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                      UNITED STATES BANKRUPTCY COURT
                     NORTHERN DISTRICT OF CALIFORNIA
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    In Re:
                                    ) Case No. 24-10715
 4
                                      Chapter 11
 5
    KS MATTSON PARTNERS, LP
 6
                         Debtor.
 7
    In Re:
                                    )Case No. 24-10545
8
    LEFEVER MATTSON, A CALIFORNIA )
    CORPORATION, ET AL.,
                                    ) Oakland, California
 9
                                    ) Friday, July 25, 2025
                          Debtor.
                                    ) 12:30 PM
10
                                      1. MOTION OF THE OFFICIAL
11
                                      COMMITTEE OF UNSECURED
                                      CREDITORS FOR SUBSTANTIVE
12
                                      CONSOLIDATION OF DEBTOR
                                      LEFEVER MATTSON (24-10545)
13
                                      AND KS MATTSON PARTNERS, LP
                                      (24-10715) AND FOR RELATED
14
                                      RELIEF. [157]
                                      CONT'D FR 7/18/25
15
                                      2. MOTION OF DEBTOR FOR ENTRY
16
                                      OF AN ORDER (I) EXTENDING
                                      TIME TO FILE SCHEDULES OF
17
                                      ASSETS AND LIABILITIES,
                                      STATEMENTS OF FINANCIAL
                                      AFFAIRS AND LIST OF EQUITY
18
                                      SECURITY HOLDERS, AND (II)
19
                                      SUSPENDING THE
                                      NONGOVERNMENTAL BAR DATE.
20
                                      [149]
                                      CONT'D FR 6/24/25, 7/18/25
21
                                      3. STATUS CONFERENCE. [200]
2.2
                        TRANSCRIPT OF PROCEEDINGS
23
                   BEFORE THE HONORABLE CHARLES NOVACK
                      UNITED STATES BANKRUPTCY JUDGE
24
    APPEARANCES:
25
    For LeFever Mattson, a
                                 THOMAS B.
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Case: 24-10715 Doc# 241 Filed: 07/29/25 Entered: 07/2 59105452507310000

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		4	1
1	-	the core Core	
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7	For KS Mattson Partners, ERIN N. BRAD	Y, ESQ. (VIA ZOOM)	
8	Hogan Lovel	LLY, ESQ. (VIA ZOOM) ls US LLP of the Stars	
10	Suite 1400		
11	(310)785-46		
12	Also Present: Robbin Itkin	(Via Zoom) Individual for KSMP	
13	3		
14	4		
15	5		
16	5		
17	7		
18	United Stat	es Bankruptcy Court	
19	Oakland, CA		
20			
21	eScribers,	LLC	
23	Suite #207		
24	(800) 257-0		
25	Proceedings recorded by electronic soun		

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1
          OAKLAND, CALIFORNIA, FRIDAY, JULY 25, 2025, 1:05 PM
 2
                                 -000-
        (Call to order of the Court.)
              THE CLERK: Your Honor, this is your specially set
 4
 5
    hearing for the 12:30 calendar for LeFever Mattson, a
    California corporation. Your Honor, do you want also to call
 6
7
    the KSMP matters or --
8
             THE COURT: Yeah.
9
             THE CLERK: Okay, Your Honor. Thank you.
             Line item number 2, Your Honor. KS Mattson Partners,
10
    LP.
11
12
             THE COURT: What is going on here? Give me a second.
13
    Okay. Let's first appearances in the LeFever Mattson matter.
             MS. SILVEIRA: Good afternoon, Your Honor. Dara
14
15
    Silveira, Keller Benvenutti Kim, on behalf of the debtors.
16
             MR. RUPP: Good afternoon, Your Honor. Thomas Rupp of
    Keller Benvenutti Kim on behalf of the debtors.
17
18
             MS. GRASSGREEN: Good afternoon, Your Honor. Debra
    Grassgreen, Pachulski Stang Ziehl & Jones, on behalf of the
19
20
    LeFever Mattson creditors committee.
             MR. ROSELL: Good morning, Your Honor -- or afternoon,
21
22
    Your Honor. Jason Rosell, Pachulski Stang Ziehl & Jones, on
23
    behalf of the committee.
24
             MR. GOLDEN: Good afternoon, Your Honor. Steve
25
    Golden, Pachulski Stang Ziehl & Jones, also on behalf of the
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6
    committee.
1
 2
             MR. FICKS: Good afternoon, Your Honor. Gregg Ficks,
    Coblentz Patch Duffy & bass, for Timothy LeFever.
 3
             MR. GRADMAN: Good afternoon, Your Honor. Isaac
 4
 5
    Gradman from the Perry Johnson law firm on behalf of opposing
 6
    creditors to the motion.
 7
             THE COURT: Mr. Cohen, go ahead.
8
             MR. COHEN:
                         Thank you, Your Honor. Ted Cohen and also
9
    Jeannie Kim of Sheppard Mullin for creditor Socotra Capital.
             MR. FERNANDEZ: Good morning, Your Honor. Reno
10
    Fernandez and Mirabella Subramanian of Bender Malta Harris &
11
    Rome-Banks for Sher and Sam Haley, creditors.
12
13
             MR. KAPLAN: Good afternoon, Your Honor. Robert
    Kaplan for Umpqua Bank.
14
15
             MS. KUTSURIS: Good morning, Your Honor. Mikayla
16
    Kutsuris for Monley Hamlin, Inc.
             MR. EGAN: Good afternoon, Your Honor. Daniel Eagan
17
    appearing on behalf of the Chase 1992 Family Trust.
18
19
             MR. BOSTICK: Good afternoon. Mark Bostick, appearing
20
    on behalf of Ken Matson.
21
             MR. KELLY: Good afternoon, Your Honor.
22
             THE COURT: Mr. Day, you make an appearance?
23
             I'm sorry. Go ahead.
24
             MR. KELLY: Yeah. Thomas Kelly for the Burgess and
25
    Andrew trusts, Your Honor.
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7
                       Jared Day for the United States Trustee.
1
             MR. DAY:
             THE COURT: Anyone else?
 2
 3
             MS. BRADY: Good afternoon, Your Honor. Aaron Brady
    appearing for KSMP. And I'm with Robbin Itkin, who's the
 4
    responsible individual for KSMP.
 5
 6
             THE COURT: Okay. Now, anyone making an appearance in
7
    the KSMP case that hasn't?
             MR. MCNEILLY: Good afternoon, Your Honor. Edward
8
9
    McNeilly from Hogan Lovells. I'm with Ms. Brady also on behalf
    of KSMP in both matters.
10
             THE COURT: Yeah.
11
12
             MR. MCNEILLY: Thank you, Your Honor.
13
             THE COURT: Okay. Mr. Rosell, thank you for the
    agenda.
             It was helpful.
14
15
             MR. ROSELL: Your Honor, Your Honor.
             THE COURT: Let's try and deal with, I guess, the more
16
    straightforward matters. So today was a -- so I've got a
17
18
    withdrawal of the interdebtor lending motion, correct?
             MR. ROSELL: Correct, Your Honor.
19
             THE COURT: I have a briefing schedule for the Kelly
20
    Benvenutti fee application. And again, the agenda notice lays
21
    out a timeline.
22
23
             Is that correct, Mr. Day?
24
             MR. DAY:
                       That is correct, Your Honor.
25
             THE COURT: Okay. And I can adopt that timeline, Mr.
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8
1
    Rosell?
             MR. ROSELL: No opposition from the committee, Your
 2
 3
    Honor.
             THE COURT: Okay. I just want to remind everyone
 4
 5
    that, again, I don't think the U.S. Trustee objected to your
    fees; is that correct?
 6
7
             MR. RUPP: Your Honor, we filed a notice of a
8
    voluntary reduction --
9
             THE COURT: Voluntary reduction. Right.
             MR. RUPP: -- of -- of a small amount, but we did not
10
11
    file an opposition.
12
             THE COURT: Yeah. Yeah, right. I was the one who --
13
    I think the -- I think was the Court that raised objections.
    And obviously, the briefs have got to address that. And again,
14
15
    I'll make the observation, that, again, if I haven't made it
16
    before, that a significant portion of the work done by Keller
    Benvenutti, I don't think there's much, again, was done on
17
18
    behalf of the collective whole.
             The sales, I mean, the -- I mean, what appears to be.
19
20
    Again, the sales -- I mean, all -- my concern was where -- and
    again, I just see what I see. Again, my concern was where we
21
22
    were -- where the firm was venturing over the line, that being
    where actual conflicts seemed to emerge. And most apparent one
23
24
    was in the interdebtor lending motion. And secondarily, I
25
    guess the Live Oak motions, where it's difficult to wear two
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1 hats at the same time.

