

Todd S. Garan (SBN 236878)
 tgaran@aldridgepite.com
 Greg P. Campbell (SBN 281732)
 gcampbell@aldridgepite.com
 ALDRIDGE PITE, LLP
 3333 Camino del Rio South, Suite 225
 San Diego CA 92108
 Telephone: (858) 750-7600
 Facsimile: (619) 590-1385

Attorneys for Secured Creditors:
 Nationstar Mortgage LLC as Secured Creditor, and Servicer for
 Secured Creditors Discussed Below

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

LEFEVER MATTSON, a California
 corporation, *et al*,¹
 Debtor and Debtor in Possession.

In re

KS MATTSON PARTNERS, LP
 Debtor,

Case No.24-10545

Chapter 11

(Jointly Administered)

**CREDITORS' OBJECTION TO
 DEBTOR'S FIRST AMENDED
 DISCLOSURE STATEMENT**

Hearing:

Date: November 19, 2025

Time: 1:00 P.M.

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

Judge: Hon. Charles Novak

Nationstar Mortgage LLC, in its capacity as Secured Creditor, and/or servicer of the Secured Creditors as to the Claims and real properties below (collectively herein, "Creditors") in the above-entitled Debtors, LeFever Mattson. *et al* (collectively, "Debtors") hereby submits its Objection ("Objection") to Debtors' First Amended Disclosure Statement in Support of First Amended Chapter

1 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>. 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>.

11 Plan, and Confirmation Procedures Motion. The basis of the Objection is stated below:

I. STATEMENT OF FACTS

A. SUBJECT CLAIMS:

Creditor/Servicer	Subject Property	POC
U.S. Bank National Association, as Trustee for LEHMAN XS TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-15N Nationstar Mortgage LLC as servicer	<u>1173 Araquipa Court, Vacaville, CA 95687</u> Promissory Note dated April 16, 2007, executed by George F. Parma (“Borrower”) to Greenpoint Mortgage Funding, Inc. (“Lender”) in principal sum of \$340,000 (the “Note”). The Note is secured by a deed of trust (the “Deed of Trust”) encumbering the Subject Property, which includes an Assignment of Rents. Subsequently, Lender’s beneficial interest in the Loan was assigned and transferred to Creditor.	Claim No.48-1 (LFM) \$311,895.39
Nationstar Mortgage LLC	<u>157 James River Road, Vallejo, CA 94591</u> Promissory Note dated December 20, 2002, executed by Jeffrey P. Robinson and Karen W. Robinson (“Borrowers”) to Lehman Brothers Bank, FSB (“Lender”) in principal sum of \$260,000 (the “Note”). The Note is secured by a deed of trust (the “Deed of Trust”) encumbering the Subject Property, which includes an Assignment of Rents. Subsequently, Lender’s beneficial interest in the Loan was assigned and transferred to Creditor.	Claim No:50-1 (LFM) \$134,563.83
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee for Residential Accredited Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QO3 Nationstar Mortgage LLC as servicer	<u>454 15Th St, Del Mar, CA 92014</u> Promissory Note dated January 1, 2007, executed by Kenneth W. Mattson (“Borrower”) to BSM Financial, LP (“Lender”) in principal sum of \$1,920,000.00 (the “Note”). The Note is secured by a deed of trust (the “Deed of Trust”) encumbering the Subject Property. Subsequently, Lender’s beneficial interest in the Loan was assigned and transferred to Creditor.	Claim No:713-1 (KSMP) \$1,792,122.39

B. THE BANKRUPTCY PROCEEDINGS

On September 12, 2024, Debtor, LeFever Mattson, Inc. commenced a case by filing a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court

1 for the Northern District of California – Santa Rosa Division and was assigned Case No. 24-10545.
2 (*See*, Dkt. No.1)

3 On September 20, 2024, the Court entered its Order for Joint Administration of
4 approximately 59 of Debtor’s affiliated Bankruptcy Cases that were filed concurrently with Debtor’s
5 case, with the Debtor’s case being the Lead Case. (*See*, Dkt. No.45).

6 Subsequent to an agreement between KS Mattson Partners, LP (“KSMP”) and LeFever
7 Mattson, the Court entered the Stipulated Order for Relief in an Involuntary Case on June 9, 2025
8 [Case No. 24-10715, Dkt. No. 131] (the “KSMP Order for Relief”). KSMP is now a chapter 11
9 debtor in possession, and its case is now jointly administered, for procedural purposes only, with
10 those of the Debtors, pursuant to the Stipulated Bridge Order in Connection With the Motion to
11 Substantively Consolidate the Bankruptcy Estates of LeFever Mattson and KSMP, entered on July
12 29, 2025. (*See*, Dkt. 1887)

13 On October 15, 2025, the Debtors filed their First Amended Disclosure Statement and
14 Chapter 11 Plan of Liquidation. (*See*, Dkt. Nos.2561 and 2567).

