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Attorneys for Defendant

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

In Re
 LeFever Mattson, a California Corporation,
et al.,
 Debtors.

Adversary No.: 25-01020

Bankruptcy Case No. 24-40545
 (Jointly Administered)

Ch 11

In re
 KS Mattson Partners, LP,
 Debtor.

**MOTION TO DISMISS COMPLAINT
 WITH PREJUDICE FOR FAILURE TO
 STATE A CLAIM UPON WHICH
 RELIEF CAN BE GRANTED;**

The Official Committee of Unsecured
 Creditors,
 Plaintiffs,

**MEMORANDUM OF POINTS AND
 AUTHORITIES IN SUPPORT
 THEREOF**

[F.R.C.P. 12(b)(6); F.R.B.P 7012]

v.

Hearing Information:

Deutsche Bank Trust Company Americas, as
 Trustee for Residential Accredit Loans, Inc.,
 Mortgage Asset-Backed Pass-Through
 Certificates, Series 2007-QO1

DATE: January 7, 2026
 TIME: 11:00 AM
 CTRM: Courtroom 215
 1300 Clay Street, Oakland, CA

Defendants.

Honorable Charles Novack

**TO THE HONORABLE CHARLES NOVACK, UNITED STATES BANKRUPTCY COURT
 JUDGE, THE PLAINTIFFS, AND OTHER INTERESTED PARTIES:**



1 **PLEASE TAKE NOTICE** that Defendant Deutsche Bank Trust Company Americas, as Trustee
2 for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-
3 QO1 (“Defendant”) hereby files its Motion to Dismiss the above-entitled and numbered adversary
4 complaint (“Complaint”) with prejudice due to Plaintiff’s lack of standing and for failure to state a claim
5 upon which relief can be granted.
6

7 This Motion is made pursuant to Federal Rules of Civil Procedure (“FRCP”) 12(b)(1) and
8 12(b)(6), as made applicable to adversary proceedings by Federal Rules of Bankruptcy Procedure
9 (“FRBP”) 7012(b).
10

11 First, Plaintiff does not have standing to bring this action. It is beyond dispute that only an
12 individual injured by a willful stay violation may recover damages, per 11 U.S.C. § 362(k). By
13 Plaintiff’s own admission, it is bringing this action on behalf of the Debtor, a non-individual [*see KS*
14 *Mattson Partners, LP*, 24-10715, docket 1: ‘**Chapter 11 Involuntary Petition Against a Non-**
15 **Individual**’], per the Court’s order granting stipulation to pursue causes of action [¶ 6 of the
16 Complaint]. While it may be true that the Court authorized Plaintiff to bring whatever causes of action
17 that *KS Mattson Partners* may have had on behalf of *KS Mattson Partners*, the Court’s order was not a
18 decree that the Debtor did in fact have viable legal causes of action in the first place against Defendant.
19 Moreover, the Plaintiff committee itself is not even an individual and thus cannot seek damages for any
20 purported stay violation.
21
22

23 In addition, as explained by the U.S. District Court for the Northern District of California in
24 *ComUnity Collectors LLC v. Mortg. Elec. Registration Servs., Inc.*, No. C-11-4777 EMC, 2012 WL
25 3249509, at *8-9 (N.D. Cal. Aug. 7, 2012), creditors do not have standing to assert violations on behalf
26 of a debtor or trustee (or debtor in possession) [which, again, the Debtor could not even do here, as it is
27 not an individual). Accordingly, the Complaint should be dismissed with prejudice
28

 Second, as to the substance of the Complaint, FRCP 12(b)(6) provides, as a defense to a claim

1 for relief, a failure to state a claim for relief upon which relief can be granted. Defendant submits that
2 the Complaint fails to state any claim upon which relief can be granted against the Defendant.
3 Moreover, as there is no reasonable likelihood that amendment to the Complaint can salvage the same,
4 Defendant seeks an order dismissing the Complaint with prejudice.
5

6 Specifically, Defendant submits that:

7 **A. Defendant did not Willfully Violate the Automatic Stay:** Defendant did not willfully
8 violate the automatic stay, as the Defendant had no knowledge or awareness of Debtor's case when it
9 went to sale [which was on 5/09/2025]. Defendant only became aware of the Debtor's case on or about
10 7/29/2025 (via its foreclosure trustee) and the foreclosure sale was promptly rescinded via a rescission
11 dated 8/14/2025 [and recorded 8/18/25]. In fact, the Complaint does not even allege that Defendant had
12 knowledge of the Debtor's case when it went to sale.
13

