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Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

LEFEVER MATTSON, a California
corporation, *et al.*,¹

Debtors.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**OBJECTION TO CLAIMS OF SIROOS
SAIFI (PROOF OF CLAIM NO. 68)**

In re:

KS MATTSON PARTNERS, LP,

Debtor.

Date: February 11, 2026

Time: 11:00 a.m. Pacific Time

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

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>

1 **TO: (A) THE HONORABLE CHARLES NOVACK, UNITED STATES BANKRUPTCY**
2 **JUDGE; (B) THE OFFICE OF THE UNITED STATES TRUSTEE; (C) THE AFFECTED**
3 **CLAIMANT; AND (D) OTHER PARTIES ENTITLED TO NOTICE:**

4 LeFever Mattson, a California corporation ("LeFever Mattson"), and its affiliates that are
5 debtors and debtors in possession (together with LeFever Matson, the "LFM Debtors") in the
6 above-captioned chapter 11 cases (the "Chapter 11 Cases"), file this objection (the "Objection")
7 to the claim of Siroos Saifi ("Claimant"), Claim No. 68, filed October 28, 2024 (the "Claim") a
8 copy of which (without exhibits or attachments) is attached hereto as **Exhibit A**. In support
9 thereof, the LFM Debtors submit the Declaration of Bradley D. Sharp (the "Sharp Declaration"),
10 filed contemporaneously herewith.

11 **I. JURISDICTION AND VENUE**

12 The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334,
13 the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24
14 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court
15 for the Northern District of California (the "Bankruptcy Local Rules"). This is a core proceeding
16 pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408
17 and 1409.

18 **II. BACKGROUND**

19 **A. The Chapter 11 Cases**

20 As described in the *Declaration of Bradley D. Sharp in Support of Chapter 11 Petitions*
21 *and First Day Motions* [Dkt. No. 5], the Chapter 11 Cases were necessitated by, among other
22 things, Mr. Kenneth Mattson's purported sales of equity interests in many of the Debtors to
23 hundreds of investors through transactions that were not recorded in the books and records of
24 LeFever Mattson or the appropriate Debtor. Debtor Windscape Apartments, LLC, filed its chapter
25 11 petition on August 6, 2024. Fifty-eight Debtors, including LeFever Mattson, Beach Pine, LP
26 ("Beach Pine"), and Home Tax Service of America, Inc. dba LeFever Mattson Property
27 Management ("Home Tax"), filed their chapter 11 petitions on September 12, 2024. Debtors
28 Pinewood Condominiums, LP, and Ponderosa Pines, LP, filed their chapter 11 petitions on
October 2, 2024.

1 The Debtors continue to operate their businesses and manage their properties as debtors in
2 possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The United States
3 Trustee appointed an official committee of unsecured creditors (the “Committee”) in the
4 Chapter 11 Cases on October 9, 2024, [LFM Dkt. No. 135] and amended its appointment on
5 November 25, 2024 [LFM Dkt. No. 368] and on August 26, 2025 [LFM Dkt. No. 2104]. No
6 trustee or examiner has been appointed in these Chapter 11 Cases.

7 **B. The Bar Date Order**

8 On December 13, 2024, the Court entered the *Order (1) Establishing Bar Date; (2)*
9 *Approving Form and Manner of Notice of Bar Date and Procedures with Respect Thereto; and*
10 *(3) Approving Confidentiality Protocols* [Dkt. No. 459] (the “Bar Date Order”). The Bar Date
11 Order set February 14, 2025, at 11:59 p.m. Pacific Time (the “Bar Date”) as the deadline to file all
12 proofs of interest and proofs of claim in respect of any prepetition claim (as defined in section
13 101(5) of the Bankruptcy Code) against the LFM Debtors.