15 On October 15, 2025, the Debtors’ filed their Amended Joint Motion Approving Plan
16 Summary and Related Confirmation Procedures. (*See*, Dkt. No.2569).

17 Creditors hereby Object to the Disclosure Statement.

18 **II. ARGUMENT**

19 **A. DEBTORS’ DISCLOSURE STATEMENT FAILS TO CONTAIN ADEQUATE** 20 **INFORMATION PER SECTION 1125 OF THE BANKRUPTCY CODE.**

21 **1. Legal Standard**

22 Title 11 U.S.C. § 1125(b) provides that acceptance or rejection of a proposed Plan of
23 reorganization may not be solicited unless the holder of a claim or interest to whom the solicitation is
24 made is provided with the proposed plan or summary thereof and “a written disclosure statement
25 approved, after notice and a hearing, by the court as containing adequate information.” 11 U.S.C.
26 §1125(b). To approve a Disclosure Statement, the court must first determine that it contains
27 “adequate information.” *In re Unichem Corp.*, 72 B.R. 95, 96 (Bankr. N.D. Ill. 1987).

28 Adequate information means that the Disclosure Statement must clearly and succinctly
inform the average creditor “what it is going to get, when it is going to get it, and what contingencies

1 there are to getting its distribution.” *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D. N.H. 1991).
2 “Adequate information” is information of a kind, and in sufficient detail, to enable a “hypothetical
3 investor” typical of the holders of claims and interests in a case to make an informed judgment about
4 the Plan. 11 U.S.C. § 1125(a)(1).

5 Relevant factors in evaluating the adequacy of a Disclosure Statement include: (1) the events
6 which led to the filing of the bankruptcy petition; (2) a description of the available assets and their
7 value; (3) the anticipated future of the company; (4) the source of the information contained in the
8 Disclosure Statement; (5) a disclaimer; (6) the present condition of the debtor while in Chapter 11;
9 (7) the scheduled claims; (8) the estimated return to creditors in a Chapter 7 liquidation; (9) the
10 accounting method utilized to produce financial information and the name of the accountants
11 responsible for such information; (10) the future management of the debtor; (11) the Chapter 11 Plan
12 or a summary thereof; (12) the estimated administrative expense, including attorneys’ and
13 accountants’ fees; (13) the collectability of accounts receivables; (14) financial information, data,
14 valuations or projections relevant to the creditors’ decision to accept or reject the Chapter 11 Plan;
15 (15) information relevant to the risks posed to creditors under the Plan; (16) the actual or projected
16 realizable value from recovery of preferential or otherwise voidable transfers; (17) litigation likely to
17 arise in a non-bankruptcy context; (18) tax attributes of the debtor; and (19) the relationship of the
18 debtor with affiliates. *In re Metrocraft Publishing Services, Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga.
19 1984) [Emphasis added]

20 Debtors’ Disclosure Statement does not provide sufficient information in compliance with
21 §1125 as set forth below.

22
23 **2. Debtors’ Plan Fails to Clearly Identify and/or Separately Classify Claims That Are**
24 **Substantially Dissimilar in Violation of 11 U.S.C. § 1122(a) and/or Creditors Are**
25 **Left to Guess What Their Specific Subclasses Would Be Under the Chapter 11 Plan**

26 Pursuant to 11 U.S.C. § 1122(a), a plan may place a claim or an interest in a particular class
27 only if such claim or interest is substantially similar to the other claims or interests of such class.
28 Secured creditors may not be classified together when they have liens in different property, or
possess liens of different priority in the same property, since their respective rights are not

1 substantially similar. *In re Commercial Western Finance Corp.* (9th Cir. 1985) 761 F.2d 1329, 1338;
2 *Matter of Greystone III Joint Venture*, 995 F.2d 1274 (5th Cir. 1991), on reh'g (Feb. 27, 1992);
3 *Matter of Briscoe Enterprises, Ltd., II*, 994 F.2d 1160, 1166 (5th Cir. 1993); *In re Holthoff*, 58 B.R.
4 216 (Bankr. E.D. Ark. 1985). While creditors may have liens on the same property, those liens are
5 not equal. One will be in first place and one in second. For lienholders, that difference is substantial
6 and significant. *In re Linda Vista Cinemas, L.L.C.*, 442 B.R. 724, 754 (Bankr. D. Ariz. 2010).
7 Generally, different liens upon the same property have priority according to the time of their
8 creation. *Windham v. Citizens Nat. Bank*, 105 S.W.2d 348 (Tex. Civ. App. 1937). The Fifth Circuit
9 has interpreted “substantially similar” as a reflection of the legal attributes of the claims, not who
10 holds them. “Substantially similar claims” are those which share common priority status and other
11 legal rights against the debtor’s assets. *In re Greystone Joint Venture*, 995 F.2d 1274, 1278 (5th Cir.
12 1991).