But I understand, and I appreciate the case law that the debtor, I think -- that the debtor provided me with regard to what happens in cases like this, where you have single counsel. But again, even those cases acknowledge that you've got to look at matters on a individual-issue basis. And I've raised at least two that gave me concern.

Okay. I just want to again remind everyone that that was my concern. At least, those are the things that, from my perspective, need to be addressed. Okay. So I guess I'll look forward to those briefs.

MS. SILVEIRA: Your Honor, if I may, would you like us to notice the continued hearing, or we'll simply adopt the schedule laid out and file a brief on the 15th?

THE COURT: Well, again, we'll adopt the schedule.

Again, August 15th, Keller Benvenutti's supplemental brief.

August 29th, the United States Trustee's response. Reply by the firm on the 5th. And I'll hear it on the 12th.

MS. SILVEIRA: Thank you, Your Honor.

THE COURT: Okay. Okay, which leaves us with the motion for substantive consolidation; is that correct?

MS. GRASSGREEN: There's also a KSMP status conference on calendar.

THE COURT: Oh, right. Right. Right. Right. Well, okay. My understanding, I guess, Ms. Brady, are you going to

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handle that? Okay. And my understanding --
1
 2
             MS. BRADY: Yes, I am, Your Honor.
 3
             THE COURT: Right. And my understanding is, again,
    and part of that is tucked into the motion for substantive
 4
 5
    consolidation that there's an August 8th deadline for filing
    the documents required under Section 521, the schedule,
 6
7
    statement of financial affairs, et cetera.
8
             MS. BRADY: Correct.
 9
             THE COURT: Ms. Brady, I'm going to ask a loaded
10
    question. You can not answer it if you wish. Is KSMP going to
    be able to file schedules that it can proudly present to the
11
    Court as somewhat accurate? I mean, I'll use the word
12
13
    "accurate" loose -- I mean, and again, I appreciate everyone's
    honesty here and your client's candor. Is KSMP going to be
14
15
    able to file schedules?
             MS. BRADY: Your Honor, we will file schedules on
16
    August 8th. We will file them to the best of the knowledge and
17
18
    information that we have available to them. Will they be what
    I would think are the greatest schedules ever filed or even
19
20
    close to that, probably not because we just don't have access
21
    to the information. So --
22
             THE COURT: Appreciate it.
23
             MS. BRADY: Yeah, that's the answer I can give you,
24
    Your Honor.
25
             THE COURT: No, no, again, I said loaded question.
                                                                  Ι
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1
    appreciate the response because I mean, to a certain extent,
 2
    and I know I've received -- I mean, that's a important -- I
    think everyone can see that's important factor in the motion.
    But again, the motion's going to be resolved. Again, I guess
 4
 5
    I'll deal with that and when I see a plan, perhaps. Okay.
    Again, I appreciate the candor.
 6
 7
             Okay. Anything else I need to know? Remind me, has a
8
    meeting -- what other dates have been set for -- I know the
9
    parties want me to set a date for a claims bar date and things
    like that, but what other dates have been set in your case?
10
             MS. BRADY: Yes, Your Honor. So we had a initial
11
    meeting of creditors last Thursday the 17th --
12
             THE COURT: Okay.
13
             MS. BRADY: -- which was short and continued, given
14
15
    that there were no schedules filed. That has been continued to
    August 22nd. And then we also, of course, in advance of the
16
    meeting of creditors, sent out a notice of bankruptcy. On that
17
18
    notice of bankruptcy, it indicated that there would be a
    further party order --
19
20
             THE COURT: Yeah, the Court was stuck on that one.
21
    had to issue it. We knew that the deadline was -- I mean, the
22
    notice was short. And thank you for the U.S. Trustee and the
23
    debtor continuing the hearing.
24
             MS. BRADY: Yes. And then we will file a motion in
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pretty short order seeking a bar date kind of as previewed in