14 **C. The Claim**

15 Claimant filed Claim No. 68, in the amount of \$502,407.50, on October 28, 2024 (the
16 “Claim”). The stated basis of the Claim is “Breach of Lease, Fraud, Infliction of Emotional
17 Distress.” Nevertheless, Claimant also states that the Claim is not based on a lease and does not
18 identify any amount necessary to cure a default on a lease. Claimant further asserts that no part of
19 the Claim is secured. Attached to the Claim are two documents. “Attachment #1” appears to be
20 Claimant’s lease of 1359 Fulton Avenue, dated December 22, 2021, with Claimant and Claimant’s
21 business Daninaan LLC as tenants, Beach Pine as landlord, and management by Home Tax (the
22 “Lease”). “Attachment #2” presents a 4x2-cell table showing two amounts totaling \$502,407.50.
23 The first amount, for \$500,000.00, is described in the table as, “Damages (loss of business,
24 purchased equipment and supplies, and moving costs) arising from Debtor’s breach of lease for
25 failing to disclose that the commercial property located at 1359 Fulton Avenue, Sacramento,
26 California, 95825 did not have connection to natural gas.” The second amount, \$2,407.50, is
27 labeled “Attorneys’ fees and costs (pursuant to Section 31 of the Lease).” Neither attachment, nor
28

1 the proof of claim, provide evidentiary support for those amounts; meanwhile, the terms of the
2 Lease itself, with as-is and tenant-acceptance provisions, actually preclude the basis for the Claim.²

3 The LFM Debtors' books and records confirm that Claimant has been a tenant of 1359
4 Fulton Avenue and, concerning natural gas service, that Sacramento County would not accept
5 Home Tax's gas distribution application absent Claimant submitting an application for an
6 appliance connection as well. This is consistent with the current schedules of Debtor Beach Pine,
7 which list Mr. Saifi as a creditor with a nonpriority unsecured claim for a Tenant Security Deposit
8 in the amount of \$3,550.00 and as a party with whom Beach Pine is a Lessor for an unexpired
9 Retail Net Lease of the 1359 Fulton Avenue property through April 30, 2027. *See Amended*
10 *Schedules of Assets and Liabilities for Beach Pine, LP* [Dkt. No. 2252].

11 **III. THE OBJECTION AND REQUEST FOR RELIEF**

12 A claim may not be allowed if it "is unenforceable against the debtor and property of the
13 debtor, under any agreement or applicable law." 11 U.S.C. § 502(b)(1). The LFM Debtors object
14 to the Claim as unenforceable as a matter of law under section 502(b)(1) because of four
15 independently sufficient grounds for disallowing it: (A) Claimant's articulation of the proof of
16 claim is self-contradictory and thus fails to prima facie establish the Claim; (B) Claimant fails to
17 show how the terms of Claimant's Lease do not preclude the Claim outright; (C) Claimant fails to
18 explain how applicable law does not prohibit the Claim; and (D) Claimant offers no evidentiary
19 support for his Claim.

20 **A. The Claim is Self-Contradictory; Fails to Prima Facie Establish the Claim**

21 As a threshold matter, the Claim should be rejected as self-contradictory for its apparent
22 incoherence and failure to establish a prima facie claim. Claimant asserts "Breach of Lease, Fraud,
23 [and] Infliction of Emotional Distress" as the basis for the Claim. But Claimant concurrently states
24 the Claim is not based on a lease and states no amount necessary to cure a default on a lease.
25 Claimant meanwhile inconsistently asserts \$500,000 in damages as solely "arising from Debtor's
26

27 ² Lease Section 31 provides for "reasonable attorneys' fees" to the "Prevailing Party" in a
28 proceeding to enforce the terms or declare rights under the Lease. Saifi is not entitled to such
attorneys' fees because he is not the Prevailing Party in this or any other such proceeding.

1 *breach of lease* for failing to disclose . . . the commercial property . . . did not have connection to
2 natural gas” and attendant attorney’s fees and costs under Section 31 of the Lease. Claim,
3 Attachment #2 (emphasis added). Such internally incoherent allegations fail to establish a prima
4 facie claim and fail to carry the ultimate burden of persuasion that is always on Claimant. *See*
5 *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991) (“If those allegations [of the proof
6 of claim] set forth all the necessary facts to establish a claim and are not self-contradictory, they
7 prima facie establish the claim. . . . But the ultimate burden of persuasion is always on the
8 claimant.” (quoting 3 L. King, *Collier on Bankruptcy* § 502.02 at 502-22 (15th ed. 1991))). The
9 self-contradictory Claim fails to set forth a prima facie claim, and thus can be rejected on this basis
10 alone.

11 **B. The Terms of Claimant’s Lease Bar the Claim**

12 The Claim is also unenforceable as a matter of law (and further self-contradictory) because
13 of three distinct terms of Claimant’s Lease—the (i) “as-is,” (ii) “tenant-acceptance,” and (iii)
14 “utility installations, trade fixtures, [and] alterations” provisions—each precludes Claimant’s
15 assertion of a failure to disclose a lack of natural gas connection as the basis for the Claim.