13 In the present matter, generally, Creditors cannot view the Debtors’ Disclosure Statement and
14 Plan and ascertain whether its claims would be in either Class 3 or Class 4 Secured Claim, let alone
15 what its asserted “subclass” would be for voting purposes. For example, would the subclass be 3(a)
16 or 4(a) and so on, or is it based upon specific property address? This ladder method only works to
17 the extent there is 1 lien on a real property. Given Debtors have gone to great lengths to review all
18 the secured claims in this case and it no doubt understands which claims it intends to try and sell/pay
19 by the Effective Date, and those they expect to hold for some period beyond the Effective Date, it
20 would be helpful and beneficial for the Creditors if the Plan would clearly state what class and
21 subclass a secured creditor’s claim is expected to be in in order to substantially reduce speculation
22 and assist with the balloting and voting process. Thus, Creditors believe Debtors’ Amended
23 Disclosure Statement and Plan have failed to properly classify Secured Creditors’ claim in violation
24 of § 1122(a). As such, approval of Debtors’ Disclosure Statement should be denied, or the
25 Disclosure Statement should be amended to correct the foregoing defect to provide greater clarity for
26 the Secured Claims.

27
28 **3. The Disclosure Statement and Plan Do Not Attach a Current Valuation of Real
Property Assets Expected To Sold or Retained Under the Plan, Nor Does The**

1 **Disclosure Statement and Plan Sufficiently Describe the Treatment of the Secured**
2 **Claims Under the Plan and/or What a Creditor can Expect to Receive By Way of**
3 **Payment or Payment Schedule Under the Plan.**

4 Will the Debtors Disclosure Statement and Plan be providing updated values for the real
5 property assets that are expected to be sold on or before the Effective Date or retained under the
6 Plan? The case is already more than 1 year old and it would seem updated values may be relevant
7 particularly for claims that retained under the Plan for Class 4. *See, In re Ahlers*, 794 F.2d 388, 398
8 (8th Cir. 1986), rev'd on other grounds, 485 U.S. 197 (1988) (For purpose of the reorganization plan,
9 the value of the collateral is to be determined on the date of the confirmation hearing, or valuation
10 hearing); *In re Heritage Highgate, Inc.*, 679 F.3d 132, 142-143 (3rd Cir. 2012) (Where purpose of the
11 valuation of collateral is to determine the treatment of a claim by reorganization plan as secured or
12 unsecured, the values determined must be compatible with the values that will prevail on the plan's
13 confirmation date); *In re Dheming*, 2013 WL 1195652 (Bankr. N.D. Cal); *In re Eblen*, 1991 WL
14 284108, at 2 (Bankr. N.D. Cal. 1991); *In re Hales*, 493 B.R. 861, 866 (Bankr. D. Utah 2013).
15 Further, the actual amount of a creditors secured interest in the real property at time of confirmation
16 is the market value of the real property, *plus* the net amount of rents collected post-petition and pre-
17 confirmation and subject to the Deed of Trust, where applicable *See, In re Ambanc La Mesa Ltd.*
18 *Partnership*, 115 F.3d 650, 654 (9th Cir. 1997)

19 Creditors also have concerns about the vague or lack of substantive claim treatment in the
20 Disclosure Statement and/or Plan. (See, U.S.C. Section 1123(a)(3)). As stated above, Creditors
21 cannot look at the Plan and clearly see what Class a specific claim and/or property falls into as there
22 is no specific property or subclass claims schedule attached to the Disclosure Statement or Plan.
23 Further, there is no asserted Allowed Amount as to any Secured Claim, or explanation as to how an
24 asserted Allowed Amount is calculated for the Plan purposes. Why is none of this information stated
25 in the Disclosure Statement and Plan? Creditors suspect Debtors' have completed their analysis of
26 the various secured claims in this case, including how it believes an asserted Ponzi Analysis may
27 impact or require an adjustment to the amount of an Allowed Class 3 or Class 4 Secured Claim under
28 the Plan as asserted. Why isn't this information being included in the Disclosure Statement and/or
29 Plan to provide sufficient disclosure so that Creditors can make an informed decision to vote in favor

