litigation or other context.



12. No Assessment of Other Professionals Work. The Services may include access to the work of other professional advisors or to financial statements or financial information or data reported on by such other professional advisors. The Company agrees that, unless otherwise provided in this Engagement Letter or agreed to by the Company and SG, such access is not for the purpose of affirming or evaluating the procedures or professional standards used by such other professional advisors may perform procedures concerning the same information or data, and perhaps the same accounts and records, and reach different observations than SG for a variety of reasons, including the possibilities that additional or different information or data might be provided to them that was not provided to SG, that they might perform different procedures from SG, or that professional judgments concerning, among others, complex, unusual, or poorly documented matters may differ.

13. Strategic Decisions. SG will not assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction, SG shall be responsible for implementation only of the Services and only to the extent and in the manner directed and authorized by the Company.

14. Limitations on Warranties. This is a services engagement. SG warrants that it shall perform the Services in good faith and with due professional care. SG DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

15. Limitations on Damages. SG, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the Company for any claims, liabilities, or expenses relating to this Engagement ("Company Claims") for an aggregate amount in excess of the fees paid to SG pursuant to this Engagement, except to the extent resulting from the gross negligence, bad faith or intentional misconduct of SG or its subcontractors. In no event shall SG, its subsidiaries or subcontractors, or their respective personnel be liable to Companies for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Company Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damages, or expense relating to this engagement. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, you agree that the aggregate liability of SG, its subsidiaries and subcontractors, and their respective personnel for any Company Claim shall not exceed an amount that is proportional to the relative fault that the conduct of SG and its subcontractors bears to all other conduct giving rise to such Company Claim.

16. Expert Witness Services. Unless specifically included in the description of Services contained in the Engagement Letter, it is understood that the engagement of SG to provide services as an expert witness, with respect to written reports, testimony or otherwise, in connection with or related to any administrative or judicial proceeding, or perform any level of related investigation (collectively, "Expert Witness Services"), is excluded from the definition of Services in this Agreement.

17. No Expert Advice on Securities Matters. SG is not an expert under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, and will not consent to be a named expert in any of the Company's filings with the SEC under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or otherwise.

INDEMNIFICATION

18. Indemnification, Generally. As part of the consideration for SG to furnish the Services, the Company agrees to indemnify and hold harmless SG and its owners, partners, members managers, officers, directors, agents and any successors or assigns thereof (each, an "SG Indemnified Party") to the fullest extent lawful from any and all claims, liabilities, losses, damages, debts, judgments and/or expenses or actions (collectively "Indemnified Claims") in respect thereof, incurred, related to or arising out of or in connection with the Services, the Engagement and/or this Agreement, including, without limitation, any and all such SG Indemnified Parties' reasonable costs, fees and expenses incurred in connection with investigating, preparing, defending, or settling any Indemnified Claim arising from or relating to such liabilities, including all such SG Indemnified Parties' reasonable legal fees and expenses; provided, however, that if it is found in a final and non-appealable judgment by a court of competent jurisdiction that any loss, claim, damage or liability of Stapleton JSH is the direct result of gross negligence, willful misconduct or actual (not constructive) fraud of SG, SG shall repay such portion of the reimbursed amounts that is attributable to legal fees and expenses incurred solely in relation to such loss, claim, damage or liability. The indemnity and expense reimbursement obligations set forth herein (i) shall survive the completion of the Engagements, as amended, modified or extended, and/or the termination of this Agreement, and (ii) shall be binding on any successor or assign of the Company and its successors or assigns.



RELATIONSHIP OF THE PARTIES

19. Independent Contractor. Except as set forth in this Agreement, SG as an independent contractor under this Agreement. This Agreement is not intended to create and does not create an employment agreement. No one on behalf of SG, nor any members, managers, directors, employees, agents, independent Financial Advisors for contractors thereof, shall be considered to be a director, officer, member, manager, partner, control person, employee, representative, agent, or Insider of companies unless expressly agreed to in a writing signed by SG. As an independent contractor SG will have exclusive control over the management and operation of SG, including hiring and paying the wages or other compensation of its Personnel.

20. No Fiduciary Relationship. Except as set forth in this agreement, nothing in this agreement is intended to create, or shall be deemed or construed to create a fiduciary relationship between the Company and SG, including without limitation, the Company's board, directors, officers, authorizing officer, members, managers, Partners, control persons, shareholders, employees, Representatives, agents, or creditors, on the one hand and SG, SG personnel affiliated, Financial Advisors, directors, officers, members, managers, Partners, control persons, shareholders, employees, Representatives, attorneys, agents, successors and assigns on the other hand.

