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KS Mattson Partners, LP*

**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

**DECLARATION OF BRADLEY D.  
SHARP IN SUPPORT OF JOINT  
MOTION OF LFM DEBTORS AND  
KSMP TO PAY COSTS RELATED  
TO MEDIATION WITH SOCOTRA  
CAPITAL**

In re:

KS MATTSON PARTNERS, LP,

Debtor.

**Date:** September 19, 2025  
**Time:** 11:00 a.m.  
**Place:** United States Bankruptcy Court  
1300 Clay Street, Courtroom 215  
Oakland, CA 94612

<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 95621. 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://veritaglot>

1  
2 I, Bradley D. Sharp, hereby declare pursuant to 28 U.S.C. § 1746:

3 1. I am the President and Chief Executive Officer of Development Specialists, Inc.  
4 (“DSI”), a leading provider of management consulting and financial advisory services, including  
5 turnaround consulting, fiduciary roles, and financial restructuring services, with numerous offices  
6 throughout the country.

7 2. I am the Chief Restructuring Officer of the LFM Debtors in these Chapter 11 Cases.

8 3. Except as otherwise indicated, all facts set forth in this declaration are based upon  
9 my personal knowledge; information supplied to me by other members of the LFM Debtors’  
10 management, employees, and professionals; information learned from my review of relevant  
11 documents; or my opinion given my experience and my knowledge of the LFM Debtors’  
12 operations and financial condition. If called upon to testify, I could and would testify competently  
13 to the facts set forth herein. I am authorized by the LFM Debtors to submit this declaration.

14 4. I submit this declaration in further support of the *Joint Motion of LFM Debtors and*  
15 *KSMP to Pay Costs Related to Mediation with Socotra Capital*, filed on September 10, 2025 (the  
16 “Motion”).<sup>2</sup>

17 5. Based on the information available to me, Socotra holds deeds of trust and  
18 assignments of rents on 60 properties held by the LFM Debtors with approximately \$75 million in  
19 total loans. This represents about one-third of the LFM Debtors’ total secured debt, making  
20 Socotra the LFM Debtors’ largest secured creditor.

21 6. I understand that substantially all of the properties that serve as Socotra’s collateral  
22 were originally purchased by KSMP, an entity at the time controlled by Mr. Mattson, who was  
23 also the chief executive officer of LeFever Mattson and in control of the LFM Debtors during the  
24 relevant period.

25 7. In at least two instances, it appears that Mr. Mattson used the LFM Debtors’  
26 property to cross-collateralize KSMP properties.

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

1           8.       The LFM Debtors have also uncovered evidence that, over the course of seven  
2 years, Mr. Mattson transferred approximately \$20 million from a LeFever Mattson bank account  
3 to Socotra—yet these payments appear to have been made for the benefit of Mr. Mattson or KSMP,  
4 not any of the LFM Debtors.

5           9.       Because Socotra was the counterparty to so many apparently self-interested  
6 transactions by Mr. Mattson, the Committee has spearheaded an investigation to determine  
7 whether the LFM Debtors' estates hold claims against Socotra (the "Committee Investigation").

8           10.      I understand that, based on the Committee Investigation, the Committee intends to  
9 file a complaint against Socotra (the "Committee Complaint"), but does not intend to file the  
10 Committee Complaint prior to the Mediation.

11          11.      The participants in the Mediation will be the Mediating Parties: (1) the LFM  
12 Debtors, (2) KSMP, (3) the Committee, and (4) Socotra.

13          12.      The Mediating Parties have agreed that there shall be an absolute mediation  
14 privilege, and all communications during the Mediation shall be confidential and protected from  
15 disclosure and shall not constitute a waiver of any existing privileges and immunities, shall not be  
16 disclosed to the Court or any third party for any reason, and shall not be used for any purpose other  
17 than Mediation. Submissions to the mediator shall not be delivered to anyone else without the  
18 consent of the submitting party. Judge Bogdanoff and the Mediating Parties may agree on  
19 additional confidentiality provisions in connection with the Mediation.

20          13.      The scope of the Mediation remains subject to the final agreement of Judge  
21 Bogdanoff and Mediating Parties; however, it is the Movants' intent to address and resolve as  
22 many as possible of the numerous issues concerning Socotra in the Chapter 11 Cases.

23          14.      The Mediating Parties have agreed on Judge Bogdanoff to serve as the mediator  
24 and are confident that his skills and experience will be invaluable in resolving their disputes.

25          15.      I understand that Judge Bogdanoff is a capable and experienced mediator, in  
26 particular with respect to bankruptcy issues.

16. I believe that resolving the disputes between Socotra and the other Mediating Parties will be a tremendous milestone in the Chapter 11 Cases, and it will pave the way for confirmation of the Plan.

17. I believe that the Mediation Costs are very reasonable considering the potential upside to the Movants' estates in avoided litigation costs.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed September 10, 2025.

/s/ Bradley D. Sharp  
Bradley D. Sharp