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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SANTA ROSA DIVISION

In re LEFEVER MATTSON, Consolidated Debtor.	Case No. 24-10545 HLB (Substantively Consolidated) Chapter 11
MICHAEL GOLDBERG, as trustee of the LFM Plan Recovery Trust, Plaintiff, v. CITIBANK, N.A., Defendant	Adv. Pro. No. 26-_____ **COMPLAINT FOR AVOIDANCE AND RECOVERY OF FRAUDULENT TRANSFERS**

Plaintiff Michael Goldberg (the "Plaintiff"), in his capacity as Plan Recovery Trustee of the LFM Plan Recovery Trust formed pursuant to the *Third Amended Chapter 11 Plan of Liquidation, As Modified* for the estate of LeFever Mattson, a California corporation (the "Consolidated Debtor"),[1] brings this adversary complaint against Citibank, N.A. ("Citibank"), and states as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this action to avoid and recover certain fraudulent transfers that occurred prior to commencement of the Consolidated Debtor's bankruptcy case. Citibank received in excess of $3 million (the "Fraudulent Transfers") from the Consolidated Debtor for credit card charges to a personal card or, alternatively, for extensive charges to a company card for personal expenses of Kenneth Mattson and his family that were of no benefit to the Consolidated Debtor. The Fraudulent Transfers to Citibank were in furtherance of a Ponzi scheme operated through the Consolidated Debtor since at least September 12, 2017 because they were made in an effort to perpetuate the fraudulent scheme using the availability of credit. Under applicable Ninth Circuit law, Plaintiff is entitled to recover the Fraudulent Transfers in order to redistribute such funds for the benefit of many hundreds of creditors who suffered substantial net losses.

II. JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the Northern District of California, Santa Rosa Division (the "Bankruptcy Court") has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. §§ 157 and 1334. This adversary proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(A) and (H).

3. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. Plaintiff consents to entry of a final order or judgment by the Bankruptcy Court.

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[1] On March 6, 2026, the Bankruptcy Court entered an *Order Substantively Consolidating Consolidated Debtor and KSMP Investment Entities and Granting Related Relief* [Docket No. 3914] (the "Substantive Consolidation Order"), which substantively consolidated the estates of LeFever Mattson, a California corporation and its affiliated debtors (the "LFM Debtors"), KS Mattson Partners, LP ("KSMP") (LFM Debtors and KSMP, collectively, the "Debtors"), and three-KSMP affiliated entities (Perris Freeway Plaza, LP, Specialty Properties Partners, LP and Treehouse Investments, LP) (the "KSMP Investment Entities"). A list of the consolidated entities is attached to the Substantive Consolidation Order.

III. PARTIES

5. Plaintiff is the duly appointed Plan Recovery Trustee under the *Third Amended Chapter 11 Plan of Liquidation, As Modified* [Docket No. 4151] (the "Plan") filed on April 7, 2026. Pursuant to section 5.3.6 of the Plan and section 4.1 of that certain *Plan Recovery Trust Agreement* dated May 14, 2026 (the "Plan Recovery Trust Agreement"), the Plan Recovery Trustee has sole authority to pursue Plan Recovery Trust Actions, including avoidance actions held by the Consolidated Debtor and the claims alleged herein.

6. Citibank is a national banking association that operates under federal banking laws. On information and belief, Citibank has a registered office in Sioux Falls, South Dakota, and its principal place of business is in New York, New York.

IV. GENERAL ALLEGATIONS

A. The Bankruptcy Cases.

7. On September 12, 2024 (the "LFM Petition Date"), fifty-eight affiliated LFM Debtors, including the corporate parent, LeFever Mattson ("LFM") filed chapter 11 petitions for bankruptcy. Over the following months, LFM filed involuntary chapter 11 petitions against Kenneth Mattson and KSMP. Kenneth Mattson's bankruptcy was converted to chapter 7.

8. On March 6, 2026, the Bankruptcy Court entered the Substantive Consolidation Order, which substantively consolidated into the Consolidated Debtor for all purposes: the LFM Debtors, KSMP, and the assets and liabilities of the KSMP Investment Entities, retroactive to September 12, 2024.