21. No Agency Relationship. Except as set forth in the screen at the services are not intended to and do not create the agency relationship between companies and SG.

22. No Tenancy Created. If SG is provided with access to or use of company's facilities for the purpose of Performing the services such facilities may not be dedicated solely for SG's use and SG will not be deemed a tenant of companies with respect to such facilities.

23. Non Exclusivity. SG may provide any services to any person or entity in matters for engagements unrelated to this agreement, and to develop for itself, or for others, any materials or processes, including those that may be similar to those produced as a result of the services, provided that SG complies with the obligations of confidentiality set forth your under.

CONFLICTS

24. Present and Future Conflicts. SG has disclosed its prior engagement letter with Fennemore Craig, P.C. related to Ken Mattson and Debtor and has obtained conflict waivers from both Fennemore Craig, P.C. and Ken Mattson. By signing the Agreement the Debtor hereby provides a limited conflict waiver related to SG's prior engagement letter with Fennemore Craig, P.C. related to Ken Mattson and Debtor, solely to the extent of the facts and circumstances disclosed in SG's application for employment in the bankruptcy court. To the extent that a conflict exists or may in the future exist related to SG's prior engagement letter with Fennemore Craig, P.C. on account of facts or circumstances not disclosed in SG's application for employment in the bankruptcy court, and thereby not disclosed to the Responsible Individual on behalf of the Company, that conflict is not hereby waived. Further, SG agrees to regularly perform continued conflicts and connections searches and update, if appropriate, its disclosures of same to the Bankruptcy Court and interested parties. Should any potential conflict come to the attention of SG, we will endeavor to resolve such potential conflict and will determine what action needs to be taken. Subject to its ethical obligations, SG reserves the right to accept unrelated engagements with other parties consistent with its internal, prior practices and with appropriate disclosures to the Bankruptcy Court and interested parties.

CONFIDENTIALITY

25. Duty to Maintain Confidentiality. SG shall keep as confidential all non-public information received in conjunction with the Engagement, except (1) as requested by the Companies or its legal counsel; (ii) as reasonably required by legal proceedings (iii) as reasonably required in the performance of the Engagement to the extent that such disclosure is (a) reasonably determined by the SG to be furtherance of its duties to Companies.

26. Disclosure. To the extent that, in connection with this Engagement, either party (each, the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"). It will not disclose such information to any third party without the disclosing party's consent using at least the same degree of care as it employs in maintaining in confidence



its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (1) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Clause; (ii) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (iii) to the extent such information (a) is or becomes publicly available other than as a result of a disclosure in breach hereof, (b) becomes available to the receiving party on a non-confidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (c) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (d) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Clause shall alter the Company's obligations under any other Clause. SG, however, may use and disclose any knowledge and ideas acquired in connection with the Services, to the extent they are retained in the unaided memory of its personnel. Further, SG and its affiliates and related entities shall have the right to use the Company's name as part of a general Company listing and as a specific citation in proposals or similar directed marketing efforts.

27. Subject Tax Planning Advice. No term of this Agreement is or is to be construed as a condition of confidentiality within the meaning of PCAOB Release 2005-014, Internal Revenue Code Sections 6011 and 6111 or the regulations thereunder, any related Internal Revenue Service guidance, or any other similar law, with respect to any Services, Deliverables or other materials of any kind provided hereunder relating to the tax treatment or tax structure (collectively referred to as "Subject Tax Planning Advice"). Notwithstanding anything herein to the contrary, no provision of the Agreement shall place any limitation on the Company's disclosure of any Subject Tax Planning Advice. In the event of any unauthorized reliance on any Subject Tax Planning Advice by a Third Party, the Company agrees to indemnify and hold harmless SG, its subcontractors, and their respective personnel from any and all claims of a Third-Party, liabilities, costs, and expenses, including attorneys' fees and expenses as provided for in the "Indemnification" Section of the Standard Terms.

TERMINATION

28. Termination with Notice. In addition to the provisions of paragraph 2 of these Standard Terms, any party to this Engagement may terminate the Engagement upon thirty (30) days' prior written notice to the other party(ies). Upon receipt by the non-terminating party of such written notice, SG will stop all work immediately. Upon any termination of this Engagement, and subject to bankruptcy court approval, SG shall be entitled to all incurred and unpaid fees for Services, other fees and expenses described in the Agreement.

29. Termination at Completion of Engagement. Unless terminated sooner as set forth herein, this Agreement shall terminate upon (i) the completion of the Services and the Engagement, and (ii) the payment in full of all outstanding Invoices.

