



Office of the Clerk
United States Bankruptcy Court, Northern District of California

Edward J. Emmons, Clerk of Court
450 Golden Gate Avenue
Mail Box 36099
San Francisco, CA 94102
Phone: (415) 268-2300

Bankruptcy Appellate Panel
of the Ninth Circuit
125 S. Grand Avenue
Pasadena, CA 91105

Re: Transmittal of Notice of Appeal to the Bankruptcy Appellate Panel

Bankruptcy Case: **24-10545**

Adv. Proceeding:

Bankruptcy Judge: **Charles Novack**

Date Bankruptcy Case Filed: **September 12, 2024**

Appellant: **John D. Fiero, Jason H. Rosell, Thomas B. Rupp and Tobias S. Keller**

Appellee: **Thomas P. Kelly**

Date Notice of Appeal Filed: **November 30, 2025**

Date of Entry of Order on Appeal:

Filing Fee: ☒ Paid \$ ☐ Not Paid ☐ Fee Waived ☐ Fee Waiver Pending

Dear Clerk:

The following documents are electronically transmitted to your court for the above referenced matter:

Docket Report

If you have any questions, please contact me at **408-278-7500** .

Edward Emmons, Clerk
United States Bankruptcy Court

By: /s/ Ron Rombawa

Ron Rombawa



Thomas P. Kelly III, Attorney at Law
Law Offices of Thomas P. Kelly III P.C.
CA 230699, OR 080927, DC 1000147
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net

Attorney for Live Oak Investments LP
and its general partner William Andrew

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

In re:

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

Debtors.

Case No. 24-10545 (CN) (Lead Case)

Chapter 11

(Jointly Administered)

NOTICE OF APPEAL

Judge: Hon. Charles Novack
Court: 1300 Clay Street
Courtroom 215
Oakland, California
94612

Date filed: September 12, 2024

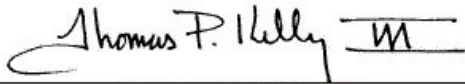
¹ The last four digits of LeFever Mattson's tax identification number are 7537. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>. The address for service on the Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 95621.

1 **I. INTRODUCTION**

2 William Andrew as the general partner of the Debtor-in-possession Live Oak Investments
3 LP (hereinafter "Debtor") hereby appeals and gives notice of that appeal under 28 U.S.C. §158 to
4 the Bankruptcy Appellate Panel for the Ninth Circuit pursuant to 28 U.S.C. §158(b) from the order
5 of this Court granting the motion to declare void certain action in violation of the automatic stay
6 entered on November 20, 2025 bearing docket entry number 49 in the record of this case.

7 Pursuant to FRBP §8003(a)(3)(B), a copy of the order appealed from is filed concurrently
8 with this notice and marked as Exhibit 1. The parties to the order appealed from and the names,
9 addresses, and telephone numbers of their respective attorneys are set forth below.

10 Dated: November 30, 2025

11 
12 Thomas P. Kelly III
Attorney at Law

13 Official Committee of Unsecured Creditors
14 John D. Fiero & Jason H. Rosell
15 Pachulski Stang Ziehl & Jones LLP
16 One Sansome Street
34th Floor
Suite 3450
San Francisco, California
17 94104-4436
Telephone: 310-277-6910
18 Facsimile: 310-201-0760
Email: jfiero@pszjlaw.com, jrosell@pszjlaw.com

19
20 LeFever Mattson Inc.
21 Thomas B. Rupp & Tobias S. Keller
22 Keller Benvenuti Kim LLP
425 Market Street
26th Floor
San Francisco, California
23 94105
Telephone: 415-496-6723
24 Facsimile: 650-636-9251
Email: trupp@kbklp.com, tkeller@kbklp.com

EXHIBIT 1

Thomas P. Kelly III, SBN 230699
50 Old Courthouse Square, Suite 609
Santa Rosa, California, 95404-4926
Telephone : 707-545-8700
Facsimile : 707-542-3371
Email : tomkelly@sonic.net



The following constitutes the order of the Court.
Signed: November 20, 2025

A handwritten signature in cursive script, reading "Charles Novack", is positioned above a horizontal line.

Charles Novack
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

LEFEVER MATTSON, a California
Corporation, et al.,

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Case No. 24-10545 CN
(Jointly Administered)

Chapter 11

**ORDER GRANTING MOTION TO
DECLARE VOID ACTIONS IN
VIOLATION OF THE AUTOMATIC
STAY RELATED TO LIVE OAK
INVESTMENTS, LP**

On November 13, 2025, the court conducted a continued hearing on the Official Unsecured Creditors Committee's ("UCC") motion to declare the removal of debtor LeFever Mattson, Inc. ("LM") as the general partner of Chapter 11 debtor Live Oak Investments, LP ("Live Oak") void for violating the Bankruptcy Code's automatic stay. The pertinent facts are not in dispute. LM and Live Oak filed Chapter 11 bankruptcies on September 12, 2024.¹ Live Oak is a limited partnership organized under California law, and LM was its general partner when LM and Live Oak filed their Chapter

¹ In September 2024, LM was the managing entity of more than 60 limited partnership and limited liability corporations, most of which owned real property as their primary assets. LM filed Chapter 11 bankruptcies for virtually all of these entities to address an alleged Ponzi scheme which involved LM and its managed entities.

1 11 bankruptcies. LM holds an approximate 21% partnership interest in Live Oak. When
2 Live Oak filed its Chapter 11, its primary assets included cash totaling \$3,141,039 and
3 litigation claims (valued at approximately \$3.2 million) against several of its sister, LM
4 entities. LM's general partnership duties are defined in Live Oak's limited partnership
5 agreement ("the "Agreement").² Article 5.1 of the Agreement states in pertinent part that
6 "The business of the Partnership shall be managed by the General Partner. Any entity or
7 individual appointed to the position of General Partner shall serve as General Partner until
8 the earlier of its resignation or its removal for cause by a Majority of the Partners at a
9 meeting called expressly for that purpose. . . . The General Partner alone shall have all
10 decision making authority with respect to the Partnership, including but not limited to any
11 action or decision in connection with any financing or refinancing of the Property."³
12 Having filed a Chapter 11, the duties of Live Oak's general partner would presumably
13 include, among other things, the management of Live Oak's cash assets, retention of
14 bankruptcy counsel, and determining how its Chapter 11 case should proceed –
15 responsibilities which the parties before the court have wrestled over for quite some time.