9. The Plan was confirmed on April 23, 2026, and became effective on May 14, 2026.

B. The Ponzi Scheme.

10. Prior to the LFM Petition Date, the Consolidated Debtor ran a real estate investment and management business, with individual investors originally holding an interest in the properties themselves and later holding a fractional interest in various limited liability companies or limited partnerships created to hold title to the properties or, in some cases, holding a non-existent or sham investment. An extensive investigation confirms that the Consolidated Debtor operated as a

fraudulent Ponzi scheme.

11. A Ponzi scheme is a form of investment fraud characterized by the perpetrator's payment of old investors with money invested by new ones. The Consolidated Debtor's prepetition operations involved a vast array of intercompany transactions, loans, and transfers to maintain liquidity, routine movement of real estate from one entity to another, and investment returns paid to old investors that were not possible without using funds from new investors.

12. This Bankruptcy Court's order confirming the Plan includes findings and conclusions, at page 5 paragraph L, that the Consolidated Debtor was operated as a Ponzi scheme from at least September 12, 2017:

> **Ponzi Findings and Conclusions.** As evidenced by the Joint Investigation Report [Docket No. 2568] and other evidence proffered by the Plan Proponents prior to or at the Confirmation Hearing, the Debtors and the KSMP Investment Entities were operated as a Ponzi scheme from at least September 12, 2017. During this period, Kenneth W. Mattson ("Mattson") controlled the Debtors and the KSMP Investment Entities as a single enterprise – disregarding their separate corporate forms – and caused them to engage in fraudulent activities and transactions (collectively, the "Mattson Transactions"). The Mattson Transactions took many forms, including the sale of fictitious interests in many of the Debtors and the KSMP Investment Entities; the transfer of vast sums of money between and among LFM, KSMP, other Debtors, and the KSMP Investment Entities; and the transfer among the Debtors of properties encumbered with high-interest loans often not disclosed to the affected investors in those properties. The Mattson Transactions amounted to a Ponzi scheme – a form of investment fraud characterized by the perpetrator's payment of old investors with money invested by new ones. Mattson effected this Ponzi scheme, in large part, through a bank account (the "1059 Account") that he controlled and that he maintained separately from LFM's accounting system. From September 2017 until his removal as an officer of LFM, Mattson induced Investors to deposit over $104 million into the 1059 Account. Rather than allocate those funds to the specific Debtors and the KSMP Investment Entities in which the Investors believed they were investing, Mattson commingled the 1059 Account funds and used them in improper ways, including by making over $70 million in payments to Investors. Mattson's misuse of the 1059 Account and similar misuse of KSMP's 1380 Account (as defined in the Joint Investigation Report) further supports the Ponzi findings herein.

13. The *Joint Investigation Report and Summary of Global Settlement* [Docket No. 2568, *supra*] established that the Consolidated Debtor did not produce sufficient profits to pay investors and many investment vehicles (the TICs, LLC, and LPs) were facing cumulative net losses. Nevertheless, Mr. Mattson caused the Consolidated Debtor to continue making distributions

to investors through fraudulent transactions and off-book accounting, including, among other matters, the sale of phony interests in property, false financial statements, and the use of "slush fund" accounts separate from the company accounting system that were used to commingle investor funds, pay Mr. Mattson's personal expenses, and pay enterprise-wide obligations to keep the Consolidated Debtor temporarily afloat. The Consolidated Debtor made distributions to existing investors, not from profits, but from incoming funds for new investments or from new investors.

14. Mr. Mattson was the principal architect behind the Consolidated Debtor's Ponzi scheme – holding 50% of the equity in LFM and serving as managing member of the company that was the general partner of KSMP. A central feature of Mr. Mattson's fraud was the use of a bank account maintained at Bank of the West (acquired by BMO Bank) ending in x1059 that he controlled and maintained in the name of LFM outside of LFM's accounting system (the "1059 Account"). Mr. Mattson used the 1059 Account to, among other things, commingle investor funds and obligations and pay fictitious profits to investors, including investors who did not hold recorded investments in real properties as they were led to believe.

15. During the seven years prior to the LFM Petition Date, Mr. Mattson caused more than $250 million in deposits to move through the 1059 Account. The 1059 Account was in LFM's name but functioned as one of Mr. Mattson's "slush funds," hidden from LFM employees, fueled by investor money, and used to meet any and all obligations, including personal and family expenses. The 1059 Account was used to make the Fraudulent Transfers to Citibank discussed below.