16 First, the “as-is” term of the Lease, Section 2.3, describes the condition of the commercial
17 property. That description covers infrastructure, utilities, and systems of the commercial property,
18 including plumbing, electrical, fire sprinklers, lighting, HVAC, and loading doors. *Id.* There is
19 no mention of any natural gas connection, no mention of any natural gas service, and no mention
20 of any natural gas distribution or appliance connection permitting. *See id.* The term then expressly
21 provides for specifying what, if any, improvements or modifications the Landlord, Beach Pine,
22 has agreed to. *Id.* The provision unambiguously and in all-caps states that the Landlord is
23 providing the commercial property, “AS IS.”³ Claimant cannot reasonably interpret section 2.3 of

24 _____
25 ³ The “as-is” condition provision of the Lease, section 2.3, and its subsection 2.3(a), thus states
in relevant part:

26 **2.3 Condition.** Landlord shall deliver the Premises to Tenant . . . and warrants to
27 Tenant that the existing plumbing, electrical systems, fire sprinkler system,
lighting, air conditioning and heating systems and loading doors, if any, in the
28 Premises, other than those constructed by Tenant, shall be in good operating
condition . . .

1 the Lease as failing to disclose a lack of natural gas connection. No natural gas connection is listed
2 in section 2.3. And none is promised in section 2.3(a). If Claimant wanted a natural gas connection
3 included, Claimant could have requested one and sought the Landlord's agreement to modification
4 under section 2.3(a). Claimant failed to do so. The Claim is unenforceable due to Claimant's
5 agreement under section 2.3 and subsection 2.3(a) clearly omitting any promise of a natural gas
6 connection.

7 Second, the Claim is likewise independently unenforceable based on the "tenant-
8 acceptance" term that Claimant agreed to under Lease section 2.5, Acceptance of Premises. Under
9 section 2.5, Claimant agreed and acknowledged that he had been advised by the Broker to satisfy
10 himself with respect to the condition of the commercial property, including "the present and future
11 suitability of the Premises for Tenant's intended use." Claimant moreover agreed and represented
12 in section 2.5 that he had "made such investigation as [he] deems necessary with reference to such
13 matters, is satisfied with reference thereto, and assumes all responsibility as the same relate to
14 Tenant's occupancy of the Premises and/or the terms of this Lease." Claimant further agreed and
15 acknowledged that "neither Landlord, nor any of Landlord's agents, has made any oral or written
16 representations or warranties with respect to said matters other than as set forth in this Lease." *Id.*
17 Claimant's agreement under section 2.5, regarding the condition of the property with regard to his
18 intended use, his investigation thereof, and that the Landlord had made no other representations
19 concerning the property's condition, also precludes Claimant's assertion of a breach of lease for
20 failure to disclose a natural gas connection at the commercial property.

21 Third, the "utility installations, trade fixtures, [and] alterations" provision, to which
22 Claimant agreed in Lease section 7.3, moreover independently prevents the Claim from being
23 enforceable. Under section 7.3, "Utility Installations, Trade Fixtures, Alterations," Claimant
24 expressly agreed that, among other things, any utility installation or alteration that Claimant should
25 wish to undertake would require that the Claimant first acquire "all applicable permits required by
26 governmental authorities" and furnish copies of such permits to the Landlord before commencing

27 **2.3 (a) Landlord Improvements / Modifications.** Landlord agrees to modify the
28 premises in the following manner. AS IS.

1 work. In accordance with Claimant's agreement, Claimant is required to obtain permits for
2 installing a natural gas connection before such a utility installation, trade fixture, or alteration.
3 Claimant does not assert that Debtors have failed to perform under this Lease agreement provision
4 for the installation of utilities, trade fixture, or alterations. Claimant also does not allege that he
5 has done any work to obtain any required permits. Indeed, the LFM Debtors' books and records
6 indicate that Claimant has failed to obtain a permit for natural gas appliance connections as
7 necessary for natural gas service. Nor does Claimant allege that he should be excused from this
8 requirement to obtain any applicable permits. The Claim is thus unenforceable—not only under
9 the "as-is" and "tenant-acceptance" provisions of the Lease—but also independently under Lease
10 section 7.3 for "utility installations, trade fixtures, [and] alterations."