16
17 Several of Live Oak's limited partners contend that LM has violated its fiduciary
18 duties to them. From the limited partners' perspective, the dispute is as follows:
19 Immediately before it filed its Chapter 11, Live Oak sold its real property holdings, which
20 generated substantial net proceeds for the limited partnership. From these proceeds, LM
21 paid itself a commission pursuant to the Agreement and disbursed to itself an additional
22 21.4% of the net sales proceeds, which represented, in theory, its proportionate share of
23 these funds. What LM did not do, however, is disburse any of the net sales proceeds to the
24 limited partners, an act (along with the LM distribution) which several of the Live Oak
25

26
27 ² See, Exhibit C to the Declaration of William Andrew, at dkt #2800-1.

28 ³ Section 5.1 provides that certain actions – including the filing of a bankruptcy –
require the consent or approval of Majority of the Partners.

1 limited partners assert violated the Agreement and breached LM's fiduciary duties as
2 general partner.

3 On October 7, 2025, certain Live Oak limited partners filed a Notice of Partnership
4 Meeting, the sole purpose of which meeting was to remove LM as the general partner and
5 to appoint William Andrew as the new general partner. The meeting was held, a vote was
6 conducted, and Andrew was chosen to replace LM as Live Oak's general partner.⁴

7 The UCC (which is joined by LM) argues that LM's removal as general partner
8 violated the automatic stay created by the LM Chapter 11 bankruptcy filing. It argues that
9 LM's managerial responsibilities constituted property of its bankruptcy estate, and by
10 stripping it of these duties, the limited partners who voted to oust LM violated Bankruptcy
11 Code § 362(a)(3), which prohibits "any [post-petition] act to obtain possession of property
12 of the estate or of property from the estate or to exercise control over property of the estate."
13 11 U.S.C. § 362(a)(3). In the Ninth Circuit, acts which violate the automatic stay are void
14 as a matter of law. *Schwartz v. United States (In re Schwartz)*, 954 F.2d 569, 571 (9th Cir.
15 1992). Andrew argues otherwise. He asserts that under California Corporations Code §
16 16601, a partner is dissociated from a partnership when, among other events, the partner
17 "[becomes] a debtor in bankruptcy." Cal. Corp. Code § 16601(6)(A). A dissociated partner
18 may not participate in the management or conduct of the partnership. *See* California
19 Corporations Code § 15906.05(a)(1). Once LM filed its Chapter 11, Andrew argues that
20 it was automatically disqualified to act as Live Oak's general partner. Hence, as a matter
21 of law, the partnership meeting was not an act that altered LM's property rights.
22

23 Andrew's analysis ignores certain fundamental principles of bankruptcy law.
24 Bankruptcy Code § 541(a) broadly defines "property of the estate." *United States v.*
25

26
27 ⁴ After the meeting, Live Oak: 1) "terminated" the services of its Chapter 11
28 counsel; 2) filed an application to employ Thomas P. Kelly III as new bankruptcy counsel;
and 3) withdrew its endorsement of the collective Chapter 11 disclosure statement and plan
of reorganization filed by LM on behalf of itself and its managed entities.

1 *Whiting Pools, Inc.*, 462 U.S. 198, 204-05, 103 S.Ct. 2309, 76 L.Ed. 515 (1983). Under §
2 541, such property includes, with certain exceptions not relevant here, "all legal or
3 equitable interests of the debtor in property as of the commencement of the case." 11
4 U.S.C. § 541(a)(1). "All" is a broad term, and means "every one (of), or the complete
5 amount or number (of), or the whole (of)." "All," CAMBRIDGE DICTIONARY,
6 <https://dictionary.cambridge.org/dictionary/english/all?q=All> (last visited Nov. 19, 2025).
7 LM's pre-petition property rights thus included its general partnership duties under the
8 Agreement. *See, e.g., Cardinal Indus., Inc. v. Buckeye Fed. Sav. & Loan Ass'n (In re*
9 *Cardinal Indus., Inc.)*, 105 B.R. 834 (Bankr. S.D. Ohio 1989); *Quarles House Apartments*
10 *v. Plunkett (In re Plunkett)*, 23 B.R. 392 (Bankr. E.D. Wisc. 1982). While the value of
11 these rights may not be easily quantifiable, their worth, at least in this Chapter 11 case, is
12 self-evident.

13
14 The court rejects Andrew's argument that LM's managerial rights terminated when
15 it filed its Chapter 11 bankruptcy. The pertinent language of California Corporations Code
16 §§ 15906.03 and 16603 are impermissible *ipso facto* clauses that are inconsistent with
17 Bankruptcy Code § 541(c)(1)(B) and thus violative of the Constitution's Supremacy
18 Clause. Section 541(c)(1) provides in relevant part that "an interest of the debtor in
19 property becomes property of the estate under subdivision (a)(1), (a)(2), or (a)(5) of this
20 section notwithstanding any provision in an agreement, transfer instrument, or applicable
21 nonbankruptcy law. . . . that is conditioned on the insolvency or financial condition of the
22 debtor, on the commencement of a case under this title . . . and that effects or gives an
23 option to effect a forfeiture, modification, or termination of the debtor's interest in
24 property." 11 U.S.C. § 541(c)(1)(B). As noted in *In re Envision Healthcare Corp.*, 655
25 B.R. 701 (S.D. Tex. 2023),
26

27 Section 541(c)(1)(B) of the Bankruptcy Code reinforces the Congressional mandate
28 that *all* legal and equitable interests in property become property of the estate. It
says that a debtor's interest in property becomes property of the estate despite any

1 provision in an agreement or applicable nonbankruptcy laws conditioned on the
2 commencement of a bankruptcy case that effects a forfeiture, modification, or
3 termination of the debtor's interest in property. 11 U.S.C. § 541(c)(1)(B). In other
4 words, parties cannot contract around what becomes estate property, and states
5 cannot legislate estate property away.

6 Simultaneous with the creation of a bankruptcy estate, the Bankruptcy Code
7 implements an automatic stay under § 362 of the Code. The automatic stay gives
8 the debtor a breathing spell to focus on its bankruptcy case. It also protects creditors
9 and other parties in interest by staying, among other things, any "act" to obtain
10 property of the estate or to exercise control over property of the estate. 11 U.S.C. §
11 362(a)(3)[.]