16. On May 13, 2025, Mr. Mattson was indicted in the case of *United States of America v. Kenneth W. Mattson,* case no. CR25-00126-JST (N.D. Cal.) on criminal charges of wire fraud and money laundering. The indictment alleges that Mr. Mattson ran a Ponzi scheme.

C. Fraudulent Transfers to Citibank.

17. On information and belief, Citibank issued one or more American Airlines AAdvantage credit cards to Mr. Mattson, individually or in the name of a debtor entity, including the most recent card ending in x5710 (collectively, the "Mattson Citi Card"). The Mattson Citi Card

was one of several cards used by Mr. Mattson in furtherance of his fraud as he obtained numerous credit cards from various banks and often exhausted the credit limits by paying debts associated with the Ponzi scheme.

18. The Mattson Citi Card used and maintained by Mr. Mattson is distinguishable from a similar credit card issued by Citibank to LFM that was used by employees as authorized cardholders (the "LFM Citi Cards") because consolidated statements for the LFM Citi Cards were directed to LFM's physical address and did not include charges by Mr. Mattson as an authorized cardholder.

19. Statements for the Mattson Citi Card were directed to Mr. Mattson and then paid by the Consolidated Debtor from the 1059 Account using commingled investor funds. The Consolidated Debtor, under Mr. Mattson's direction, consistently made monthly payments in excess of $30,000 and sometimes in excess of $100,000 to Citibank.

20. Between May 2017 and May 2024, Mr. Mattson caused the Consolidated Debtor to pay approximately $3,877,889 to Citibank for the Mattson Citi Card charges set forth on **Exhibit A** hereto. To the extent that the Mattson Citi Card was a personal card, all of foregoing payments were Fraudulent Transfers. To the extent that the Mattson Citi Card was a company card, a substantial share of the payments were Fraudulent Transfers because the charges were personal and of no benefit to the Consolidated Debtor.

21. On information and belief, Mr. Mattson made the Fraudulent Transfers to Citibank for charges to the Mattson Citi Card that included personal items and non-business expenses such as cars, vacations, hotels, luxury items, and other expenses that were in no way attributable to the named cardholder. The Consolidated Debtor's payment of personal expenses constitute Fraudulent Transfers.

22. Plaintiff is informed and believes that at least one creditor holding an unsecured claim that is allowable under Section 502 of the Bankruptcy Code, or that is not allowable under Section 502(e) of the Bankruptcy Code, exists who can avoid the Fraudulent Transfers referred to

in this Complaint. As a result, Plaintiff may assert the rights of such creditors pursuant to Section 544(b) of the Bankruptcy Code.

23. The Consolidated Debtor made the Fraudulent Transfers within seven years of the LFM Petition Date. Until the Investigation Report was filed in the Bankruptcy Case well after the LFM Petition Date, no creditor could reasonably discover the Fraudulent Transfers or the fraudulent nature of such transfers.

FIRST CLAIM FOR RELIEF

Avoidance and Recovery of Intentionally Fraudulent Transfers (Bankruptcy Code §§ 544(b), 550; Cal. Civil Code § 3439.04(a)(1))

24. Plaintiff repeats and re-alleges each of the foregoing paragraphs as though fully set forth herein.

25. The Consolidated Debtor operated a Ponzi scheme such that, under applicable law, the Consolidated Debtor is presumed to have made the Fraudulent Transfers with actual intent to hinder, delay, or defraud any entity or person to whom the Consolidated Debtor was, or became, indebted.

26. The Consolidated Debtor's actual intent to hinder, delay, or defraud creditors is further supported by the circumstances surrounding each Fraudulent Transfer. At all relevant times, the Consolidated Debtor was not profitable and paid fictitious profits to investors while it was simultaneously transferring funds and obligations among debtor entities and paying the personal expenses of Mr. Mattson, including charges to the Mattson Citi Card.

27. By reason of the foregoing, Plaintiff is entitled to avoid the Fraudulent Transfers to Citibank identified on Exhibit A pursuant to Bankruptcy Code section 544(b) and Cal. Civil Code section 3439.04(a)(1).