1 or against the Plan and/or Object as necessary. Indeed, if the goal of the Debtors' Disclosure
2 Statement and Plan is avoid litigation, the lack of information would only seem to encourage
3 creditors to file objects given the speculative nature of the current Plan Treatment, rather than give
4 Creditors something to analyze and/or verify so as to decide whether an objection is
5 warranted/necessary or to even encourage resolution as to the treatment. Why not state this
6 information plainly in a schedule to be attached to the Disclosure Statement and Plan if it's
7 available?. Presently, there's insufficient information for Creditors to understand what's going to
8 happen with their claims/properties under the Disclosure Statement and Plan.

9 Also, for retained claims under Class 4, is the claim expected to be de-escrowed for property
10 taxes and insurance after the Effective Date, or are Debtors expecting to leave these Class 4 claims
11 impounded for property taxes and/or insurance? This should be clearly stated as well to avoid issues
12 post-confirmation.

13 As such, Creditors do not believe there is sufficient disclosure and/or information in
14 accordance with Section 1125 and the Disclosure Statement and Plan should be supplemented with
15 this information before being approved.

16
17 **4. Out of An Abundance of Caution Creditor Object To Section 5.6 of the Plan As
Overbroad and It Should be Qualified Further**

18 Section 5.6 Cancellation of Instruments states "...Except as otherwise provided in the Plan,
19 and except with respect to any executory contracts and unexpired leases that are assumed and
20 assigned pursuant to a Final Order, any agreement, bond, certificate, contract, indenture, lease, note,
21 security, warrant, or other instrument or document evidencing or creating any indebtedness or
22 obligation of the Debtors shall be deemed cancelled on the Effective Date, and all Liens, mortgages,
23 pledges, grants, trusts, and other interests relating thereto shall be automatically cancelled, and all
24 obligations of the Debtors thereunder or in any way related thereto shall be discharged?."

25 Creditor objects to this provision as drafted as overbroad. Initially, many of Creditor's
26 Claims originated with non-debtor borrowers and these obligations cannot be discharged under this
27 Plan as this would violate 11 U.S.C Section 524(e). The language above appears to be in the
28 disjunctive, rather than solely as to the Debtor and Creditors have concerns about the same. Further,

1 to the extent that Debtors actually choose to retain certain real properties per Class 4 of the Plan, the
2 existing Deed of Trusts encumbering Creditors claims, and related covenants therein serve an
3 important equitable function to protect the Creditors to ensure the collateral is protected, maintained
4 and provides reasonable obligations between the parties as to said collateral. Creditor is concerned
5 that this provision taken literally would lobotomize these very common industry obligations. While
6 Creditors understand that a new obligation may be proposed under the Plan as to Class 4 Secured
7 Claims, Creditors see no reason to do away with the existing recorded deed of trust and what are
8 commonly understood protections and obligations with respect to secured collateral. Simply put, the
9 loan obligations should be modified solely to the extent of the stated loan obligation terms the Plan,
10 or otherwise, continue to exist for the reasons indicated above. Thus, Creditor is filing this
11 Objection out of an abundance of caution and respectfully request that it be stricken or clarified
12 further.

13 **WHEREFORE:** Creditors respectfully requests:

- 14 1. That the Court deny Approval of Debtors' Disclosure Statement or that the Debtors'
15 further amend the Disclosure Statement and Plan to address the issues raised herein; and
- 16 2. Such other relief as the Court deems just and proper.

17 Respectfully Submitted,

18 **ALDRIDGE PITE, LLP**

19 Dated: November 12, 2025

20 By: /s/ Todd S. Garan

21 Todd S. Garan

22 Attorneys for Nationstar Mortgage LLC, in its
23 capacity as Secured Creditor, and servicer the
24 Secured Creditors discussed herein
25
26
27
28

Todd S. Garan (SBN 236878)
tgaran@aldridgepite.com
Greg Campbell (SBN)
gcampbell@aldridgepite.com
ALDRIDGE PITE, LLP
3333 Camino del Rio South Suite 225
San Diego, CA 92108
Telephone: (858) 750-7600
Facsimile: (619) 590-1385

Attorneys for Creditor
Nationstar Mortgage LLC as Secured Creditor, and Servicer for
Secured Creditors Discussed Below

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

In re
LEFEVER MATTSON, a California
corporation, *et al*,¹
Debtor and Debtor in Possession.