12

13 Federal bankruptcy law determines the scope of a debtor's bankruptcy estate. *See*
14 *Whiting Pools, Inc.*, 462 U.S. at 204-05, 103 S.Ct 2309. A debtor's pre-bankruptcy
15 rights in property are determined according to state law. *Butner v. United States*,
16 440 U.S. 48, 55, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979). But where state and federal
17 law "directly conflict, state law must give way." *PLIVA, Inc. v. Mensing*, 564 U.S.
18 604, 607, 131 S.Ct. 2567, 180 L.Ed.2d 580 (2011). A judge "must simply ask
19 himself or herself whether the relevant federal and state laws 'irreconcilably
20 conflic[t].'" *Merck Sharp & Dohme Corp. v. Albrecht*, 587 U.S. ---, 139 S.Ct. 1668,
21 1679, 203 L.Ed.2d 822 (2019) (internal citation omitted).

22 Federal bankruptcy law says that the creation of an estate is automatic and
23 immediate upon a bankruptcy filing. There is no metaphysical moment in time for
24 state law to alter or modify any prepetition legal rights between the filing of the
25 petition and creation of the estate. And the automatic stay begins at the same time
26 the petition is filed to protect a debtor and its creditors. Congressional intent that
27 these events occur simultaneously and instantaneously is supported by §
28 541(c)(1)(B), which ensures that state law cannot be used to deprive a debtor of
property rights because of a bankruptcy filing.

Id. at 709-11 (emphasis in original).

The Bankruptcy Code does not distinguish between LM's remaining economic
rights in Live Oak, and its (presumably contractual) managerial duties. As the *Envision*
court held, "Nothing in the Bankruptcy Code renders the economic v. managerial
distinction meaningful in the context of the creation of the estate. Any such legal or
equitable interest at the time of filing comes into the estate." *Id.* at 711. Accordingly, Live

1 Oak's removal of LM as its general partner violated the automatic stay and is a void act.
2 For this reason, 1) Thomas P. Kelley III's employment is denied, and Live Oak's prior
3 Chapter 11 counsel is reinstated; and 2) Live Oak's request to withdraw from the disclosure
4 statement and plan filed by LM is denied.

5 Finally, it is important to note the limits of this order. First, this court is not opining
6 on whether cause exists to remove LM as Live Oak's general partner. Second, this court
7 is not determining whether LM's general partnership duties arise from an executory
8 contract that may not be assumable under Bankruptcy Code § 365.⁵

9 *****END OF ORDER*****
10
11
12
13
14
15
16
17
18
19
20
21
22
23

24
25 ⁵ The court, however, refers the parties to Collier on Bankruptcy: "Although section
26 365(e) bars the termination of a contract based on the commencement of a bankruptcy case,
27 an exception in section 365(e)(2)(A) applies to contracts under which the other party is
28 excused from rendering performance to or accepting performance from the trustee or an
assignee of the contract. It appears that such contracts may be terminated upon
commencement of a case. . . . Although a party may be authorized to terminate such a
contract, the contract is still property of the estate until it is terminated, and any termination
is subject to the automatic stay of section 362." 3 Collier on Bankruptcy P 365.07[4][b]
(16th Ed. 2025)

Case No. 24-10545 CN

COURT SERVICE LIST

LeFever Mattson, a California corporation
6359 Auburn Blvd., Suite B
Citrus Heights, CA 95621

Bradley D. Sharp, President & CEO
DSI Consulting
333 South Grand Avenue, Ste 4100
Los Angeles, CA 90071

Other recipients are ECF participants.

**U.S. Bankruptcy Court
California Northern Bankruptcy Court (Santa Rosa)
Bankruptcy Petition #: 24-10545**

Assigned to: Judge Charles Novack
Chapter 11
Voluntary
Asset

Date filed: 09/12/2024
341 meeting: 12/02/2024
Deadline for filing claims: 02/14/2025
Deadline for objecting to discharge: 12/20/2024

Debtor
LeFever Mattson, a California corporation
6359 Auburn Blvd.
Suite B
Citrus Heights, CA 95621
SACRAMENTO-CA
Tax ID / EIN: 68-0197537

represented by **Gabrielle L. Albert**
Keller Benvenuti Kim LLP
101 Montgomery Street
Suite 1950
San Francisco, CA 94104
415-364-6778
Email: galbert@kbkllp.com

M. Tyler Davis
Keller Benvenuti Kim LLP
101 Montgomery Street
Ste 1950
San Francisco, CA 94104
415-496-6723
Email: tdavis@kbkllp.com

Tobias S. Keller
Keller Benvenuti Kim LLP
101 Montgomery Street
Suite 1950
San Francisco, CA 94104
415-796-0709
Email: tkeller@kbkllp.com

Dara Levinson Silveira
Keller Benvenuti Kim LLP
101 Montgomery Street
Suite 1950
San Francisco, CA 94104
415-735-5713
Email: dsilveira@kbkllp.com

Thomas B. Rupp
Keller Benvenuti Kim LLP
101 Montgomery Street
Suite 1950
San Francisco, CA 94104
415-496-6723
Fax : 650-636-9251
Email: trupp@kbkllp.com

Responsible Ind
Bradley D. Sharp
President & CEO

DSI Consulting
333 South Grand Avenue, Ste 4100
Los Angeles, CA 90071
213-617-2717

Responsible Ind
Robbin S. Itkin

Trustee
Not Assigned – SR

U.S. Trustee
Office of the U.S. Trustee / SR
Office of the United States Trustee
Phillip J. Burton Federal Building
450 Golden Gate Ave. 5th Fl., #05-0153
San Francisco, CA 94102

represented by **Jared A. Day**
Office of the U.S. Trustee
300 Booth St. #3009
Reno, NV 89509
(775) 784-5335
Email: jared.a.day@usdoj.gov

Deanna K. Hazelton
DOJ-Ust
2500 Tulare Street
Ste 1401
Fresno, CA 93721
559-487-5588
Email: deanna.k.hazelton@usdoj.gov