28. Citibank is an initial, immediate, or mediate transferee of the Fraudulent Transfers. Accordingly, Plaintiff is entitled to recover for the estate on behalf of the LFM Plan Recovery Trust the proceeds or value of the Fraudulent Transfers pursuant to Bankruptcy Code section 550 and Cal. Civil Code sections 3439, *et seq.*

SECOND CLAIM FOR RELIEF

Avoidance and Recovery of Constructively Fraudulent Transfers (Bankruptcy Code §§ 544(b), 550; and Cal. Civil Code §§ 3439.04(a)(2), 3439.05)

29. Plaintiff repeats and re-alleges each of the foregoing paragraphs as though fully set forth herein.

30. Plaintiff is informed and believes, and thereon asserts, that at all relevant times the Consolidated Debtor: (a) was insolvent, or became insolvent as a result of each Fraudulent Transfer; (b) was engaged in or about to engage in a business or a transaction for which its remaining assets were unreasonably small in relation to the business or transaction; or (c) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

31. Plaintiff is informed and believes, and thereon asserts, that Citibank did not give, and the Consolidated Debtor did not receive, reasonably equivalent value for the Fraudulent Transfers because the charges were to a personal credit card or the expenses were personal to Mr. Mattson and of no benefit to the Consolidated Debtor.

32. By reason of the foregoing, Plaintiff is entitled to avoid the Fraudulent Transfers identified on Exhibit A pursuant to Bankruptcy Code section 544(b) and Cal. Civil Code section 3439(a)(2).

33. Citibank is an initial, immediate, or mediate transferee of the Fraudulent Transfers. Accordingly, Plaintiff is entitled to recover for the estate on behalf of the LFM Plan Recovery Trust the proceeds or value of the Fraudulent Transfers pursuant to Bankruptcy Code section 550 and Cal. Civil Code sections 3439, *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Bankruptcy Court enter judgment on all Claims for Relief as follows:

1. That the Fraudulent Transfers are avoidable;

2. That Plaintiff is entitled to recover the Fraudulent Transfers in an amount according to proof;

3. For costs of suit incurred herein;

4. For pre- and post-judgment interest on the judgment amount to the fullest extent allowed by law; and

5. For such other and further relief as the Bankruptcy Court may deem just and proper.

Dated: September 9, 2026

PACHULSKI STANG ZIEHL & JONES LLP

By: */s/ John D. Fiero*
John D. Fiero

Counsel to Plaintiff Michael Goldberg, solely in his capacity as trustee of the LFM Plan Recovery Trust

EXHIBIT A

CITIBANK					
Clear Date	Type	Check #	Payee	Amount	Memo/Description
5/24/2017	Electronic Payment		Citi CC	40,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052417 WEB
6/12/2017	Electronic Payment		Citi CC	35,244.65	LECTRONIC DBT CITI CARD ONLINE PAYMENT 061217 WEB
6/26/2017	Electronic Payment		Citi CC	30,000.00	LECTRONIC DBT CITI CARD ONLINE PAYMENT 062617 WEB
7/24/2017	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072417 WEB
8/24/2017	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082417 WEB
9/20/2017	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092017 WEB
10/6/2017	Electronic Payment		Citi CC	50,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 100617 WEB
10/24/2017	Electronic Payment		Citi CC	37,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102417 WEB
11/24/2017	Electronic Payment		Citi CC	19,443.54	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 112417 WEB
12/26/2017	Check	902334	Citicards	56,181.25	5466160379226911 520989611419
1/23/2018	Electronic Payment		Citi CC	22,145.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 012318 WEB
2/26/2018	Electronic Payment		Citi CC	24,135.64	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 022618 WEB
3/26/2018	Electronic Payment		Citi CC	76,632.61	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 032618 WEB
4/24/2018	Electronic Payment		Citi CC	33,216.98	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 042418 WEB
5/14/2018	Electronic Payment		Citi CC	35,394.57	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 051418 WEB
5/24/2018	Electronic Payment		Citi CC	56,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052418 WEB
6/25/2018	Electronic Payment		Citi CC	113,996.96	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062518 WEB
8/24/2018	Electronic Payment		Citi CC	20,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082418 WEB
9/10/2018	Electronic Payment		Citi CC	100,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 091018 WEB
9/24/2018	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092418 WEB
10/23/2018	Electronic Payment		Citi CC	46,728.33	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102318 WEB
11/26/2018	Electronic Payment		Citi CC	21,277.82	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 112618 WEB
12/24/2018	Electronic Payment		Citi CC	36,736.44	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 122418 WEB
1/23/2019	Electronic Payment		Citi CC	41,227.65	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 012319 WEB
2/25/2019	Electronic Payment		Citi CC	66,755.20	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 022519 WEB
3/25/2019	Electronic Payment		Citi CC	51,220.31	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 032519 WEB
4/4/2019	Electronic Payment		Citi CC	75,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 040419 WEB
4/8/2019	Electronic Payment		Citi CC	75,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 040819 WEB
4/24/2019	Electronic Payment		Citi CC	75,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 042419 WEB
5/21/2019	Electronic Payment		Citi CC	50,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052119 WEB
6/24/2019	Electronic Payment		Citi CC	117,469.29	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062419 WEB