Case No. 24-10545
Chapter 11
(Jointly Administered)

PROOF OF SERVICE

In re
KS MATTSON PARTNERS, LP
Debtor,

I, Lauren Timby, declare that:

I am employed by Aldridge Pite, LLP. My business address is: 3333 Camino del Rio South Suite 225 San Diego, CA 92108. I am over the age of eighteen years and not a party to this cause.

On November 12, 2025, I caused the following documents:

CREDITORS' OBJECTION TO DEBTOR'S FIRST AMENDED DISCLOSURE STATEMENT

¹ 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>. 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 to be served in said cause by placing a copy thereof enclosed in a sealed envelope with postage
2 thereon fully prepaid in the United States Mail, and/or via electronic means pursuant to Bankruptcy
3 Local Rule 9013-3(c) as follows:

4
5 **DEBTOR**

6 LeFever Mattson, a California corporation
7 6359 Auburn Blvd.
8 Suite B
9 Citrus Heights, CA 95621
(Via U.S. Mail)

10 **DEBTOR'S ATTORNEY**

11 Gabrielle L. Albert
12 Keller Benvenuti Kim LLP
13 101 Montgomery Street
14 Suite 1950
San Francisco, CA 94104
galbert@kbbkllp.com
(Via NEF)

15 Matthew Tyler Davis
16 Keller Benvenuti Kim LLP
17 101 Montgomery Street
18 Ste 1950
San Francisco, CA 94104
tdavis@kbbkllp.com
(Via NEF)

19 Tobias S. Keller
20 Keller Benvenuti Kim LLP
21 101 Montgomery Street
22 Suite 1950
San Francisco, CA 94104
tkeller@kbbkllp.com
(Via NEF)

23 Dara Levinson Silveira
24 Keller Benvenuti Kim LLP
25 101 Montgomery Street
26 Suite 1950
27 San Francisco, CA 94104
28 dsilveira@kbbkllp.com
(Via NEF)

1 Thomas B. Rupp
2 Keller Benvenuti Kim LLP
3 101 Montgomery Street
4 Suite 1950
5 San Francisco, CA 94104
6 trupp@kbkllp.com
7 (Via NEF)

8 **U.S. TRUSTEE**

9 U.S. Trustee
10 Department of Justice
11 Jared A. Day
12 Office of the U.S. Trustee
13 300 Booth St. #3009
14 Reno, NV 89509
15 jared.a.day@usdoj.gov
16 (Via NEF)

17 Deanna K. Hazelton
18 DOJ-Ust
19 2500 Tulare Street
20 Ste 1401
21 Fresno, CA 93721
22 deanna.k.hazelton@usdoj.gov
23 (Via NEF)

24 Phillip John Shine
25 DOJ-Ust
26 450 Golden Gate Avenue,
27 5th Floor Suite #05-0153
28 San Francisco, CA 954102
phillip.shine@usdoj.gov
(Via NEF)

OTHER INTERESTED PARTIES

George F. Parma
C/O Lefever Mattson Prpty Mgmt
Citrus Heights, CA 95621
(Via U.S Mail)

**Creditor Committee
Official Committee of Unsecured Creditors,
Official Committee of Unsecured Creditors**

Gillian Nicole Brown
Pachulski Stang Ziehl & Jones LLP

10100 Santa Monica Blvd.
Ste 13th Floor
Los Angeles, CA 90067
gbrown@pszjlaw.com
(Via NEF)

John D. Fiero
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
jfiero@pszjlaw.com
(Via NEF)

Steven W Golden
Pachulski Stang Ziehl & Jones LLP
919 N. Market Street
Ste 17th Floor
Wilmington, DE 19801
sgolden@pszjlaw.com
(Via NEF)

Debra I. Grassgreen
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
dgrassgreen@pszjlaw.com
(Via NEF)

Cia Mackle
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd.,
13th Floor
Los Angeles, CA 90067
cmackle@pszjlaw.com
(Via NEF)

Jason Rosell
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
jrosell@pszjlaw.com
(Via NEF)

Brooke Elizabeth Wilson
Pachulski Stang Ziehl & Jones LLP
One Sansome Street,
34th Floor Suite 3430
San Francisco, CA 94104
bwilson@pszjlaw.com
(Via NEF)

Hayley R Winograd
Pachulski Stang Ziehl & Jones LLP

1700 Broadway
Ste 36th Floor
New York, NY 10019
hayleywinograd@gmail.com
(Via NEF)

I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 12, 2025

/s/ Lauren Timby
LAUREN TIMBY