Phillip John Shine
DOJ-Ust
450 Golden Gate Avenue, 5th Floor
Suite #05-0153
San Francisco, CA 954102
408-535-5525
Fax : 408-535-5532
Email: phillip.shine@usdoj.gov

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

represented by **Gillian Nicole Brown**
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd.
Ste 13th Floor
Los Angeles, CA 90067
310-277-6910
Fax : 310-201-0760
Email: gbrown@pszilaw.com

John D. Fiero
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
415-217-5101
Fax : 415-263-7010
Email: jfiero@pszilaw.com

Steven W Golden
Pachulski Stang Ziehl & Jones LLP
919 N. Market Street
Ste 17th Floor
Wilmington, DE 19801
302-652-4100
Fax : 302-652-4400
Email: sgolden@pszilaw.com

Debra I. Grassgreen
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
415-263-7000
Fax : 415-263-7010
Email: dgrassgreen@pszjlaw.com

Cia Mackle
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
310-270-5123
Email: cmackle@pszjlaw.com

Jason Rosell
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436
415-263-7000
Email: jrosell@pszjlaw.com

Brooke Elizabeth Wilson
Pachulski Stang Ziehl & Jones LLP
One Sansome Street, 34th Floor
Suite 3430
San Francisco, CA 94104
415-263-7000
Email: bwilson@pszjlaw.com

Hayley R Winograd
Pachulski Stang Ziehl & Jones LLP
1700 Broadway
Ste 36th Floor
New York, NY 10019
212-561-7732
Email: hayleywinograd@gmail.com

Creditor Committee
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436

represented by **Jason Rosell**
(See above for address)

Filing Date	#		Docket Text
11/20/2025		<u>2891</u>	Order Granting Motion to Declare Void Actions in Violation of the Automatic Stay Related to Live Oak Investments, LP (Related Doc # <u>2613</u> , <u>2690</u>) (rba) (Entered: 11/20/2025)



The following constitutes the order of the Court.
Signed: November 20, 2025

A handwritten signature in cursive script, reading "Charles Novack", is positioned above the judge's name.

Charles Novack
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

LEFEVER MATTSON, a California
Corporation, et al.,

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Case No. 24-10545 CN
(Jointly Administered)

Chapter 11

**ORDER GRANTING MOTION TO
DECLARE VOID ACTIONS IN
VIOLATION OF THE AUTOMATIC
STAY RELATED TO LIVE OAK
INVESTMENTS, LP**

On November 13, 2025, the court conducted a continued hearing on the Official Unsecured Creditors Committee's ("UCC") motion to declare the removal of debtor LeFever Mattson, Inc. ("LM") as the general partner of Chapter 11 debtor Live Oak Investments, LP ("Live Oak") void for violating the Bankruptcy Code's automatic stay. The pertinent facts are not in dispute. LM and Live Oak filed Chapter 11 bankruptcies on September 12, 2024.¹ Live Oak is a limited partnership organized under California law, and LM was its general partner when LM and Live Oak filed their Chapter

¹ In September 2024, LM was the managing entity of more than 60 limited partnership and limited liability corporations, most of which owned real property as their primary assets. LM filed Chapter 11 bankruptcies for virtually all of these entities to address an alleged Ponzi scheme which involved LM and its managed entities.

1 11 bankruptcies. LM holds an approximate 21% partnership interest in Live Oak. When
2 Live Oak filed its Chapter 11, its primary assets included cash totaling \$3,141,039 and
3 litigation claims (valued at approximately \$3.2 million) against several of its sister, LM
4 entities. LM's general partnership duties are defined in Live Oak's limited partnership
5 agreement ("the "Agreement").² Article 5.1 of the Agreement states in pertinent part that
6 "The business of the Partnership shall be managed by the General Partner. Any entity or
7 individual appointed to the position of General Partner shall serve as General Partner until
8 the earlier of its resignation or its removal for cause by a Majority of the Partners at a
9 meeting called expressly for that purpose. . . . The General Partner alone shall have all
10 decision making authority with respect to the Partnership, including but not limited to any
11 action or decision in connection with any financing or refinancing of the Property."³
12 Having filed a Chapter 11, the duties of Live Oak's general partner would presumably
13 include, among other things, the management of Live Oak's cash assets, retention of
14 bankruptcy counsel, and determining how its Chapter 11 case should proceed –
15 responsibilities which the parties before the court have wrestled over for quite some time.

16
17 Several of Live Oak's limited partners contend that LM has violated its fiduciary
18 duties to them. From the limited partners' perspective, the dispute is as follows:
19 Immediately before it filed its Chapter 11, Live Oak sold its real property holdings, which
20 generated substantial net proceeds for the limited partnership. From these proceeds, LM
21 paid itself a commission pursuant to the Agreement and disbursed to itself an additional
22 21.4% of the net sales proceeds, which represented, in theory, its proportionate share of
23 these funds. What LM did not do, however, is disburse any of the net sales proceeds to the
24 limited partners, an act (along with the LM distribution) which several of the Live Oak
25

26
27 ² See, Exhibit C to the Declaration of William Andrew, at dkt #2800-1.

28 ³ Section 5.1 provides that certain actions – including the filing of a bankruptcy –
require the consent or approval of Majority of the Partners.

1 limited partners assert violated the Agreement and breached LM's fiduciary duties as
2 general partner.

3 On October 7, 2025, certain Live Oak limited partners filed a Notice of Partnership
4 Meeting, the sole purpose of which meeting was to remove LM as the general partner and
5 to appoint William Andrew as the new general partner. The meeting was held, a vote was
6 conducted, and Andrew was chosen to replace LM as Live Oak's general partner.⁴

7 The UCC (which is joined by LM) argues that LM's removal as general partner
8 violated the automatic stay created by the LM Chapter 11 bankruptcy filing. It argues that
9 LM's managerial responsibilities constituted property of its bankruptcy estate, and by
10 stripping it of these duties, the limited partners who voted to oust LM violated Bankruptcy
11 Code § 362(a)(3), which prohibits "any [post-petition] act to obtain possession of property
12 of the estate or of property from the estate or to exercise control over property of the estate."
13 **11 U.S.C. § 362(a)(3)**. In the Ninth Circuit, acts which violate the automatic stay are void
14 as a matter of law. *Schwartz v. United States (In re Schwartz)*, **954 F.2d 569, 571** (9th Cir.
15 1992). Andrew argues otherwise. He asserts that under **California Corporations Code §**
16 **16601**, a partner is dissociated from a partnership when, among other events, the partner
17 "[becomes] a debtor in bankruptcy." **Cal. Corp. Code § 16601(6)(A)**. A dissociated partner
18 may not participate in the management or conduct of the partnership. See **California**
19 **Corporations Code § 15906.05(a)(1)**. Once LM filed its Chapter 11, Andrew argues that
20 it was automatically disqualified to act as Live Oak's general partner. Hence, as a matter
21 of law, the partnership meeting was not an act that altered LM's property rights.
22