11 **C. Applicable Law Prohibits the Claim**

12 Claimant's Claim is also deficient and should be rejected as prohibited by applicable law.
13 Courts disallow claims under section 502(b)(1) where unenforceable based on "applicable
14 nonbankruptcy law." *In re Roman Cath. Diocese of Rockville Ctr.*, 650 B.R. 765, 773-74, 776
15 (Bankr. S.D.N.Y. 2023) (quoting *In re W.R. Grace & Co.*, 346 B.R. 672, 674 (Bankr. D. Del.
16 2006)). Section 502(b)(1) "is most naturally understood to provide that, with limited exceptions,
17 any defense to a claim that is available outside of the bankruptcy context is also available in
18 bankruptcy." *Travelers Cas. & Sur. Co. of Am. v. P.G. & E.*, 549 U.S. 443, 450 (2007). Applicable
19 nonbankruptcy law provides that Claimant's stated bases for the Claim, "breach of lease," "fraud,"
20 and "infliction of emotional distress," are each wholly deficient and should be disallowed.

21 **1. Claimant's Breach of Lease Theory Fails to State a Claim**

22 Claimant fails to articulate a "breach of lease" under applicable law in three respects. First,
23 in light of the terms of the Lease itself, as already explained above, Claimant fails to carry his
24 burden to state a prima facie cause of action for breach of the Lease. Particularly, the Lease's
25 integration clause in section 2.5 renders irrelevant any alleged failure of disclosure outside the
26 express written terms of the Lease as not part of the Lease agreement, especially as Claimant fails
27 to offer any explanation otherwise.

28 Second, the Claim as a whole is deficiently vague and nonspecific. Claimant fails to allege

1 sufficient facts as to how Debtors breached the Lease and which provisions were breached by
2 Debtors' actions. *See Cerritos Retail Centercal, LLC v. Wokcano Cerritos, LLC*, 2025 Cal. Super.
3 LEXIS 15131; 2025 LX 182526 (Cal. Super. Ct. L.A. Cnty. Feb. 28, 2025) (sustaining demurrer
4 where insufficient facts were alleged as to how cross-defendant breached terms of attached
5 agreements, and which provisions of agreements had been breached by cross-defendant's actions).

6 Third, despite attaching the Lease and alleging "breach of lease," *see also* Fed. R. Bankr.
7 P. 3001(c) (providing that if a claim is based on a writing, the claimant must attach the writing to
8 the proof of claim), Claimant states that the Claim is not "based on a lease." Claim at 2. To the
9 extent Claimant accordingly fails to specify whether the allegedly breached agreement was oral or
10 written, this ambiguity in the Claim is likewise fatal to the breach of contract cause of action. *See*,
11 *e.g., Otworth v. Southern Pac. Trans. Co.* 166 Cal. App. 3d 452, 459 (1985) (sustaining demurrer
12 of breach of contract cause of action where complaint omitted whether contract was written or
13 oral).

14 2. Claimant's Fraud Cause of Action Is Fatally Deficient

15 Claimant's fraud cause of action falls even further short of the mark. Claimant mentions
16 once in the proof of claim that "fraud" is "the basis of the claim"—and nothing more. The
17 barebones fraud allegation thus offers less substance than Claimant's deficient breach-of-contract
18 theory. Fraud causes of action, however, are subject to a heightened standard of pleading.
19 Claimant's failure to articulate the posited fraud thus ends the prospects for such cause of action.
20 *See Cerritos Retail Centercal, LLC v. Wokcano Cerritos, LLC*, 2025 Cal. Super. LEXIS 15131,
21 *9-10, 2025 LX 182526 (Cal. Super. Ct. L.A. Cnty. Feb. 28, 2025) (sustaining demurrer on cause
22 of action for fraud that failed to state facts with the requisite heightened specificity); *Cansino v.*
23 *Bank of America*, 224 Cal.App.4th 1462, 1469 (2014) ("The particularity demands that a plaintiff
24 plead facts which show how, when, where, to whom, and by what means the representations were
25 tendered."). *See also Small v. Fritz Companies, Inc.*, 30 Cal. 4th 167, 184 (2003) (requiring that
26 fraud be pled with specificity).