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the papers that we filed on the substantive consolidation
1
 2
    piece. And our thought there is that we'll file that hopefully
 3
    on an expedited notice so that we can get it in front of Your
    Honor and get the form out to folks. It'll be a customized
 4
 5
          We've been working with the committee, and we've even
    spoken to some investors about what would be easiest for them
 6
7
    to understand.
             And then once we have that out, our thought is Msl.
8
9
    Itkin will hold a investor town hall. Kind of introduce
    herself. Let the investors and creditors know what has been
10
    going on. And then we'll also take some time on that to walk
11
    through the claim form to try to eliminate confusion because
12
    some people have already filed claims and they think they filed
13
    them in KSMP, and we want to make sure that they understand how
14
15
    the two forms interplay.
             THE COURT: Mr. Rupp or Ms. Silveira, tell me, did we
16
    use a customized form in the LeFever Mattson?
17
18
             MR. RUPP: We did, Your Honor. It was very
    specialized --
19
20
             THE COURT: Right.
21
             MR. RUPP: -- for the investor claims.
22
             THE COURT: Right. Okay. Okay. Sorry to interrupt,
23
    Ms. Brady. Anything else?
24
             MS. BRADY: No, Your Honor. That was all on the bar
25
    date.
```

THE COURT: So we now turn to the motion for substantive consolidation? Is that about right? Okay. I've read everyone's papers, motion, objection, and I did read the KSMP's, I guess, response, which includes some suggestions as to how this should proceed. And then I did see, I guess, the committee's reply. Okay.

MS. GRASSGREEN: Good afternoon, Your Honor. Again, for the record, Debra Grassgreen, Pachulski Stang Ziehl & Jones, on behalf of the LeFever Mattson creditors committee and the movant. First of all, Your Honor, I haven't been before you in this matter, so it's nice to be here, and it's nice to be here locally in person. So good to see you today.

Your Honor, today was scheduled to be a preliminary scheduling motion, not a substantive motion. We did receive a number of responses and objections to the motion. We conferred with those parties, with the Office of the United States

Trustee, with KSMP, and with Lefever Mattson, who both filed responses. The LeFever Mattson debtors have joined in the motion. And as you saw in our reply, our proposal is to actually continue the substantive response -- substantive motion so that the joint plan, which is embodied in the plan term sheet, which right now is a joint plan among all of the Lefever Mattson entities --

THE COURT: And I'm going to -- and the one thing I noted was, again, the point here is that we're going to deal

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14
    with the motion for substantive consolidation between the KSMP
1
    debtor and LeFever Mattson in the plan. But what your term
 2
    sheet also says is it's going to be -- you're also going to
    deal with the substantive consolidation of the sixty-odd what I
 4
 5
    call LeFever Mattson cases all in the plan.
             MS. GRASSGREEN: Correct.
 6
 7
             THE COURT: That is going to be one heck of a
8
    disclosure statement. Yeah.
                                  That's --
 9
             MS. GRASSGREEN: Well, Your Honor, there's quite a bit
10
    of documentary evidence that was in connection with our motion,
    but we are going to do our best to have the disclosure
11
12
    statement be in as much plain English, and as I --
13
             THE COURT: No, no. Yeah, no --
             MS. GRASSGREEN: -- go through it.
14
15
             THE COURT: -- I'll appreciate it. But again, I
    noticed the --
16
17
             MS. GRASSGREEN: Yes. But the plan is essentially --
             THE COURT: But I just remind us, again, that's
18
    what --
19
20
             MS. GRASSGREEN: Yeah.
             THE COURT: Again, the plan is going to seek to
21
22
    consolidate everybody.
23
             MS. GRASSGREEN: Yes, Your Honor.
24
             THE COURT: Right. Okay.
25
             MS. GRASSGREEN: Yes. So Your Honor, the idea is
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that, as you read and I won't put words in Ms. Itkin's mouth in, but in their response is that everything they've seen so far leads to the fact that substantive consolidation makes sense. But they need a little more time. And we want for creditors to have a voice, as we did with the consolidation of the existing LeFever Mattson related entities.

So the idea is that, hopefully, we can get KSMP on board. And we will take the plan term sheet, and the plan you see will not just be a plan for the LeFever Mattson related entities but also with KSMP. One joint plan for the whole related --

THE COURT: Kit and caboodle, as my mother would say.

MS. GRASSGREEN: The whole thing. The whole kit and caboodle.

THE COURT: Yeah.

MS. GRASSGREEN: That's absolutely correct, Your

Honor. And then we -- and then in -- and in connection with

that, we can address substantive consolidation issues. If, by

chance, things don't go well and KSMP doesn't join in the plan

and it's not a joint plan, then we're going to need to come

back and deal with the substance and deal with the objections.

And so we have a --

THE COURT: Again, the same is true with regard to the motion to substantive consolidate all of what I call the LeFever Mattson entities.

1 MS. GRASSGREEN: Yes.

THE COURT: Right.