23 Andrew's analysis ignores certain fundamental principles of bankruptcy law.
24 Bankruptcy Code § 541(a) broadly defines "property of the estate." *United States v.*
25

26
27 ⁴ After the meeting, Live Oak: 1) "terminated" the services of its Chapter 11
28 counsel; 2) filed an application to employ Thomas P. Kelly III as new bankruptcy counsel;
and 3) withdrew its endorsement of the collective Chapter 11 disclosure statement and plan
of reorganization filed by LM on behalf of itself and its managed entities.

1 *Whiting Pools, Inc.*, 462 U.S. 198, 204-05, 103 S.Ct. 2309, 76 L.Ed. 515 (1983). Under §
2 541, such property includes, with certain exceptions not relevant here, "all legal or
3 equitable interests of the debtor in property as of the commencement of the case." 11
4 U.S.C. § 541(a)(1). "All" is a broad term, and means "every one (of), or the complete
5 amount or number (of), or the whole (of)." "All," CAMBRIDGE DICTIONARY,
6 <https://dictionary.cambridge.org/dictionary/english/all?q=All> (last visited Nov. 19, 2025).
7 LM's pre-petition property rights thus included its general partnership duties under the
8 Agreement. *See, e.g., Cardinal Indus., Inc. v. Buckeye Fed. Sav. & Loan Ass'n (In re*
9 *Cardinal Indus., Inc.)*, 105 B.R. 834 (Bankr. S.D. Ohio 1989); *Quarles House Apartments*
10 *v. Plunkett (In re Plunkett)*, 23 B.R. 392 (Bankr. E.D. Wisc. 1982). While the value of
11 these rights may not be easily quantifiable, their worth, at least in this Chapter 11 case, is
12 self-evident.

13
14 The court rejects Andrew's argument that LM's managerial rights terminated when
15 it filed its Chapter 11 bankruptcy. The pertinent language of California Corporations Code
16 §§ 15906.03 and 16603 are impermissible *ipso facto* clauses that are inconsistent with
17 Bankruptcy Code § 541(c)(1)(B) and thus violative of the Constitution's Supremacy
18 Clause. Section 541(c)(1) provides in relevant part that "an interest of the debtor in
19 property becomes property of the estate under subdivision (a)(1), (a)(2), or (a)(5) of this
20 section notwithstanding any provision in an agreement, transfer instrument, or applicable
21 nonbankruptcy law. . . . that is conditioned on the insolvency or financial condition of the
22 debtor, on the commencement of a case under this title . . . and that effects or gives an
23 option to effect a forfeiture, modification, or termination of the debtor's interest in
24 property." 11 U.S.C. § 541(c)(1)(B). As noted in *In re Envision Healthcare Corp.*, 655
25 B.R. 701 (S.D. Tex. 2023),

26
27 Section 541(c)(1)(B) of the Bankruptcy Code reinforces the Congressional mandate
28 that *all* legal and equitable interests in property become property of the estate. It
says that a debtor's interest in property becomes property of the estate despite any

1 provision in an agreement or applicable nonbankruptcy laws conditioned on the
2 commencement of a bankruptcy case that effects a forfeiture, modification, or
3 termination of the debtor's interest in property. 11 U.S.C. § 541(c)(1)(B). In other
4 words, parties cannot contract around what becomes estate property, and states
5 cannot legislate estate property away.

6 Simultaneous with the creation of a bankruptcy estate, the Bankruptcy Code
7 implements an automatic stay under § 362 of the Code. The automatic stay gives
8 the debtor a breathing spell to focus on its bankruptcy case. It also protects creditors
9 and other parties in interest by staying, among other things, any "act" to obtain
10 property of the estate or to exercise control over property of the estate. 11 U.S.C. §
11 362(a)(3)[.]

12

13 Federal bankruptcy law determines the scope of a debtor's bankruptcy estate. *See*
14 *Whiting Pools, Inc.*, 462 U.S. at 204-05, 103 S.Ct 2309. A debtor's pre-bankruptcy
15 rights in property are determined according to state law. *Butner v. United States*,
16 440 U.S. 48, 55, 99 S.Ct. 914, 59 L.Ed.2d 136 (1979). But where state and federal
17 law "directly conflict, state law must give way." *PLIVA, Inc. v. Mensing*, 564 U.S.
18 604, 607, 131 S.Ct. 2567, 180 L.Ed.2d 580 (2011). A judge "must simply ask
19 himself or herself whether the relevant federal and state laws 'irreconcilably
20 conflic[t].'" *Merck Sharp & Dohme Corp. v. Albrecht*, 587 U.S. ---, 139 S.Ct. 1668,
21 1679, 203 L.Ed.2d 822 (2019) (internal citation omitted).

22 Federal bankruptcy law says that the creation of an estate is automatic and
23 immediate upon a bankruptcy filing. There is no metaphysical moment in time for
24 state law to alter or modify any prepetition legal rights between the filing of the
25 petition and creation of the estate. And the automatic stay begins at the same time
26 the petition is filed to protect a debtor and its creditors. Congressional intent that
27 these events occur simultaneously and instantaneously is supported by §
28 541(c)(1)(B), which ensures that state law cannot be used to deprive a debtor of
property rights because of a bankruptcy filing.

Id. at 709-11 (emphasis in original).

The Bankruptcy Code does not distinguish between LM's remaining economic
rights in Live Oak, and its (presumably contractual) managerial duties. As the *Envision*
court held, "Nothing in the Bankruptcy Code renders the economic v. managerial
distinction meaningful in the context of the creation of the estate. Any such legal or
equitable interest at the time of filing comes into the estate." *Id.* at 711. Accordingly, Live

1 Oak's removal of LM as its general partner violated the automatic stay and is a void act.
2 For this reason, 1) Thomas P. Kelley III's employment is denied, and Live Oak's prior
3 Chapter 11 counsel is reinstated; and 2) Live Oak's request to withdraw from the disclosure
4 statement and plan filed by LM is denied.