14 Moreover, the Complaint was draft under a misapprehension of the facts; it does not even
15 acknowledge the recorded rescission and seeks 'relief' under 11 USC §§ 549 and 550 to avoid the
16 foreclosure sale and recover the same (while perhaps not relevant or material hereto, Defendant notes
17 that such relief is superfluous in the context of a stay violation and it is unclear why such relief was
18 sought in the first instance). Similarly, it seeks 'damages' of \$1,695,000.00 which is the alleged current
19 value of the Property, plus damages for attorney fees incurred in connection with attempting to 'recover'
20 the Property, even though the foreclosure recession was recorded two and a half months ago.
21
22

23 Plaintiff's first cause of action for Willful Violation of the Automatic Stay should be dismissed
24 with prejudice.

25 **B. Plaintiff's cause of action for Avoidance of the Foreclosure Sale is Moot, as the**
26 **Foreclosure Sale was rescinded:** Once Defendant learned of the bankruptcy filing, it promptly
27 rescinded the foreclosure sale. The foreclosure sale of the Property was rescinded and the Notice of
28 Rescission of Trustee's Sale and Trustee's Deed Upon Sale was recorded, the Property remains property

1 of the bankruptcy estate. There is no more foreclosure sale to be avoided. Plaintiff's second cause of
2 action for avoidance of the foreclosure sale is moot and should be dismissed with prejudice. Moreover,
3 Defendant submits that 11 USC §§ 549 and 550 are not mechanisms to 'recover' Property in the context
4 of a stay violation, which is void ab initio and needs no recovery mechanism.
5

6 **C. Defendant's cause of action for Recovery of the Property Value is Moot, as the**
7 **Foreclosure Sale was rescinded, and the Property remains Property of the Estate:** Once the
8 Defendant learned of the bankruptcy filing related to the Property, it promptly rescinded the foreclosure
9 sale. Once the foreclosure sale was rescinded, the Property remains the property of the bankruptcy
10 estate. The Property is current property of the bankruptcy estate, Plaintiff's third causes of action for
11 recovery of Property value is moot and should be dismissed with prejudice.
12

13 **D. As to the entire Complaint:** Plaintiff's entire claim is depended on the foreclosure sale
14 which has since been rescinded. Defendant was never properly notified of the bankruptcy filing by the
15 Debtors and did not willfully violation the automatic stay. Once Defendant learned of the bankruptcy
16 filing, it promptly rescinded the foreclosure sale and recorded the Notice of Rescission of Trustee's Sale
17 and Trustee's Deed Upon Sale. Since the recession of the foreclosure sale, the Property remains
18 property of the Bankruptcy Estate, Plaintiff's second and third causes of action are Moot. The
19 Complaint, in its entirety, fails to state any claim against the Defendant upon which relief can be granted
20 and it should be dismissed.
21
22

23 Pursuant to Local Bankruptcy Rule 7012-1, Movant hereby set forth that it consents to this Court
24 entering a final order.

25 Dated: December 4, 2025

Respectfully Submitted,
McCalla Raymer Leibert Pierce, LLP

27 By: /s/ Fanny Wan
28 Fanny Wan

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND FACTUAL BACKGROUND**

3 Defendant provides the following summary of the course of conduct between the parties.
4 Defendant acknowledges that the Court will only look to the pleadings, exhibits thereto, and any
5 judicially noticeable items. Nonetheless, to the extent relevant, Defendant hereby set forth this
6 summary.
7

8 On or around November 20, 2006, James R. Stillson and Carol A. Stillson (“Borrowers”) made
9 and delivered a Promissory Note in the original principal amount of \$1,200,000.00 secured by the Deed
10 of Trust which was recorded on December 5, 2006 in Official Records of Sonoma County as document
11 number 2006149945, against the real property located at 3557 Golf View Terrace, Santa Rosa,
12 California (“Property”). Beneficial interest under the Deed of Trust was subsequently transferred to the
13 Defendant.
14

15 On September 12, 2004, LeFever Mattson, a California corporation and 57 of its affiliates
16 (collectively “LFM Debtors”) filed its voluntary petition for relief under Chapter 11 of the Bankruptcy
17 Code in the United States Bankruptcy Court for the Northern District of California and was assigned
18 case number 24-10545.
19