MS. GRASSGREEN: Yes. Although, you've read the plan, so you can see that is in the context of a plan where you will have creditors voting. And in the context of a global settlements --

THE COURT: Um-hum.

MS. GRASSGREEN: -- the analysis may be somewhat different and hopefully simpler in the context of a settlement, which makes a lot of sense in order to -- everyone's goal here is the same, to keep the cost at a minimum in a very complex situation so that the harm to investors can be minimized.

THE COURT: No, I appreciate it.

MS. GRASSGREEN: We don't want them to be revictimized by this process.

So we prepared a fairly simple form of order. We tried to follow the prior joint administration order for the other sixty-one LeFever Mattson debtors. We circulated it to all the parties. The U.S. Trustee weighed in on it. And I think out of -- we got comments and sign off from nine of the parties. And I think, I believe, the Haley parties are on board, but they should confirm. And we did not hear back from the Chase 1992 Family Trust.

We made a couple of changes, Your Honor, to the order from some of the comments between the version that was filed

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with our reply and the version we have here this morning.
1
 2
    have a redline I can approach and share it with you, or I could
    go through the comments, whatever you prefer.
 3
             THE COURT: Could you hand a copy to my courtroom
 4
 5
    deputy?
 6
             MS. GRASSGREEN: Certainly.
 7
             THE COURT:
                         Thanks.
                                  I try not to focus on the order
8
    when I have such a -- because I never know which way the
9
    motion's going to go. So it's --
10
             MS. GRASSGREEN: And we have a clean, if you'd like,
    Your Honor --
11
12
             THE COURT: No, it's okay.
13
             MS. GRASSGREEN: -- without the redline.
             THE COURT: Yeah, I did look at it. Okay. Again,
14
15
          So again, the bridge order, basically where there's
    going to be an administrative consolidation of all cases.
16
             MS. GRASSGREEN: Essentially, Your Honor.
17
18
             THE COURT: Right, and I understand.
             MS. GRASSGREEN: But we do deal with a couple of
19
    things that were important to various of the parties to make it
20
21
    very clear that Ms. Itkin is remaining in place. That this is
22
    not substantive consolidation. The assets are staying
23
    separate.
24
             THE COURT:
                         Right.
                                 Right.
25
             MS. GRASSGREEN: We had some comments with respect to
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how the claims agent fees will be accounted for, and they have
1
 2
    confirmed that they will separately account for --
 3
             THE COURT:
                         Okay.
             MS. GRASSGREEN: -- specific mailings for KSMP and the
 4
 5
    claims work for KSMP, which was already in the order. But
    other than that, Your Honor, it is really joint administration,
 6
7
    which will enable quite a few efficiencies and costs --
8
             THE COURT:
                         Right.
 9
             MS. GRASSGREEN: -- and continuation of the motion at
    this time.
10
11
             THE COURT: Okay. Let me give you some comments on
12
    what the committee and KSMP -- again, what the stipulation
13
    between the parties is, that we're staying the prosecution of
    the motion, and it's going to be heard in conjunction with
14
15
    planned confirmation, again, after approval of disclosure
16
    statement.
17
             MS. GRASSGREEN: And just on that point, Your Honor --
18
             THE COURT: Yeah.
             MS. GRASSGREEN: -- just in the interest of clarity,
19
    if by chance, for example, KSMP doesn't join in the joint plan
20
    or something else happens and we're not going down the joint
21
22
    plan path, then we would come back. And we agreed with parties
23
    on fourteen days' notice and reset the scheduling and move
24
    forward --
25
             THE COURT:
                         Right.
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MS. GRASSGREEN: -- with the motion. So we're not
1
    withdrawing it. We're just holding it in abeyance --
 2
 3
             THE COURT: Right.
             MS. GRASSGREEN: -- hoping that we have global peace,
 4
    but if we don't --
 5
 6
             THE COURT: Correct. No, I understand. KSMP's going
    to move for an expedited bar date, again, using a revised proof
7
    of claim form. Again, I look forward to that motion. Again,
8
9
    there's going to be an administrative consolidation of KSMP
    with the LeFever Mattson cases. Again, it's pretty straight
10
    forward. I guess PwC will perform a -- will perform a claims
11
    analysis of KSMP investor claims.
12
13
             Now, the way I read that, and just, again, you're
    going to have to help me out here, is Pricewaterhouse is going
14
15
    to essentially say, the claims analysis is going to be this is
    what's going to happen in a substantive consolidation.
16
    what happen if we don't substantively consolidate. Is that
17
18
    what they're going to do?
             MS. GRASSGREEN: Not exactly, Your Honor --
19
             THE COURT: Right. That's why I need some help.
20
             MS. GRASSGREEN: -- and let me just clarify. I think
21
22
    what you read in the KSMP papers and where we are with the
23
    Office of the United States Trustee, depending on what happens
24
    in the cases, we may need to come back and clarify exactly
25
    PwC's role because we don't want them doing work that everyone
```