5 Finally, it is important to note the limits of this order. First, this court is not opining
6 on whether cause exists to remove LM as Live Oak's general partner. Second, this court
7 is not determining whether LM's general partnership duties arise from an executory
8 contract that may not be assumable under Bankruptcy Code § 365.⁵

9 *****END OF ORDER*****
10
11
12
13
14
15
16
17
18
19
20
21
22
23

24
25 ⁵ The court, however, refers the parties to Collier on Bankruptcy: "Although section
26 365(e) bars the termination of a contract based on the commencement of a bankruptcy case,
27 an exception in section 365(e)(2)(A) applies to contracts under which the other party is
28 excused from rendering performance to or accepting performance from the trustee or an
assignee of the contract. It appears that such contracts may be terminated upon
commencement of a case. . . . Although a party may be authorized to terminate such a
contract, the contract is still property of the estate until it is terminated, and any termination
is subject to the automatic stay of section 362." 3 Collier on Bankruptcy P 365.07[4][b]
(16th Ed. 2025)

Case No. 24-10545 CN

COURT SERVICE LIST

LeFever Mattson, a California corporation
6359 Auburn Blvd., Suite B
Citrus Heights, CA 95621

Bradley D. Sharp, President & CEO
DSI Consulting
333 South Grand Avenue, Ste 4100
Los Angeles, CA 90071

Other recipients are ECF participants.

Notice Recipients

District/Off: 0971-1
Case: 24-10545

User: admin
Form ID: pdfec

Date Created: 11/20/2025
Total: 2

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	LeFever Mattson, a California corporation	6359 Auburn Blvd.	Suite B	Citrus Heights, CA 95621
rs	Bradley D. Sharp	President & CEO	DSI Consulting	333 South Grand Avenue, Ste 4100
pi	Angeles, CA 90071			Los

TOTAL: 2

United States Bankruptcy Court
Northern District of California

In re:
LeFever Mattson, a California corporation
Debtor

Case No. 24-10545-CN
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0971-1
Date Rcvd: Dec 05, 2025

User: admin
Form ID: NTCRFBK

Page 1 of 5
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
#	Addresses marked '#' were identified by the USPS National Change of Address system as requiring an update. While the notice was still deliverable, the notice recipient was advised to update its address with the court immediately.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 07, 2025:

Recip ID	Recipient Name and Address
#+	Thomas B. Rupp, Keller Benvenuti Kim LLP, 425 Market Street, 26th Floor, San Francisco, CA 94105-5401 Thomas P. Kelly III, Law Offices of Thomas P. Kelly III P.C., 50 Old Courthouse Square, Suite 609, Santa Rosa, CA 95404-4926
#+	Tobias S. Keller, Keller Benvenuti Kim LLP, 425 Market Street, 26th Floor, San Francisco, CA 94105-5401

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 07, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 5, 2025 at the address(es) listed below:

Name	Email Address
Abigail O'Brient	on behalf of Interested Party Winside USA Inc. AOBrient@cov.com, docketing@cov.com
Andrew B. Still	on behalf of Creditor California Bank of Commerce astill@swlaw.com kcollins@swlaw.com
Anthony O. Egbase	on behalf of Attorney A.O.E. Law & Associates APC info@anthonyegbaselaw.com
Asaph Abrams	on behalf of Creditor JPMorgan Chase Bank N.A. ecfcab@aldridgepite.com

Benjamin R. Levinson	on behalf of Creditor Michael R. and Ana R. Cavanaugh as Trustees of the Michael R. and Ana R. Cavanaugh Family Trust dated October 20 2004 ben@thelevinsonlawoffice.com
Bennett G. Young	on behalf of Creditor Amanda Henry as Trustee of the Frank Bragg Revocable Turst byoung@jmbm.com, jb8@jmbm.com
Bernard R. Given, II	on behalf of Other Prof. FTI Consulting Inc. bgiven@loeb.com
Boris Smyslov	on behalf of Creditor Mariah Driver attorney.boris@gmail.com
Brooke Elizabeth Wilson	on behalf of Creditor Committee Official Committee of Unscured Credtiors bwilson@pszjlaw.com
Catherine Holzhauser	on behalf of Creditor Beeson Tayer & Bodine, APC. cholzhauser@beesontayer.com, awheeler@beesontayer.com
Catherine Schlomann Robertson	on behalf of Creditor Matt Treger crobertson@spencerfane.com jbielat@spencerfane.com
Chad L. Butler	on behalf of Creditor BANK OF AMERICA N.A. caecf@tblaw.com
Charles R Gibbs	on behalf of Creditor Wilmington Trust National Association, as Trustee for the benefit of the Registered Holders of JPMBB Commercial Mortgage Pass-Through Certificates, Series 2015-C30 crgibbs@mwe.com
Chris D. Kuhner	on behalf of Creditor Bradley and Lori Olson c.kuhner@kornfieldlaw.com g.michael@kornfieldlaw.com
Christopher Crowell	on behalf of Creditor Citizens Business Bank ccrowell@frandzel.com mbrandenberg@frandzel.com
Christopher Hart	on behalf of Interested Party Randy Sue Pollock chart@nutihart.com
Christopher Thomas	on behalf of Attorney Fidelity National Title Ins. Co. christopher.thomas@fnf.com
Christopher D. Sullivan	on behalf of Creditor Anne and Keith Gockel csullivan@sullivanblackburn.com AJTorio@sullivanblackburn.com
Christopher M. McDermott	on behalf of Creditor Nationstar Mortgage LLC ecfcab@aldridgepate.com CMM@ecf.inforuptcy.com
Christopher V. Hawkins	on behalf of Creditor KS Mattson Partners LP chawkins@fennemorelaw.com, Hawkins@ecf.inforuptcy.com
Cia Mackle	on behalf of Creditor Committee Official Committee of Unscured Credtiors cmackle@pszjlaw.com
Craig A. Welin	on behalf of Creditor KeyBank National Association cwelin@frandzel.com bwilson@frandzel.com
Dane Wyatt Exnowski	on behalf of Creditor DEUTSCHE BANK TRUST COMPANY AMERICAS as Trustee for Residential Accredi Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QO1 dane.exnowski@mccalla.com, mccallaecf@ecf.courtdrive.com
Daniel Lloyd Egan	on behalf of Creditor Chase 1992 Family Trust degan@wilkefleury.com
Dara Levinson Silveira	on behalf of Attorney Keller Benvenuti Kim LLP dsilveira@kbkllp.com hrobertsdonnelly@kbkllp.com
David Coats	on behalf of Creditor The Bank of New York Mellon dacoats@raslg.com
Dean G. Rallis, Jr.	on behalf of Creditor California-American Water Company drallis@hahnlawyers.com drallis@ecf.courtdrive.com
Deanna K. Hazelton	on behalf of U.S. Trustee Office of the U.S. Trustee / SR deanna.k.hazelton@usdoj.gov
Debra I. Grassgreen	on behalf of Creditor Committee Official Committee of Unscured Credtiors dgrassgreen@pszjlaw.com hphan@pszjlaw.com
Devan Dal Col	on behalf of Creditor FEDERAL HOME LOAN MORTGAGE CORPORATION ddalcol@reedsmith.com
Douglas B. Provencher	