20 On November 22, 2024, LFM Debtors and Windtree, LP a California limited liability company
21 filed an involuntary Chapter 11 petition against KS Mattson Partners, LP (“KSMP”) in the United States
22 Bankruptcy Court for the Northern District of California and was assigned case number 24-10715.
23

24 On January 10, 2025 a Notice of Default and Election to Sell Under Deed of Trust was recorded
25 in the Official Records of Sonoma County as document number 202501128.
26

27 On April 8, 2025 a Notice of Trustee’s Sale was recorded in the Official Records of Sonoma
28 County as document number 2025015308.

On May 9, 2025, a foreclosure sale was held.

1 On June 30, 2025, a Trustee's Deed Upon Sale was recorded in the Official Records of Sonoma
2 County as document number 2025029850.

3 On July 29, 2025, Defendant learned of KSMP's bankruptcy filing.

4 On August 18, 2025, the Notice of Rescission of Trustee's Sale and Trustee's Deed Upon Sale
5 was recorded in the Official Records of Sonoma County as document number 2025038861. Attached
6 hereto as Exhibit "1" is a true and correct copy of the recorded Notice of Rescission of Trustee's Sale
7 and Deed Upon Sale,
8

9 On October 1, 2025 Defendant filed its Proof of Claim 64-1.

10 On October 16, 2025 Plaintiff executed a demand letter to the Defendant, a copy of which is
11 attached to Plaintiff's Complaint as Exhibit "A".
12

13 On November 3, 2025 Plaintiff filed its Complaint and initiated the instant adversary proceeding.

14 **II. ARGUMENTS**

15 **A. Plaintiff's First Cause of Action for Willful Violation of the Automatic Stay Pursuant to 11**

16 **U.S.C. 362(a) fails to state any claim against Defendant upon which Relief can be Granted.**

17 A dismissal will be granted where the plaintiff fails to state a claim upon which relief can be
18 granted. *Fed. R. Civ. Proc.* 12(b)(6). In this instant case, the Plaintiff fails to state a claim against the
19 Defendant for willful violation of the automatic stay because the Defendant was never properly notified
20 of the bankruptcy filings and was not aware the existence of the automatic stay until after the foreclosure
21 sale as held.
22

23 The Defendant did not willfully violation the automatic stay because it was not aware of the
24 bankruptcy case filing until after the foreclosure sale. Defendant did not receive any notice of the
25 pending bankruptcy filings prior to the now rescinded foreclosure sale scheduled for May 9, 2025,
26 Defendant only became aware of the bankruptcy filing on July 29, 2025 after the foreclosure sale was
27 held via its foreclosure trustee. Upon learning of the pending bankruptcy cases, Defendant promptly
28

1 initiated the rescission process and the Notice of Rescission of Trustee's Sale and Trustee's Deed Upon
2 Sale was recorded in the Official Record of Sonoma County on August 18, 2025. In fact, the Complaint
3 does not even allege that Defendant had actual knowledge of the Debtor's Case.
4

5 11 U.S.C. §342(a) requires notice to be given to all creditors of an order for relief. Plaintiff in its
6 Complaint noted that KSMP's bankruptcy petition was recorded against the Property in Sonoma County
7 but failed to acknowledge that KSMP or LFM Debtors had failed to notify the Defendant of their
8 bankruptcy filings. KSMP and LFM Debtors commenced their respective bankruptcy cases on
9 September 12, 2024 and November 22, 2024, well before the Notice of Default was recorded on the
10 Property. Both KSMP and LFM Debtors had ample time to notify the Defendant of its bankruptcy filing
11 prior to the foreclosure sale on May 9, 2025 but failed to do so.
12

13 Defendant learned of the bankruptcy filing on its own after the foreclosure sale was held. Upon
14 hearing of the LFM Debtors' and KSMP's bankruptcy filings, Defendant promptly rescinded the
15 foreclosure sale. There was no willful violation of the automatic stay by the Defendant as it never
16 received proper notice of the bankruptcy filing from LFM Debtors or KSMP prior to the foreclosure
17 sale. Plaintiff's claim for Willful Violation of the Automatic Stay should be dismissed with prejudice.
18

19 **B. Plaintiff's Second Cause of Action for Avoidance of the Foreclosure Sale Pursuant to 11**
20 **U.S.C. 549 (a) fails to state any claim against Defendant upon which Relief can be Granted.**
21