CITIBANK					
Clear Date	Type	Check #	Payee	Amount	Memo/Description
7/24/2019	Electronic Payment		Citi CC	2,664.65	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072419 WEB
8/26/2019	Electronic Payment		Citi CC	69,177.81	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082619 WEB
9/25/2019	Electronic Payment		Citi CC	2,722.56	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092519 WEB
10/24/2019	Electronic Payment		Citi CC	37,964.78	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102419 WEB
11/25/2019	Electronic Payment		Citi CC	15,099.43	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 112519 WEB
12/17/2019	Electronic Payment		Citi CC	5,225.19	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 121719 WEB
1/24/2020	Electronic Payment		Citi CC	16,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 012420 WEB
2/18/2020	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 021820 WEB
3/24/2020	Electronic Payment		Citi CC	18,240.68	ELECTRONIC DBT CITI PAYMENT PAYMENT 032420 PPD
4/21/2020	Electronic Payment		Citi CC	34,154.31	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 042120 WEB
5/18/2020	Electronic Payment		Citi CC	41,094.04	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 051820 WEB
6/3/2020	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 060320 WEB
6/24/2020	Electronic Payment		Citi CC	40,369.56	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062420 WEB
7/20/2020	Electronic Payment		Citi CC	35,993.78	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072020 WEB
8/4/2020	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 080420 WEB
8/20/2020	Electronic Payment		Citi CC	17,453.25	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082020 WEB
8/31/2020	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 083120 WEB
9/23/2020	Electronic Payment		Citi CC	18,252.62	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092320 WEB
10/26/2020	Electronic Payment		Citi CC	21,104.41	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102620 WEB
11/24/2020	Electronic Payment		Citi CC	59,678.57	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 112420 WEB
12/23/2020	Electronic Payment		Citi CC	30,431.32	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 122320 WEB
1/25/2021	Electronic Payment		Citi CC	38,434.57	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 012521 WEB
2/22/2021	Electronic Payment		Citi CC	34,561.58	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 022221 WEB
3/19/2021	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 031921 WEB
3/24/2021	Electronic Payment		Citi CC	17,330.64	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 032421 WEB
4/15/2021	Electronic Payment		Citi CC	20,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 041521 WEB
4/19/2021	Electronic Payment		Citi CC	15,225.35	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 041921 WEB
5/6/2021	Electronic Payment		Citi CC	10,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 050621 WEB
5/24/2021	Electronic Payment		Citi CC	12,127.35	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052421 WEB
5/24/2021	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052421 WEB

CITIBANK					
Clear Date	Type	Check #	Payee	Amount	Memo/Description
6/7/2021	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 060721 WEB
6/24/2021	Electronic Payment		Citi CC	12,001.37	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062421 WEB
7/14/2021	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 071421 WEB
7/23/2021	Electronic Payment		Citi CC	41,626.94	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072321 WEB
8/23/2021	Electronic Payment		Citi CC	40,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082321 WEB
9/23/2021	Electronic Payment		Citi CC	38,365.71	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092321 WEB
10/20/2021	Electronic Payment		Citi CC	20,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102021 WEB
10/20/2021	Electronic Payment		Citi CC	29,127.30	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102021 WEB
11/18/2021	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 111821 WEB
11/23/2021	Electronic Payment		Citi CC	23,398.56	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 112321 WEB
12/23/2021	Electronic Payment		Citi CC	43,492.18	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 122321 WEB
1/3/2022	Electronic Payment		Citi CC	31,668.50	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 010322 WEB
2/22/2022	Electronic Payment		Citi CC	33,622.29	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 022222 WEB
3/3/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 030322 WEB
3/7/2022	Electronic Payment		Citi CC	22,955.69	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 030722 WEB
4/7/2022	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 040722 WEB
4/25/2022	Electronic Payment		Citi CC	21,690.48	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 042522 WEB
4/27/2022	Electronic Payment		CITI CARD	54,457.39	ELECTRONIC DBT CHASE CREDIT CRD EPAY 042722 WEB
5/24/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052422 WEB
6/13/2022	Electronic Payment		Citi CC	35,470.91	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 061322 WEB
7/8/2022	Electronic Payment		Citi CC	35,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 070822 WEB
7/25/2022	Electronic Payment		Citi CC	29,207.82	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072522 WEB
8/12/2022	Electronic Payment		Citi CC	46,504.37	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 081222 WEB
8/23/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082322 WEB
9/9/2022	Electronic Payment		Citi CC	27,006.75	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 090922 WEB
9/12/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 091222 WEB
9/26/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 092622 WEB
10/6/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 100622 WEB
10/6/2022	Electronic Payment		Citi CC	25,244.27	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 100622 WEB
10/26/2022	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 102622 WEB