27 3. Applicable Law Prohibits the Claim as to Infliction of Emotional 28 Distress

Claimant's assertion of "infliction of emotional distress" is similarly unenforceable under

1 applicable law. Whether asserted as intentional or negligent infliction of emotional distress,
2 Claimant does not specify in the proof of claim, such claims are precluded by the economic loss
3 rule. The law is clear that emotional distress damages cannot emanate from an economic
4 transaction. *See Butler Rupp v. Lourdeuax* 134 Cal. App. 4th 1220, 1229 (2005) (commercial
5 tenant who suffered no physical injury could recover only in contract for economic losses deriving
6 from landlords' failure to perform contractual obligations). Likewise, absent a threshold showing
7 of a preexisting relationship or intentional tort, neither of which Claimant alleges here, claims for
8 intentional infliction of emotional distress and negligent infliction of emotional distress are
9 precluded as a matter of law where the only alleged harm is injury to property. *See Cooper v.*
10 *Superior Court*, 153 Cal. App. 3d 1008, 1012 (1984) (rejecting emotional distress claim premised
11 on property damage).

12 Claimant fails to show how applicable law does not thus thoroughly prohibit all three of
13 Claimant's "bas[e]s of the claim"—"breach of lease," "fraud," and "infliction of emotional
14 distress"—and therefore should be disallowed.

15 **D. Claimant's Absence of Evidentiary Support Precludes the Claim**

16 The Claim is moreover unenforceable and fatally deficient as a matter of law because
17 Claimant wholly fails to present any evidentiary support. The LFM Debtors' books and records
18 show no debt to Claimant that might evidence a "Breach of Lease, Fraud, [or] Infliction of
19 Emotional Distress."⁴ And the Claim itself provides no evidentiary support for its asserted
20 amounts. Alleged damages in the amount of \$502,407.50 are not substantiated by a mere copy of
21 a residential lease—particularly this Lease whose provisions preclude the Claim as explained
22 above. Nothing about the Lease suggests that \$500,000.00 in damages would arise from "loss of
23 business, purchased equipment and supplies, and moving costs" for "failing to disclose that the
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25 ⁴ Indeed, the Claim is wholly untethered from what documentation is available. Despite
26 attaching the Lease, Claimant not only asserts that the Claim is not "based on a lease," but also
27 makes no reference to the \$3,550.00 nonpriority unsecured claim for a Tenant Security Deposit
28 or the listing of the unexpired lease that appear on Debtor Beach Pine, LP's schedules of assets
and liabilities. *See Amended Schedules of Assets and Liabilities for Beach Pine, LP* [Dkt. No.
2252]. Neither the security deposit nor the unexpired lease offers any support for the Claim's
allegations.

1 commercial property . . . did not have connection to natural gas.” Nor does anything suggest that
2 Claimant is a “Prevailing Party” in a dispute under the Lease that would entitle Claimant to
3 attorneys’ fees and costs “pursuant to Section 31” as Claimant asserts in Attachment #2.

4 What evidence is available refutes Claimant’s conclusory allegations. In addition to those
5 provisions of the Lease that preclude the Claim, the LFM Debtors’ books and records indicate that
6 the Debtors have communicated with both the Claimant and the Claimant’s contractor regarding
7 what Claimant needs to do to obtain his permit for a natural gas appliance connection from
8 government authorities. The LFM Debtors’ books and records further show that the Claimant has
9 thus far failed to obtain a permit for appliance connections. Claimant’s failure to obtain an
10 appliance connection permit is a failure to comply with section 7.3 of the Lease for utility
11 installation, trade fixture, or alteration.

12 Once the objector raises “facts tending to defeat the claim by probative force equal to that
13 of the allegations of the proofs of claim themselves,” *Holm*, 931 F.2d at 623 (quoting King, *Collier*
14 *on Bankruptcy*), then “the burden reverts to the claimant to prove the validity of the claim by a
15 preponderance of the evidence,” *Ashford v. Consolidated Pioneer Mortgage (In re Consolidated*
16 *Pioneer Mortgage)*, 178 B.R. 222, 226 (B.A.P. 9th Cir. 1995) (quoting *In re Allegheny Int’l, Inc.*,
17 954 F.2d 167, 173-74 (3d Cir. 1992)), *aff’d without opinion* 91 F.3d 151 (9th Cir. 1996). “[T]he
18 ultimate burden of persuasion is always on the claimant.” *Holm*, 931 F.2d at 623 (quoting King,
19 *Collier on Bankruptcy*); *see also Lundell v. Anchor Constr. Specialists, Inc.*, 223 F.3d 1035, 1039
20 (9th Cir. 2000), *Spencer v. Pugh (In re Pugh)*, 157 B.R. 898, 901 (B.A.P. 9th Cir. 1993); *In re*
21 *Fidelity Holding Co.*, 837 F.2d 696, 698 (5th Cir. 1988).