22 Defendant upon learning of LFM Debtors' and KSMP's bankruptcy filing, promptly rescinded
23 the foreclosure sale. The sale was rescinded and the Notice of Recession of Trustee's Sale and Trustee's
24 Deed Upon Sale was recorded in the Official Records of Sonoma County on August 18, 2025. Since the
25 sale was rescinded the Property is and remains property of the bankruptcy estate. Plaintiff's second
26 cause of action for Avoidance of the Foreclosure Sale Pursuant to 11 U.S.C. 549(a) is moot, as the
27 foreclosure sale has already been rescinded.
28

Plaintiff fails to state a claim against the Defendant for Avoidance of the Foreclosure sale

1 Pursuant to 11 U.S.C .549(a) upon which relief can be granted, Plaintiff's second cause of action should
2 be dismissed with prejudice.

3 **C. Plaintiff's third Cause of Action for Recovery of the Property Value Pursuant to 11 U.S.C**
4 **550(a) fails to state any claim against Defendant upon which Relief can be Granted.**

5
6 Once the Defendant learned of the LFM Debtors' and KSMP's bankruptcy filing, it promptly
7 completed the rescission of the foreclosure sale. Upon the rescission of the foreclosure sale the Property is
8 and remains the property of the bankruptcy estate. There is no Property value to be recovered since the
9 foreclosure sale has been rescinded and the Property remains property of the bankruptcy estate.

10
11 Plaintiff's third cause of action for Recovery of the Property Value pursuant to 11 U.S.C. 550(a)
12 is moot and should be dismissed with prejudice.

13 **D. Plaintiff lacks standing to bring the instant adversary complaint.**

14 As explained above, Plaintiff brings this action on behalf of Debtor, an entity that is not entitled
15 to seek damages for a stay violation. In re Colortran, Inc., 210 B.R. 823, 828 (B.A.P. 9th Cir. 1997),
16 aff'd in part, vacated in part, 165 F.3d 35 (9th Cir. 1998) ("Although we find that Expeditors willfully
17 violated the automatic stay, the debtor corporation is *not an individual* and is thus not entitled to recover
18 damages under § 362(k)."). The docket of Debtor at 1 expressly states the petition is against a non-
19 individual. Thus, Plaintiff lacks standing.

20 In addition, Plaintiff itself lacks standing as it is a committee and not an individual. Moreover,
21 Defendant submits that creditors do not have standing to assert stay violations. The Ninth Circuit has
22 held that Section 362 is for the benefit of the debtor or the trustee, Creditors lack standing to challenge
23 the conducts or acts which violation the automatic stay. ComUnity Collectors LLC v. Mortg. Elec.
24 Registration Servs., Inc., No. C-11-4777 EMC, 2012 WL 3249509 (N.D. Cal. Aug. 7, 2012). Creditors
25 do not have standing to attack violation of the stay because they are merely creditors, not the debtor or
26 the trustee. In re Pecan Groves of Arizona, 951 F.2d 242 (9th Cir. 1991).

27 Plaintiff as the Official Committee of Unsecured Creditors of LFM Debtors and KSMP lack
28 standing to bring the instant adversary complaint regarding alleged violation of the automatic stay.

1 Plaintiff's Complaint should be dismissed with prejudice.

2 **E. The Entire Complaint fails to state any Causes of Action upon which Relief can be**
3 **Granted.**

4 A dismissal will be granted where the plaintiff fails to state a claim upon which relief can be
5 granted. *Fed. R. Civ. Proc.* 12(b)(6). With respect to asserting a claim, Rule 8(a)(2) requires a short and
6 plain statement of the claim showing that the pleader is entitled to relief. *Fed. R. Civ. Proc.* 8(a)(2).

7 In this instant case, Plaintiff's causes of action all center around the foreclosure of the Property
8 and the need to avoid such foreclosure and recover the value of the Property. Plaintiff's Complaint
9 should be dismissed with prejudice because Defendant was not notified of the bankruptcy filing and did
10 not willfully violation the automatic stay, and the foreclosure sale has been rescinded, Plaintiff's causes
11 of action are moot, and no relief can be granted.