isn't clear about that they can get paid to do.

THE COURT: Um-hum.

MS. GRASSGREEN: But essentially, the idea in connection with the plan, the joint plan, to have the least amount of burden as possible on the investors is that the investors will receive in connection with their ballot the calculation of what their netted claim would be. That's the work that they need to do. And in reviewing the claims, there's a tremendous amount of overlap between KSMP and LeFever Mattson. You can't just say, I'm just going to look at what the LeFever Mattson claims are because money was rolled between back and forth.

THE COURT: No, I get it.

MS. GRASSGREEN: So everyone agrees. And I believe, I won't put words in Ms. Brady's mouth, but I believe from talking to the Hogan Lovells team and Ms. Itkin that -- and PwC has made a presentation to KSMP and to LeFever Mattson about everything that they've been working on, that the most efficient thing is to have them do that work for everybody for the whole enterprise.

THE COURT: No, I agree. I agree.

MS. GRASSGREEN: So depending on what -- right now, they're employed for the committee and the LeFever Mattson debtors. We believe, as a committee, that they be -- in a joint plan, they could be the designated party to do it for

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21
1
    everybody, if we -- but they may want some clarification. We'd
 2
    file a supplemental declaration. There's other --
 3
             THE COURT: If needed, an amended order in terms of
 4
    how they get paid or who's paying them.
 5
             MS. GRASSGREEN: Right. Right.
 6
             THE COURT: Again, should the substantive
7
    consolidation fall through, then think about that.
             MS. GRASSGREEN: Right. Yeah, that's what we most
8
9
    likely will need to do.
             THE COURT: Let's talk about --
10
             MS. GRASSGREEN: There are circumstances where it may
11
12
    not be necessary.
13
             THE COURT: Okay.
             MS. GRASSGREEN: The U.S. Trustee has said they're
14
15
    considering appointing the committee in all of the cases. We
16
    have --
             THE COURT: Yeah.
17
18
             MS. GRASSGREEN: -- seven out of eight of our
    committee members have KSMP claims. So if that happens, that
19
20
    changes --
21
             THE COURT: Right.
             MS. GRASSGREEN: -- it as well. So --
22
             THE COURT: Okay.
23
24
             MS. GRASSGREEN: -- we're a little fluid, but everyone
25
    agrees to the concept, which is --
```

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22
1
             THE COURT: Right.
             MS. GRASSGREEN: -- PwC should do this work. We don't
 2
    need to double up on somebody else.
 3
                         The bug you may want to put in PwC's ear
 4
             THE COURT:
    is I read somewhere that their fees are about two million now
 5
 6
    or --
 7
             MS. GRASSGREEN: I think that the KSMP papers
8
    reflected that that was the cost of doing the claims
9
    analysis --
10
             THE COURT: Okay.
             MS. GRASSGREEN: -- that they've done.
11
12
             THE COURT: I'd rather see a fee application for them
    sooner rather than later --
13
             MS. GRASSGREEN: Okay.
14
15
             THE COURT: -- because I'd much rather look at a two-
16
    million-dollar fee app than a three-million-dollar fee app,
17
    again, only because as you know, I take these things
18
    seriously --
19
             MS. GRASSGREEN: Yeah.
20
             THE COURT: -- and it's not easy to go through a
    three-million-dollar fee app.
21
22
             MS. GRASSGREEN: We understand.
23
             THE COURT: Not easy to go through a two-million-
24
    dollar fee app, but it's easier to go through two, rather than
25
    three.
            So again, if they're thinking about filing one, tell
```

them sooner is better than later. But I'll leave that up to them.

MS. GRASSGREEN: Understood, Your Honor.

THE COURT: Then we get to the mediator, correct?

MS. GRASSGREEN: The suggestion of the mediator was a very good one that was raised by the KSMP professionals and the other -- and we have been discussing it, frankly, among the various parties in the LeFever Mattson case as we get to this critical point in the case, where there is substantive objections. But I think the idea is there'll be a separate motion for mediation procedures.

THE COURT: Okay. Here's my comments on that.

Obviously, there is a dispute with regard to the substantive consolidation. And so I've got a dispute. If you believe a mediator would help, Judge Newsome is certainly well qualified to do that. And the same -- again, so again, the language in the pleading was you're seeking to appoint Judge Newsome as a mediator to assist in resolving any disputes among the parties to substantive consolidation, again, there's a dispute there, so a mediator makes sense. Plan confirmation, again, if you need -- if he wants to act on -- if he wants to facilitate a plan, akin to a subchapter V trustee, that makes sense. Or other case issues and disputes. It's that last language that I had some concern with, and it's less a concern -- so --

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MS. GRASSGREEN: You may be reading from --