	on behalf of Interested Party Douglas B. Provencher dbp@provlaw.com
Dustin Owens	on behalf of Creditor Reprop Financial Mortgage Investors LLC dustin.owens@gmail.com
Edward Joseph McNeilly	on behalf of Debtor KS Mattson Partners LP edward.mcneilly@hoganlovells.com, edward-mcneilly-5120@ecf.pacerpro.com
Elizabeth J. Cabraser	on behalf of Interested Party Federal Plaintiffs ecabraser@lchb.com awolf@lchb.com
Eric A. Nyberg	on behalf of Creditor Bradley and Lori Olson e.nyberg@kornfieldlaw.com g.michael@kornfieldlaw.com
Eric C. Seitz	on behalf of Creditor Wilmington Trust National Association, as Trustee for the benefit of the Registered Holders of JPMBB Commercial Mortgage Pass-Through Certificates, Series 2015-C30 eseitz@mwe.com
Eric S. Pezold	on behalf of Creditor California Bank of Commerce epezold@swlaw.com fcardenas@swlaw.com
Erin N. Brady	on behalf of Debtor KS Mattson Partners LP erin.brady@hoganlovells.com
Evan Gershbein	ECFpleadings@kccllc.com
Fanny Zhang Wan	on behalf of Creditor DEUTSCHE BANK TRUST COMPANY AMERICAS as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QO1 Fanny.Wan@mccalla.com, thewanfirm@gmail.com
Gabriel P Herrera	on behalf of Creditor Wondra et al. gherrera@kmtg.com, bxiong@kmtg.com
Gabrielle L. Albert	on behalf of Debtor LeFever Mattson a California corporation galbert@kbklp.com
Gerrick Warrington	on behalf of Creditor KeyBank National Association gwarrington@frandzel.com achase@frandzel.com
Gillian Nicole Brown	on behalf of Creditor Committee Official Committee of Unscured Credtiors gbrown@pszjlaw.com
Gregg Martin Ficks	on behalf of Creditor Timothy J. LeFever gficks@coblentzlaw.com
Gregory C Nuti	on behalf of Interested Party Randy Sue Pollock gnuti@nutihart.com
Hayley R Winograd	on behalf of Creditor Committee Official Committee of Unscured Credtiors hayleywinograd@gmail.com
Ivo Keller	on behalf of Creditor Elizabeth H. Talley ikeller@sflaw.com
James P. Hill	on behalf of Creditor KS Mattson Partners LP jhill@fennemorelaw.com, lgubba-reiner@fennemorelaw.com
Jared A. Day	on behalf of U.S. Trustee Office of the U.S. Trustee / SR jared.a.day@usdoj.gov
Jason Rosell	on behalf of Creditor Committee Official Committee of Unscured Credtiors jrosell@pszjlaw.com mrenck@pszjlaw.com
Jason D. Strabo	on behalf of Creditor Wilmington Trust National Association, as Trustee for the benefit of the Registered Holders of JPMBB Commercial Mortgage Pass-Through Certificates, Series 2015-C30 jstrabo@mwe.com, dnorthrop@mwe.com
Jeannie Kim	on behalf of Creditor Socotra Capital Inc. jekim@sheppardmullin.com, dmatmen@sheppardmullin.com
Jennifer C. Wong	on behalf of Creditor Ally Bank bknotice@mccarthyholthus.com jwong@ecf.courtdrive.com
Jessica M. Simon	on behalf of Creditor Citizens Business Bank jsimon@hrhlaw.com
John D. Fiero	on behalf of Creditor Committee Official Committee of Unscured Credtiors jfiero@pszjlaw.com ocarpio@pszjlaw.com
Kevin C Young	on behalf of Creditor The Equitable Group Inc kevincyoungesq@aol.com

