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*Attorneys for the Debtors and  
 Debtors in Possession*

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

In re:

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

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)  
 Chapter 11

In re

KS MATTSON PARTNERS, LP,

Debtor.

**DECLARATION OF DANIEL CASABONNE IN  
 SUPPORT OF MOTION OF DEBTORS FOR  
 SALE OF CERTAIN REAL PROPERTY  
 SERVING AS COLLATERAL FOR SOCOTRA  
 CAPITAL, INC. FREE AND CLEAR OF LIENS,  
 CLAIMS AND ENCUMBRANCES AND  
 RELATED RELIEF (24321 ARNOLD DR.,  
 SONOMA, CA AND 1025 NAPA RD., SONOMA,  
 CA)**

**Date:** October 3, 2025

**Time:** 11:00 a.m.

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

**Secured Lender: Socotra Capital, Inc.**

<sup>1</sup> The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>.

1 I, Daniel Casabonne, declare as follows, pursuant to 28 U.S.C. § 1746:

2 1. I am a real estate agent with Sotheby's International Realty ("Sotheby's" or the  
3 "Broker"). I submit this declaration on behalf of Sotheby's (the "Declaration") in support of the  
4 *Motion of Debtors for Sale of Certain Real Property Serving as Collateral for Socotra Capital,*  
5 *Inc. Free and Clear of Liens, Claims and Encumbrances and Related Relief* (the "Motion")<sup>2</sup> of the  
6 above-captioned debtors and debtors-in-possession (collectively, the "Debtors").<sup>3</sup> Except as  
7 otherwise noted, I have personal knowledge of the matters set forth herein and, if called as a  
8 witness, I would testify thereto.

9 1. On February 15, 2025, the Court entered an order [Dkt. No. 847], authorizing the  
10 employment of Sotheby's, as a broker for the sale, among others, of real property located at 24321  
11 Arnold Drive, Sonoma, California (the "Arnold Drive Property") and 1025 Napa Road, Sonoma,  
12 California (the "Napa Road Property" and together with the Arnold Drive Property, the  
13 "Properties"). My background and qualifications are set forth more fully in the related employment  
14 application [Dkt. No. 756] and declaration [Dkt. No. 757].

15 **Arnold Drive Property**

16 2. On or about May 2, 2025, with the Debtors' approval, I listed the Arnold Drive  
17 Property for sale for a purchase price of \$1.7 million. I listed the Arnold Drive Property for sale on the  
18 local Multiple Listing Service ("MLS"), which, among other things, syndicates the listing to  
19 approximately ninety (90) popular online home shopping websites such as Realtor.com, Zillow.com,  
20 and Redfin, and LoopNet.com. Further, I posted the listing on my firm's website,  
21 [www.sothebysrealty.com](http://www.sothebysrealty.com), to solicit interest in the sale of the Arnold Drive Property. The listing  
22 received 261 agent views on MLS and 1,116 total views on the Broker's website. During the  
23 course of marketing the property was viewed by five separate parties. In total, the marketing effort  
24 yielded 3 executed non-disclosure statements. Following these extensive and targeted marketing  
25 efforts, the Sellers entered into negotiations with the Arnold Drive Purchaser concerning the

26  
27 <sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given to  
them in the Motion.

28 <sup>3</sup> Unless otherwise indicated, "Debtors" as used herein excludes KSMP.

Arnold Drive Purchaser's offer, which is the highest and best offer.

3. On July 18, 2025, following negotiations, the Sellers accepted the Arnold Drive Purchaser's offer of \$1.45 million and entered into the Arnold Drive Agreement.

4. The Arnold Drive Purchaser was identified through standard marketing to the public. I understand that the Arnold Drive Purchaser is not an insider of the Debtors, and the sale represents an arms-length transaction between the parties, made without fraud, collusion, and no attempt has been made by either party to take any unfair advantage of the other.

#### **Napa Road Property**

5. On or about May 17, 2025, with the Debtors' approval, I listed the Napa Road Property for sale for a purchase price of \$1 million. I listed the Napa Road Property for sale on the local Multiple Listing Service ("MLS"), which, among other things, syndicates the listing to approximately ninety (90) popular online home shopping websites such as Realtor.com, Zillow.com, and Redfin, and LoopNet.com. Further, I posted the listing on my firm's website, [www.sothebysrealty.com](http://www.sothebysrealty.com), to solicit interest in the sale of the Napa Road Property. The listing received 227 agent views on MLS and 3,193 total views on the Broker's website. During the course of marketing the property was viewed by 11 separate parties. In total, the marketing effort yielded 8 executed non-disclosure statements. Following these extensive and targeted marketing efforts, the Sellers entered into negotiations with the Napa Road Purchaser concerning the Napa Road Purchaser's offer, which is the highest and best offer.

6. On June 25, 2025, following negotiations, the Sellers accepted the Napa Road Purchaser's offer of \$950,000 and entered into the Napa Road Agreement.

7. The Napa Road Purchaser was identified through standard marketing to the public. I understand that the Napa Road Purchaser is not an insider of the Debtors, and the sale represents an arms-length transaction between the parties, made without fraud, collusion, and no attempt has been made by either party to take any unfair advantage of the other.

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

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Executed on September 4, 2025.

DocuSigned by:  
*Daniel Casabonne*  
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Daniel Casabonne

September 4, 2025