12 The Defendant did not willfully violation the automatic stay as it was never properly notified of
13 the bankruptcy filings. The Defendant promptly rescinded the foreclosure sale once it learned of the
14 existence of the Bankruptcy Cases. Since the foreclosure sale has already been rescinded the claim for
15 avoidance of the foreclosure sale is moot. Upon rescission of the foreclosure sale, the Property remains
16 the property of the bankruptcy estate. Plaintiff's claim for recovery of the Property value is moot as the
17 Property remains property of the bankruptcy estate. The Plaintiff in this adversary proceeding is the
18 Official Committee of Unsecured Creditors of LFM Debtors and KSMP, the Plaintiff is a creditor and
19 not the Debtor or Trustee and has no standing to challenge violation of the stay. The debtors in this case
20 are both corporations and are not entitled to recovery of damages under 11 U.S.C. § 362(h).

21 With the foreclosure sale been rescinded, and the Property remains property of the bankruptcy
22 estate, Plaintiff's causes of actions are moot, Plaintiff's Complaint fails to state a claim upon which
23 relief can be granted and should be dismissed with prejudice in its entirety.

24 Finally, the Complaint should be dismissed with prejudice: Plaintiff did not and cannot alleged

1 Defendant had actual knowledge of Debtor's case went it went to sale, and it already recorded a
2 rescission of the sale well before Plaintiff even sent its demand letter and filed this complaint.

3
4 **III. CONCLUSION**

5 Based upon the foregoing, the Complaint should be dismissed in its entirety with prejudice.

6
7 DATED: December 4, 2025

Respectfully Submitted,
McCalla Raymer Leibert Pierce, LLP

8
9 /s/ Fanny Wan

10 Fanny Wan
11 Attorney for Defendants
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27
28

EXHIBIT “1”

2025038861

Recording Requested By:
America West Lender Services, LLC

Official Records of Sonoma County
Deva Marie Proto
08/18/2025 08:18 AM
JAMES E. ALBERTELLI, P.A.

CNCND 3 Pgs 2

Fee: \$188.00



When Recorded Mail To :
America West Lender Services, LLC
P.O. Box 23028
Tampa, FL 33623

Mail Tax Statements To:
JAMES STILLSON
3557 GOLF VIEW TERRACE
SANTA ROSA CA 95405

APN: [REDACTED]
3557 GOLF VIEW TERRACE, SANTA ROSA CA

Title Order: [REDACTED]
TS #: [REDACTED]

**NOTICE OF RESCISSION OF TRUSTEE'S SALE
AND TRUSTEE'S DEED UPON SALE**
(Cal. Civ. Code §1058.5(b))

NOTICE IS HEREBY GIVEN as follows:

1. **STEWART TITLE COMPANY OF SAN DIEGO, A CALIFORNIA CORPORATION**, was the recorded trustee of that certain deed of trust (hereafter "the Security Instrument") dated **11/20/2006** executed by

JAMES R. STILLSON AND CAROL A. STILLSON, HUSBAND AND WIFE AS JOINT TENANTS,

as Trustors, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR SCME MORTGAGE BANKERS, INC., A CALIFORNIA CORPORATION**, its successors and assigns, as Beneficiary, and recorded on **12/05/2006** as Instrument No. **2006149945**, in the Office of the **SONOMA** County Recorder. **America West Lender Services, LLC** was the duly substituted trustee under the Security Instrument. The Security Instrument secures payment of a promissory note (hereafter "the Note") in the original sum of **\$1,200,000.00** and encumbers real property (hereafter "the Property") commonly known as **3557 GOLF VIEW TERRACE, SANTA ROSA, CA 95405** and legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

2. On **01/10/2025**, **America West Lender Services, LLC** commenced a foreclosure proceeding against the Property pursuant to the power of sale contained in the Security Instrument by recording a Notice of Default and Election to Sell Under Deed of Trust as Instrument No. **2025001128** in the office of **SONOMA** County Recorder. More than three months later, on **04/08/2025**, **America West Lender Services, LLC** recorded a Notice of Trustee's Sale as Instrument No. **2025015308**, in the Office of **SONOMA** County Recorder, stating its intent to sell the Property at public auction on **05/02/2025**. The Sale was Postponed to **05/09/2025**. On that date, **America West Lender Services, LLC** sold the Property to **DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-QO1** for the total sum of **\$896,776.00**. A Trustee's Deed Upon Sale was thereafter issued in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-QO1** and was recorded on **06/30/2025** as Instrument No. **2025029850** in the Office of **SONOMA** County Recorder.