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24
             THE COURT: -- and this description --
1
             MS. GRASSGREEN: the KSMP reply, I guess.
 2
 3
             THE COURT: It could be. You're right.
             MS. GRASSGREEN: Yeah. Yeah.
 4
                         It's someone. It's KSMP.
 5
             THE COURT:
             MS. GRASSGREEN: Right. And we did say --
 6
7
             THE COURT: Wait. Wait. Wait.
8
             MS. GRASSGREEN: -- we anticipate filing a motion with
9
    the procedures for you.
10
             THE COURT: But just let me --
11
             MS. GRASSGREEN: Yeah. Apologies.
12
             THE COURT: -- tell you what my concern is with regard
13
    to "or other case issues and disputes". That description of
    his duties sounds suspiciously like a request to appoint a
14
15
    special master under Rule 53. There is no Rule 53 in the
16
    Bankruptcy Rules. So I don't have the authority or the
17
    inclination to do that. If you need Judge Newsome to assist
18
    you on matters that -- on disputes, fine. But he can't serve
    as a special master. You're stuck with me. That's all I can
19
20
    tell you.
21
             MS. GRASSGREEN: That was not -- that certainly wasn't
22
    our intention, and I don't believe --
23
             THE COURT: I understand. I'm just --
24
             MS. GRASSGREEN: -- that was KSMP's intention.
                                                             Ι
25
    think the --
```

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1
             THE COURT: I appreciate it.
             MS. GRASSGREEN: -- idea would be, Your Honor,
 2
    especially because we're dealing with a lot of individual
 3
    investors, I think, and we haven't worked out the details of
 4
 5
    what we would propose.
 6
             THE COURT: Right.
 7
             MS. GRASSGREEN: But the idea would be that perhaps,
    rather than requiring people to present a formal objection or a
8
9
    formal issue, if there's a way for them to raise an informal
10
    dispute, and we can avoid the costs of a formal proceeding on
    certain issues.
11
12
             THE COURT: Yeah, but he's not --
13
             MS. GRASSGREEN: We've seen that in PG&E, for example.
             THE COURT: The thing is, I understand, but he's not a
14
15
    judicial officer anymore.
             MS. GRASSGREEN: Right.
16
17
             THE COURT: I mean, he can't render opinions. That's
18
    not his job. I don't think he --
19
             MS. GRASSGREEN: Right.
20
             THE COURT: Again, he knows. I mean --
21
             MS. GRASSGREEN: Right.
22
             THE COURT: -- I don't have to tell him, and I'm not
23
    going to tell him. But he knows full well what he can and
24
    can't do.
25
             MS. GRASSGREEN: Right. Of course, Your Honor.
```

```
1
             THE COURT: And so it's one thing to -- it's one thing
    to set up something like that post-confirmation. It's another
 2
    thing to try and do it pre-confirmation.
 3
             MS. GRASSGREEN: I mean, I haven't really had the time
 4
 5
    at the moment to brainstorm --
 6
             THE COURT: Okay. So --
 7
             MS. GRASSGREEN: -- this with everyone, but I mean,
8
    what we were thinking was something along the line of some sort
9
    of confirmation mediation procedures, where if someone has an
    informal objection, they could raise it before they have to
10
    file and everyone has to respond because there's a lot of
11
12
    people involved here.
             THE COURT: Yeah, I know. And Judge Newsome
13
    doesn't --
14
15
             MS. GRASSGREEN: Every piece of paper that gets
16
    filed --
17
             THE COURT: -- want to start giving out legal advice.
    Well, I'll plug this. Let me --
18
19
             MS. GRASSGREEN: Right. Then we can mediate an
    informal -- like, informally --
20
             THE COURT:
21
                         I know.
22
             MS. GRASSGREEN: -- go to mediation before we --
23
             THE COURT: Yeah.
24
             MS. GRASSGREEN: -- bring a formal dispute to you.
25
    That type of thing.
```

```
1
             THE COURT: Yeah, but again, he's -- again, it's not
    like -- you're creating a Stern v. Marshal situation, where --
 2
 3
             MS. GRASSGREEN: Again, it would be a voluntary
    mediation.,
 4
 5
             THE COURT: Here is my suggestion. If that's what you
    think you need, create a quick response. I mean, we can create
6
7
    a procedure in this Court. Again, I'll give you an example.
8
    Again, I don't know. I'll give you an example. Discovery
9
    disputes. I handle discovery disputes not by form of motion
10
    but by letters. Each party files a letter. I read it. I have
    a quick telephonic hearing. So again, I mean, if you think
11
12
    there's a need for a process like that, let me know. So at
13
    least --
14
             MS. GRASSGREEN: Okay.
15
             THE COURT: -- they won't have to have Judge Newsome,
    and he'll be charging his hourly rate, while I'm free. Pretty
16
    good deal.
17
18
             MS. GRASSGREEN: Well, we appreciate that, Your Honor.
    And we will --
19
20
             THE COURT: Yeah.
             MS. GRASSGREEN: -- put our heads together and try to
21
22
    figure out the best way. But again --
23
             THE COURT:
                         Okay.
24
             MS. GRASSGREEN: -- the goal was is there a way to
25
    avoid a lot of litigation, which we know as we get to this
```

```
confirmation phase could be expensive.
1
 2
             THE COURT:
                         Right.
 3
             MS. GRASSGREEN: Burdensome on the investors.
 4
    our goal. That's everyone's goal.
 5
             THE COURT:
                         Okay. Okay.
             MS. GRASSGREEN: So Your Honor, I don't have anything
 6
7
    further on the continuation of the sub con motion and the joint
8
    admin. I don't know if you have any questions about the order.
 9
             THE COURT: Who is going to be -- no, I don't -- it's
10
    just, who's going to be at the mediation table? I mean, you've
    got -- or each one of the -- I mean, I guess you're going to
11
    try and resolve some of the -- I mean, I've got eight parties
12
13
    objecting? Are all eight going to be at the mediation table?
             MS. GRASSGREEN: well, we haven't quite worked out all
14
15
    the --
16
             THE COURT:
                         Right.
             MS. GRASSGREEN: You mean at once or invited to
17
18
    mediate? We'd like to try to mediate and resolve as many of
    those objections and any other confirmation objections as
19
20
    possible.
21
             THE COURT:
                         Okay.
22
             MS. GRASSGREEN: Yeah.
23
             THE COURT: Because I mean, I don't want anyone to
24
    think that they're being left out of the cold and their
25
    objection is they've got to renew this objection to
```

```
confirmation.
1
             MS. GRASSGREEN: No, we've acknowledged the -- well,
 2
    the sub con motion is -- there may be other issues they need to
 3
    raise in connection with confirmation because again,
 4
 5
    confirmation is a global settlement.
 6
             THE COURT: No, no, but I'm --
 7
             MS. GRASSGREEN: Right. Right.
             THE COURT: No, I understand but --
8
 9
             MS. GRASSGREEN: But we have made it very clear that
10
    all the parties that have objected, to the extent we reset the
11
    motion and we actually are going forward on the motion, that
12
    they have a voice in the scheduling, et cetera, so that's
    all --
13
             THE COURT: Right, but not a voice at the table.
14
15
             MS. GRASSGREEN: Oh, you mean in terms of mediating
16
    the --
17
             THE COURT: Yeah.
             MS. GRASSGREEN: We absolutely would want to mediate
18
    their disputes.
19
20
             THE COURT:
                         Okay. Okay.
21
             MS. GRASSGREEN: One hundred percent, Your Honor.
22
             THE COURT: Okay. I just want to make sure of it.
23
    Okay.
24
             What else I got to do today? Is that it?
25
             MS. GRASSGREEN: We don't have anything further, Your
```