22 Here, the Debtors have pointed out the lack of any evidentiary support advanced by
23 Claimant in support of his Claim. Debtors also have presented evidence, contradicting the Claim,
24 demonstrating their assistance towards obtaining natural gas service and Claimant’s failure to
25 submit a permit for appliance connections as required by the County and by section 7.3 of the
26 Lease. Absent some further showing by Claimant “to prove the validity of the claim[s] by a
27 preponderance of the evidence,” *Ashford*, 178 B.R. at 226, the Claim is unenforceable for a lack
28 of evidence and should be disallowed.

1 **IV. RESERVATION OF RIGHTS**

2 The LFM Debtors hereby reserve the right to object, as applicable, in the future to any
3 aspect of the Claim addressed in this Objection on any ground, and to amend, modify, or
4 supplement this Objection to the extent an objection is not granted, and to file other objections to
5 any proofs of interest or proofs of claim filed in these cases, including, without limitation,
6 objections as to the amounts asserted therein, or any other claims (filed or not) against the LFM
7 Debtors, regardless of whether such claims are subject to this Objection. A separate notice and
8 hearing will be scheduled for any such objections. Should the grounds of objection specified
9 herein be overruled or withdrawn, wholly or in part, the LFM Debtors reserve the right to object
10 to the Claim on any other grounds that the LFM Debtors may discover or deem appropriate.

11 **V. NOTICE**

12 Notice of this Motion will be provided to (i) the United States Trustee; (ii) the Committee;
13 (iii) the Claimant, (iv) those persons who have formally appeared in these Chapter 11 Cases and
14 requested service pursuant to Bankruptcy Rule 2002. Based on the circumstances surrounding this
15 Objection and the nature of the relief requested herein, the LFM Debtors respectfully submit that
16 no further notice is required.

17 **WHEREFORE**, the Debtors respectfully request that the Court enter an order disallowing
18 the claim in its entirety and granting such other and further relief as the Court may deem just and
19 appropriate.

20
21 Dated: December 9, 2025

KELLER BENVENUTTI KIM LLP

22
23 By: /s/ David A. Taylor

24 David A. Taylor

25 Attorneys for the LFM Debtors and LFM
26 Debtors in Possession
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Exhibit A

Fill in this information to identify the case:

Debtor 1 BEACH PINE, LP

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of California

Case number 2024-10490-CN

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

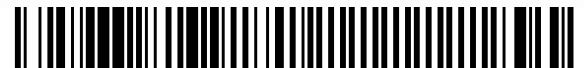
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Siroos Saifi</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Yasha Rahimzadeh</u> Name <u>500 Capitol Mall, Suite 2350</u> Number Street <u>Sacramento</u> <u>CA</u> <u>95814</u> City State ZIP Code Contact phone <u>(916) 337-8066</u> Contact email <u>yr1aw@attorneynorcal.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7. How much is the claim?	\$ <u>502,407.50</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Breach of Lease, Fraud, Infliction of Emotional Distress</u></p>	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property.	<p>Nature of property:</p> <p><input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>.</p> <p><input type="checkbox"/> Motor vehicle</p> <p><input type="checkbox"/> Other. Describe: _____</p> <p>Basis for perfection: _____</p> <p>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</p> <p>Value of property: \$ _____</p> <p>Amount of the claim that is secured: \$ _____</p> <p>Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</p> <p>Amount necessary to cure any default as of the date of the petition: \$ _____</p> <p>Annual Interest Rate (when case was filed) _____ %</p> <p><input type="checkbox"/> Fixed</p> <p><input type="checkbox"/> Variable</p>
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

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

Executed on date 10/28/24
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	Yasha		Rahimzadeh	
	First name	Middle name	Last name	
Title	Attorney for Creditor Siroos Saifi			
Company	Law Offices of Yasha Rahimzadeh			
	Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	500 Capitol Mall, Suite 2350			
	Number	Street		
	Sacramento		CA	95814
	City	State	ZIP Code	
Contact phone	(916) 337-8066		Email	yr1aw@attorneynorcal.com