CITIBANK					
Clear Date	Type	Check #	Payee	Amount	Memo/Description
11/15/2022	Electronic Payment		Citi CC	47,804.04	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 111522 WEB
12/6/2022	Electronic Payment		Citi CC	41,781.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 120622 WEB
12/27/2022	Electronic Payment		Citi CC	10,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 122722 WEB
12/27/2022	Electronic Payment		Citi CC	15,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 122722 WEB
1/17/2023	Electronic Payment		Citi CC	30,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 011723 WEB
1/24/2023	Electronic Payment		Citi CC	27,104.64	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 012423 WEB
2/24/2023	Electronic Payment		Citi CC	29,497.50	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 022423 WEB
3/21/2023	Electronic Payment		Citi CC	46,981.07	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 032123 WEB
4/17/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 041723 WEB
4/24/2023	Electronic Payment		Citi CC	24,969.74	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 042423 WEB
5/22/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 052223 WEB
6/12/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 061223 WEB
6/22/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062223 WEB
6/23/2023	Electronic Payment		Citi CC	20,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 062323 WEB
7/20/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072023 WEB
7/24/2023	Electronic Payment		Citi CC	17,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072423 WEB
7/24/2023	Electronic Payment		Citi CC	20,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 072423 WEB
8/21/2023	Electronic Payment		Citi CC	25,000.00	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082123 WEB
8/24/2023	Electronic Payment		Citi CC	17,797.51	ELECTRONIC DBT CITI CARD ONLINE PAYMENT 082423 WEB
9/21/2023	Electronic Payment		Citi CC	25,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
10/23/2023	Electronic Payment		Citi CC	20,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
11/24/2023	Electronic Payment		Citi CC	30,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
12/26/2023	Electronic Payment		Citi CC	20,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
1/24/2024	Electronic Payment		Citi CC	25,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
2/26/2024	Electronic Payment		Citi CC	15,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
3/25/2024	Electronic Payment		Citi CC	50,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
4/24/2024	Electronic Payment		Citi CC	10,000.00	ACH DEBIT WEB CITI CARD ONLINE PAYMENT
			Total:	**3,877,888.72**	

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
Michael Goldberg, Plan Recovery Trustee	Citibank, N.A.
ATTORNEYS (Firm Name, Address, and Telephone No.) Pachulski Stang Ziehl & Jones LLP One Sansome Street, Suite 3430 San Francisco, CA 94104 Phone: (415) 263-7000	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor ■ Other □ Trustee	**PARTY** (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor □ Other □ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Avoidance and recovery of intentional and constructively fraudulent transfers under Bankr. Code sections 544 and 550 and Civil Code section 3439 et seq.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(a) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☑ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(b) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(c) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(d) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(e) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(f) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(f) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(g) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(h) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(i) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(j) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

□ Check if this case involves a substantive issue of state law	□ Check if this is asserted to be a class action under FRCP 23
□ Check if a jury trial is demanded in complaint	Demand $ Approximately $3M according to proof

Other Relief Sought

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR LeFever Mattson	BANKRUPTCY CASE NO. 24-10545	
DISTRICT IN WHICH CASE IS PENDING Northern District of California	DIVISION OFFICE Santa Rosa	NAME OF JUDGE Judge Hannah L. Blumenstiel
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE September 9, 2026	PRINT NAME OF ATTORNEY (OR PLAINTIFF) John D. Fiero	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.