3. Before the sale was completed, the property owner filed a Chapter 11 bankruptcy petition in the United States Bankruptcy Court in the Northern District of California, on 09/12/2024, Case No. 24-10545. The filing of such bankruptcy petition immediately and automatically stayed completion of the foreclosure sale, and therefore, the purported sale and resulting Trustee's Deed Upon Sale were and are null, void and legally ineffective to transfer all or any interest in the Property to **DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2007-Q01.**

NOW THEREFORE, by the recordation of this Notice of Rescission of Trustee's Sale and Trustee's Deed Upon Sale, the undersigned, as duly substituted trustee under the aforesaid deed of trust, does hereby rescind that certain Trustee's Deed Upon Sale recorded on **06/30/2025** as Instrument No. **2025029850** in the Office of the **SONOMA** County Recorder and the Trustee's Sale described therein as though said instrument had never been executed, delivered and/or recorded and the purported Trustee's Sale described therein had never been held. The undersigned does further restore the condition of record title to the above-described real property and the existence and priority of all lienholders to the status quo prior to the recordation of said Trustee's Deed Upon Sale.

Dated: August 14, 2025

America West Lender Services, LLC, Trustee


DeeAnn Gregory
Authorized Signatory

State of **TEXAS** }

County of **DALLAS** }§

Before me, Jeff Elliott, on this day personally appeared DeeAnn Gregory, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of AUGUST, A.D., 2025.

Signature JE Elliott (Seal)

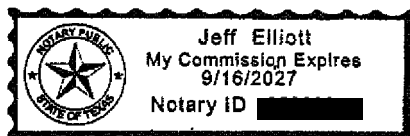


EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL ONE:

LOT 20 AS SAID LOT IS NUMBERED AND DESIGNATED UPON THE MAP OF FAIRWAY VIEW ESTATES FILED DECEMBER 05, 1980 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 315 OF MAPS, PAGE 13 THRU 19, SONOMA COUNTY RECORDS.

PARCEL TWO:

THE NON-EXCLUSIVE RIGHT TO USE AND ENJOY LOTS 119 THRU 126, AND PARCELS A AND F PROVIDED HOWEVER THAT SUCH RIGHT SHALL NOT BE EXERCISED IN A MANNER WHICH WILL INTERFERE WITH THE LANDSCAPED AREA.

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Fanny Wan, SBN 277606
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Attorneys for Defendant

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA, SANTA ROSA DIVISION

In Re
LeFever Mattson, a California Corporation, et al.
Debtors.

Adversary No.: 25-01020

Bankruptcy Case No. 24-40545
(Jointly Administered)

In Re
KS Mattson Partners, LP.
Debtor.

Chapter 11

CERTIFICATE OF SERVICE

The Official Committee of Unsecured Creditors,
Plaintiffs,
V
Deutsche Bank Trust Company Americas, as
Trustee for Residential Accredit Loans, Inc.,
Mortgage Asset-Backed Pass-Through Certificates,
Series 2007-QO1,
Defendant.

I, FANNY WAN, declare:

1. I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.
My business address is 301 E Ocean Blvd, Ste 1720, Long Beach, CA 90802.
2. On December 4, 2025, I caused to be served true and correct copies of the following documents described as:

1 **MOTION TO DISMISS COMPLAINT WITH PREJUDICE FOR FAILURE TO STATE A CLAIM**
2 **UPO NWHICH RELIEF CAN BE GRANTED**

3 **MEMORANDUM OF POINTS AND AUTHORIES IN SUPPORT THEREOF**

4 **EXHIBIT “1”**

5 **NOTICE OF HEARING ON MOTION TO DISMISS COMPLAINT WITH PREJUDICE FOR**
6 **FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED**

7 via United States Mail first class postage prepaid on the following interested parties:

8 *Plaintiff:*

9 The Official Committee of Unsecured Creditors
10 One Sansome Street, 34th Fl
Suite 3430
San Francisco, CA 94104-4436

11 *Plaintiff's Counsel:*

12 John D. Fiero
13 Pachulski Stang Ziehl & Jones LLP
14 One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436

15
16 Dated: December 4, 2025

Respectfully Submitted,
McCalla Raymer Leibert Pierce, LLP

17
18 By: /s/ Fanny Wan
19 Fanny Wan
20 Attorney for Movant
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COS