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```
30
1
    Honor.
             THE COURT:
 2
                         Okay.
 3
             MS. GRASSGREEN: Anyone else? No?
             THE COURT: Anything from, I guess, the committee?
 4
 5
             MR. RUPP: I know you've worked through your lunch
6
    hour, so we thank you.
7
             MR. ROSELL: Your Honor, just --
8
             THE COURT: Mr. Rosell.
 9
             MR. ROSELL: I may have missed it, Your Honor.
10
    think on agenda 6, on our proposed agenda, there was the KSMP
    motion to extend the deadline to file schedules.
11
12
             THE COURT: I think it's through August 8th. Right,
13
    Ms. Brady?
             MS. BRADY: Yes, Your Honor. I think that had been
14
15
    carried over. Just placed their --
16
             THE COURT: Okay. You're right. You're right.
             MS. BRADY: Yeah.
17
             THE COURT: But right now, it's August 8th. And you
18
    think you can meet that deadline?
19
20
             MS. BRADY: We will meet it.
             THE COURT: I understand. Okay.
21
22
             Anything else from the committee?
23
             MS. GRASSGREEN: No, Your Honor.
24
             MR. ROSELL: No, Your Honor.
25
             MS. GRASSGREEN:
                              Thank you.
```

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31
1
             THE COURT: Anything from the LeFever Mattson --
             MS. SILVEIRA: No, Your Honor. Thank you.
 2
             THE COURT: Ms. Brady, anything else?
 3
             MS. BRADY: Nothing, Your Honor. Thank you.
 4
 5
             THE COURT: Does anyone else have anything they want
    to add? Any of the parties who object to the --
 6
 7
             MR. FERNANDEZ: Your Honor, I just want to confirm, as
8
    Ms. Brady mentioned, she had not heard back from us. I'm happy
9
    to say now, the Haleys do support the proposed order, just for
10
    the record.
11
             THE COURT: Okay. Anyone else?
12
             MS. KUTSURIS: Your Honor, Mikayla Kutsuris for Monley
13
    Hamlin, Inc.
14
             THE COURT: Yeah.
15
             MS. KUTSURIS: We had met and conferred with the
16
    committee counsel, and we requested clarification that the
    proposed order, in terms of reservation of all rights, apply to
17
18
    all parties and not just parties to this stipulated bridge
    order. The B paragraphs --
19
20
             THE COURT: Well, I think --
             MS. KUTSURIS: Well, then --
21
22
             THE COURT: -- but your client wanted language stating
    that consolidation would not affect its secured claim.
23
                                                             Is
24
    there any --
25
             MS. KUTSURIS: Yes, Your Honor.
```

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1 THE COURT: Right. MS. GRASSGREEN: Your Honor, we provided language that 2 those that objected to the substantive consolidation, that the 3 reservation applies to them. 4 THE COURT: Okay. Okay. 5 MS. KUTSURIS: Yes, Your Honor. That's correct. 6 7 THE COURT: Okay. Anyone else? Any comments? Okay. 8 MR. EGAN: Your Honor, just --9 THE COURT: Go ahead. I'm sorry. 10 MR. EGAN: Your Honor, this is Daniel Egan on behalf of the 1992 Chase Family Trust. Just very briefly, I was a 11 12 little surprised by Ms. Grassgreen's comment because we 13 actually have been talking with the debtor. Maybe not the committee, but we have been talking to the debtor. It's not as 14 15 if we ignored this motion. If everyone else thinks that 16 administrative consolidation is going to promote judicial 17 efficiency, then I guess we're fine with that. I'm skeptical, 18 but everybody else seems comfortable. I did want to just highlight something for the future, 19 which is there was been some discussion about allocation of the 20 21

I did want to just highlight something for the future, which is there was been some discussion about allocation of the fees of Verita, the common claims agent. But I'm not sure all of the fees have been allocated or has been figured out. And going forward, allocations have been a real pet peeve for us of the fees and costs --

THE COURT: Right. I understand.

22

23

24

25

1 MR. EGAN: -- case. I just want to --

THE COURT: No, and again, that's one of the unresolved issues that -- didn't Mr. Kelly refile his motion to appoint a Chapter 11 trustee in Live Oak? That's also coming my way?

MR. ROSELL: That's correct, Your Honor. And also, to address Mr. Egan, we have specifically created a separate matter number for Live Oak so we can allocate the professional fees involved in engaging with this Chapter 11 trustee motion to allocate that to the Live Oak estate.

THE COURT: Right. Right. Yeah, I mean, I understand the fees are -- absent a motion for substantive consolidation, the fees are -- it's a nettlesome issue, but the parties will work through it.

MR. EGAN: If I might just respond, just so that we're not under a misapprehension. My client has numerous claims against numerous LeFever Mattson entities and numerous KS Mattson entities. We're not a one-entity creditor here. Live Oak is kind of our main issue right now, but please don't be left under the impression that my client just has one single investment in Live Oak.