MISCELLANEOUS

30. Collection Costs. If an action or proceeding is commenced by SG to collect any Invoice, fee, Reimbursable Expense or cost or enforce any other obligation of the Company under this Agreement whether commenced during or after termination of this Agreement (an "Enforcement Action"), the Company agrees to pay and reimburse SG for all reasonable time, administration costs and expenses, including attorneys' fees, costs and expenses incurred in connection with such Enforcement Action, subject to bankruptcy court approval.

31. Misc. Fees, Expenses & Costs. SG will be compensated for time and expenses, including attorneys' fees, costs and expenses, that SG may incur in connection with the Services (whether during the Engagement or after termination of this Agreement) with respect to the responding discovery requests, subpoenas or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, arbitration, or other proceeding (including, without limitation, those unrelated to the matters that are subject to this Engagement) as a result of or in connection with the Services, the Engagement or this Agreement.

32. Survival and Interpretation. All provisions which are intended by their nature to survive performance of the Services and/or the termination of this Agreement, shall survive such performance, or the expiration or termination of this Agreement and remain an independent obligation of the Company and of SG. Each of the provisions of these terms shall apply to the fullest



extent of the law, whether in contract, statute, common law, or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term “including” shall be deemed to be followed by “without limitation.”

33. Assignment. Except as provided in this Agreement, neither party may assign any of its rights or obligations hereunder (including interests, Claims or the Company Claims) without the prior written consent of the other party, provided that either party may assign this Agreement, without consent, to any person or entity into which such party has merged or which has otherwise succeeded to all, or substantially all, of its stock, business or assets to which this Agreement pertains, by merger, consolidation, reorganization or otherwise.

34. Severability. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions shall remain in effect.

35. Successors and Assigns. This Agreement shall be binding upon SG and the Company together with their respective heirs, successors, and assignees and any heir, successor, or assignee of a substantial portion of its stock, businesses and/or assets.

36. Entire Agreement; Bankruptcy Court. Subject to the terms of any order entered by a court of competent jurisdiction presiding over the assets of the Company pertaining to and governing SG’s performance of the Services or the Engagement, this Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the parties. This Agreement replaces and supersedes any previous proposal, draft letter of engagement, communication (oral or written), undertaking, representation, or correspondence – whether written or oral, regarding the Services.

37. Limited Disclosure of Engagement. Notwithstanding anything herein to the contrary, SG may reference or list the Company’s name and/or logo and/or a general description of the Services in SG’s marketing materials, media, social media, website or in any disclosure to a court of law as appropriate.

38. Force Majeure. No party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

39. Counterparts. This Agreement may be executed in counterparts, each of which together shall constitute one and the same document. This Agreement may be executed by facsimile signatures or signatures forwarded by email.

40. No Waiver. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a direct or indirect waiver thereof.

41. Waiver of Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT AND THE SERVICES.

42. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California (without giving effect to the choice of law principles thereof). Any action based upon or arising out of this Agreement shall be brought and maintained exclusively in any state or federal court, in each case located in the State of California. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum.

43. Bankruptcy Filing. The Company shall apply promptly to the presiding court pursuant to applicable rules and regulations and procedural guidelines for approval of this Agreement, effective as of the date of entry of the order for relief. The Company shall endeavor to obtain an order of the Bankruptcy Court authorizing SG’s retention under the terms of this Agreement by way of an order is reasonably acceptable to SG in all material respects. SG acknowledges and accepts that in the event that the Bankruptcy Court approves its retention by the Company, payment of SG’s fees and expenses, including, but not limited to, those



fees and expenses described in paragraphs 2, 3, 4, 30, and 31 herein, shall be subject to (i) the jurisdiction and approval of the court, (ii) any applicable fee and expense guidelines and/or bankruptcy court order(s), and (iii) any other requirements imposed by the Bankruptcy Court. If the Company obtains debtor-in-possession financing, the Company shall use commercially reasonable efforts to seek to obtain appropriate "Carve-outs" from such debtor-in-possession financier to cover all budgeted fees and expenses. The Company shall consult with SG as to the amount of "carve-out" for SG's fees and Reimbursable Expenses. In the context of a bankruptcy filing, "Reimbursable Expenses" shall include, to the extent approved by the Bankruptcy Court, any and all SG Professional time, attorneys' fees, costs and expenses incurred by SG in reviewing obtaining Bankruptcy Court approval of this Agreement and submitting fee statements and/or applications to the Bankruptcy Court or filing or submitting other related pleadings or documents.