Kevin W. Coleman	on behalf of Interested Party Randy Sue Pollock kcoleman@nutihart.com nwhite@nutihart.com
Kyra E. Andrassy	on behalf of Creditor Anne Prisco kandrassy@raineslaw.com csheets@swelawfirm.com
Lance N. Jurich	on behalf of Interested Party Serene Investment Management LLC ljurich@loeb.com pmatsuda@loeb.com
Lane C Hilton	on behalf of Interested Party Linda Thom lane@thersfirm.com Amy@thersfirm.com
M. Tyler Davis	on behalf of Debtor LeFever Mattson a California corporation tdavis@kbbllp.com
Maggie E. Schroedter	on behalf of Creditor Nick Thom maggie@thersfirm.com maria@thersfirm.com
Mark Bostick	on behalf of Creditor KS Mattson Partners LP mbostick@fennemorelaw.com, ecfbankruptcy@fennemorelaw.com
Mark J. Romeo	on behalf of Creditor Reprop Financial Mortgage Investors LLC romeolaw@msn.com
Marsha Houston	on behalf of Creditor FEDERAL HOME LOAN MORTGAGE CORPORATION mhouston@reedsmith.com hvalencia@reedsmith.com
Mia S. Blackler	on behalf of Creditor JPMorgan Chase Bank N.A. mblackler@lubinolson.com
Michael C. Fallon	on behalf of Creditor Perry Johnson, Anderson, Miller & Moskovitz, LLP mcfallon@fallonlaw.net, manders@fallonlaw.net
Michael J. Gomez	on behalf of Creditor KeyBank National Association mgomez@frandzel.com mbrandenberg@frandzel.com
Michael S. Myers	on behalf of Creditor Oracle America Inc. myersm@ballardspahr.com, PHXLitLAAs@ballardspahr.com
Mitchell B. Greenberg	on behalf of Creditor Poppy Bank mgreenberg@abbeylaw.com mmeroney@abbeylaw.com
Office of the U.S. Trustee / SR	USTPRegion17.SF.ECF@usdoj.gov
Paul David Moak	on behalf of Creditor FEDERAL HOME LOAN MORTGAGE CORPORATION pmoak@reedsmith.com
Phillip John Shine	on behalf of U.S. Trustee Office of the U.S. Trustee / SR phillip.shine@usdoj.gov
Randall P. Mroczynski	on behalf of Creditor Santander Consumer USA Inc. dba Chrysler Capital rmroczynski@cookseylaw.com
Richard L. Wynne	on behalf of Debtor KS Mattson Partners LP richard.wynne@hoganlovells.com, tracy.southwell@hoganlovells.com
Robert B. Kaplan	on behalf of Creditor Umpqua Bank rbk@jmbm.com
Robert G. Harris	on behalf of Creditor Haley Samuel and Sheridan rob@bindermalter.com, RobertW@BinderMalter.com
Robert W. Norman, Jr.	on behalf of Creditor U.S. Bank National Association as Trustee for Greenpoint Mortgage Funding Trust Mortgage Pass-Through Certificates, Series 2006- AR7 rnorman@houser-law.com, chershey@houser-law.com
Roxanne Bahadurji	on behalf of Creditor Anne and Keith Gockel rbahadurji@sullivanblackburn.com ecf@macfern.com
Ruth Elin Auerbach	on behalf of Interested Party Kenneth Mattson ruth.auerbach.esq@gmail.com
Sara Shahbazi	on behalf of Creditor Oracle America Inc. shahbazi@ballardspahr.com
Sarah Lampi Little	on behalf of Creditor Bradley and Lori Olson sarah@kornfieldlaw.com
Sarah M. Stuppi	on behalf of Creditor Ravindra Ambatipudi sarah@stuppilaw.com

District/off: 0971-1
Date Rcvd: Dec 05, 2025

User: admin
Form ID: NTCRFBK

Page 5 of 5
Total Noticed: 3

Stephen T. Cammack	on behalf of Creditor Graham Reid cammacklawoffice@gmail.com
Steven M. Olson	on behalf of Interested Party Joseph Curtis steve@bfolegal.com
Steven W Golden	on behalf of Creditor Committee Official Committee of Unscreded Credtiors sgolden@pszjlaw.com
Theodore A. Cohen	on behalf of Attorney Sheppard Mullin, Richter & Hampton LLP TCohen@sheppardmullin.com, mtzeng@sheppardmullin.com
Thomas A. Willoughby	on behalf of Creditor Monley Hamlin Inc. twilloughby@ffwplaw.com docket@ffwplaw.com
Thomas B. Rupp	on behalf of Creditor LeFever Mattson a California corporation trupp@kbklp.com
Thomas G. Mouzes	on behalf of Creditor C.P. Grellas Partnership tmouzes@boutinjones.com cdomingo@boutinjones.com
Thomas M. Geher	on behalf of Creditor Columbia Bank tmg@jmbm.com tmg@ecf.inforuptcy.com
Thomas P. Griffin, Jr.	on behalf of Creditor Diana Goodman tgriffin@hsmllaw.com lnewberry@hsmllaw.com
Thomas Philip Kelly, III	on behalf of Creditor Andrew Revocable Trust dated June 21 2001 tomkelly@sonic.net
Tobias S. Keller	on behalf of Debtor LeFever Mattson a California corporation tkeller@kbklp.com
Todd M. Schwartz	on behalf of Interested Party KS Mattson Partners LP toddschwartz@paulhastings.com
Todd S. Garan	on behalf of Creditor DEUTSCHE BANK TRUST COMPANY AMERICAS as Trustee for Residential Accredi Loans, Inc., Mortgage AssetBacked Pass-Through Certificates, Series 2007-QO3 ecfcamb@aldridgepate.com, TSG@ecf.inforuptcy.com
Vadim J Rubinstein	on behalf of Interested Party Serene Investment Management LLC vrubinstein@loeb.com
Wayne A. Silver	on behalf of Creditor Denise Ebbett ws@waynesilverlaw.com ws@waynesilverlaw.com
William L. Porter	on behalf of Creditor 1-888-4-Abatement Inc. bporter@porterlaw.com, Ooberg@porterlaw.com
Yasha Rahimzadeh	on behalf of Creditor Daninaan LLC yrlaw@attorneynorcal.com
TOTAL: 101	

UNITED STATES BANKRUPTCY COURT
California Northern Bankruptcy Court

In re Debtor(s):	Case No.: 24-10545 CN 11
LeFever Mattson, a California corporation	Chapter: 11

NOTICE OF REFERRAL OF APPEAL TO BANKRUPTCY APPELLATE PANEL

To All Parties:

You are hereby notified the enclosed Notice of Appeal has been filed by Live Oak Investments LP and its general partner William Andrew with the Clerk of the Bankruptcy Court. Pursuant to orders of the Judicial Council of the Ninth Circuit and the United States District Court for this district, this appeal is referred to the United States Bankruptcy Appellate Panel of the Ninth Circuit (BAP).

Dated: 12/5/25

Edward J. Emmons
Clerk of Court
United States Bankruptcy Court

By: Monica Tartaglia
Deputy Clerk

NOTICE FROM CLERK OF 9TH CIRCUIT BAP: For all cases opened at the BAP beginning February 1, 2015, all excerpts of record must be filed electronically and no paper copies will be necessary. In all other cases effective immediately any attorney or other electronic filer may file the excerpts electronically without submitting paper copies. Please see Rule 3 of the Administrative Order Regarding Electronic Filing in BAP Cases available on the BAP website at www.ca9.uscourts.gov/bap/.