THE COURT: Again, I don't -- again, all I know is what I read, Mr. Egan. And again, I mean, your client is for the moment focusing on Live Oak, and so that's what I focus on when asked but --

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1
             And I understand the arguments that were made by Mr.
    LeFever as to what he thinks the impact of that will be. I get
 2
         I understand. He thinks people are trying to bootstrap
 3
    their way into a Ponzi scheme. Presumption. But again, the
 4
 5
    motion's been put into abeyance, and the parties will go
    negotiate. See what happens.
 6
 7
             MS. GRASSGREEN: And Your Honor, I apologize to Mr.
8
          My notes were as of last evening, and we hadn't heard
    Egan.
9
    back. Or at least that's what I had heard.
10
             THE COURT: Right. No, I appreciate it.
             MS. GRASSGREEN: So I apologize if he had provided
11
12
    comments to the order and I stated otherwise.
13
             THE COURT: Okay. Okay.
             MR. KELLY:
                         Judge, if I may continue.
14
15
             THE COURT:
                         Go ahead, Mr. Kelly, but --
             MR. KELLY:
16
                         Okay.
17
             THE COURT: -- again, we're not dealing with --
             MR. KELLY:
                         I understand.
18
19
             THE COURT:
                         Okay. So yeah.
             MR. KELLY: Yeah. Just that I wanted to state for the
20
    record that we oppose any consolidation of Live Oak until at
21
22
    least until after the motion to appoint a trustee for Live Oak
23
    alone is heard on August 22nd.
24
             THE COURT: Right. Right. And again, the motion for
25
    substantive consolidation between Live Oak and any other entity
```

```
36
1
    is not on the table.
 2
             MS. GRASSGREEN: Correct, Your Honor.
 3
             THE COURT: Right now.
             MR. KELLY: Okay. Yeah. Nothing further, Your Honor.
 4
 5
    Thank you.
 6
             THE COURT: Okay. Okay. I appreciate it.
 7
             So what am I going to -- what do I have to set dates
8
    for?
 9
             MS. GRASSGREEN: Well, we can upload the order, Your
10
    Honor --
11
             THE COURT: Right.
12
             MS. GRASSGREEN: -- on the bridge order on joint
13
    administration.
             THE COURT: Right. What about the KSMP status
14
15
    conference? Do I need to set a continued hearing date on that,
16
    just so it doesn't fall through the cracks?
17
             MS. BRADY: Yes, Your Honor.
             THE COURT: When do you want that -- when would you
18
    want to schedule that for? Pick a Friday.
19
20
             MS. BRADY: How about maybe the 29th?
             THE COURT: Of?
21
22
             MS. BRADY: Of August. Your Honor --
23
             THE COURT:
                         That's fine.
24
             MS. BRADY:
                         -- is that too soon, you think?
             THE COURT:
                         Wait. Hang on.
25
                                          I may be --
```

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```
37
1
             THE CLERK: You're out, Your Honor.
             THE COURT: -- I may be out that --
 2
 3
             MS. BRADY:
                         Oh, you're out of -- you're out of the --
    you're right.
 4
 5
             THE COURT: Yeah. How about the --
             MS. BRADY: We could do it when you're back. Maybe
 6
7
    that first Friday after you're back?
8
             THE CLERK:
                         The 12th.
 9
             THE COURT: I don't know when I'm going to be -- how
10
    about September 12th?
             THE CLERK: Yes, Your Honor.
11
12
             THE COURT: I am coming back. September 12th at 11?
13
             MS. BRADY:
                         That works, Your Honor.
             THE COURT: Any problem, anyone else, of that?
14
15
             MR. RUPP:
                        Your Honor.
16
             THE COURT: Yes, Mr. --
17
             MR. RUPP: I believe today is also a LeFever Mattson
    status conference. So we can continue that to the same date.
18
19
             THE COURT: Okay.
20
             MR. RUPP: And no problems there.
             THE COURT: Okay. We'll also continue all the LeFever
21
22
    Mattson cases to September 12th at 11. See how things go.
23
                    Thank you, all. I appreciate it.
             Okay.
24
        (Whereupon these proceedings were concluded at 1:41 PM)
25
```

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CERTIFICATION

I, River Wolfe, certify that the foregoing transcript is a true and accurate record of the proceedings.

/s/ RIVER WOLFE, CDLT-265

2. 64

11 eScribers

12 7227 N. 16th Street, Suite #207

13 Phoenix, AZ 85020

15 Date: July 29, 2025

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	18:12,15;19:7,8,8,10,	6:18,19;7:4	5:15,17,19,23,25;	5:1,6
	13;21:6;22:17,25;	appears (1)	6:5,18,20;7:9;8:18;	Call (4)
\mathbf{A}		8:19		5:3,6;14:5;15:24
	23:16,16,19,20;25:20;		13:9;32:10	
Aaron (1)	27:1,1,3,7,8,11,22;	application (2)	Bender (1)	can (21)
7:3	29:4;33:2,22,22,23;	7:21;22:12	6:11	7:25;10:10,11,23;
abeyance (2)	34:19;35:4,17,24	applies (1)	Benvenutti (4)	11:3;12:3;15:7,18;
19:2;35:5	against (1)	32:4	5:15,17;7:21;8:17	16:4,12;17:2;20:1;
able (2)	33:17	apply (1)	Benvenutti's (1)	24:19;25:10,23;
10:11,15	agenda (4)	31:17	9:16	26:19;27:6;30:19;
absent (1)	7:14,21;30:10,10	appoint (4)	best (3)	33:8;36:9;37:18
33:12	agent (2)	23:17;24:14;33:4;	10:17;14:11;27:22	candor (2)
absolutely (2)	18:1;32:21	35:22	better (1)	10:14;11:6
15:16;29:18	agree (2)	appointing (1)	23:1	Capital (1)
access (1)	20:21,21	21:15	bit (1)	6:9
10:20	agreed (1)	appreciate (12)	14:9	carried (1)
account (1)	18:22	9:2;10:13,22;11:1,	board (2)	30:15
18:2	agrees (2)	6;14:15;16:13;25:1;	15:8;16:22	case (8)
accounted (1)	20:14;21:25	27:18;35:10;36:6;	bootstrap (1)	7:7;9:2;11:10;23:8,
18:1	ahead (4)	37:23	35:3	9,23;24:13;33:1
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