

Richard L. Wynne (Bar No. 120349)
richard.wynne@hoganlovells.com
Erin N. Brady (Bar No. 215038)
erin.brady@hoganlovells.com
Edward J. McNeilly (Bar No. 314588)
edward.mcneilly@hoganlovells.com
HOGAN LOVELLS US LLP
1999 Avenue of the Stars, Suite 1400
Los Angeles, California 90067
Telephone: (310) 785-4600
Facsimile: (310) 785-4601

Megan Nishikawa (Bar No. 271670)
megan.nishikawa@hoganlovells.com
Leen Bukai (Bar No. 359353)
leen.bukai@hoganlovells.com
HOGAN LOVELLS US LLP
4 Embarcadero Ctr., Ste 3500
San Francisco, CA 94111
Telephone: (415) 374-2300
Facsimile: (415) 374-2499

Attorneys for Plaintiff, KS Mattson Partners, LP

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re
LEFEVER MATTSON, a California corporation,
et al.
Debtors.¹

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

In re
KS MATTSON PARTNERS, LP,
Debtor.

Adv. Pro. No. 25-_____

**COMPLAINT FOR AVOIDANCE AND
RECOVERY OF FRAUDULENT
TRANSFER**

KS MATTSON PARTNERS, LP,
Plaintiff
v.
RANDY SUE POLLOCK, an individual,
Defendant.

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 95621. 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 As and for its complaint, plaintiff, KS Mattson Partners, LP ("KSMP" or "Plaintiff"), by
2 and through undersigned counsel, and based upon knowledge, information, belief, and its
3 investigation to date, alleges as follows:

4
5 **I.**

6 **JURISDICTION AND VENUE**

7 1. The above-captioned court (the "Bankruptcy Court") has jurisdiction over this
8 adversary proceeding pursuant to 28 U.S.C. § § 157 and 1334. This adversary proceeding is a core
9 proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (H).

10 2. Venue in this district is proper pursuant to 28 U.S.C. § 1409(a).

11 3. This adversary proceeding is commenced pursuant to Rule 7001(a) of the Federal
12 Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and sections 544, 548 and 550 of Title
13 11 of the United States Code (the "Bankruptcy Code").

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

15
16 **II.**

17 **THE PARTIES**

18 5. Plaintiff is a California limited partnership and a debtor and debtor in possession in
19 case number 24-10715, currently pending in the Bankruptcy Court. Plaintiff's chapter 11 case is
20 being jointly administered under *In re LeFever Mattson, a California Corporation*, Lead Case No.
21 24-10545.

22 6. Defendant, **Randy Sue Pollock** ("Defendant" or "Pollock"), an individual, is a
23 natural person doing business as the Law Offices of Randy Sue Pollock. Defendant Randy Sue
24 Pollock's place of regular place of business is, based on information and belief, 286 Santa Clara
25 Avenue, Oakland, CA 94610. Defendant describes herself on her website, rspollocklaw.com, as
26
27
28

1 “an experienced trial attorney specializing in criminal defense and complex white-collar cases in
2 both federal and state court.”

3
4 **III.**

5 **NATURE OF THE ACTION**

6 7. Plaintiff seeks to recover a \$500,000 wire transfer (the “Fraudulent Retainer
7 Payment”) that Plaintiff made to Defendant on May 10, 2024 to fund a retainer for Defendant to
8 represent Kenneth W. Mattson (“Mattson”) in connection with civil and criminal proceedings
9 against Mattson.

10
11 8. For over 15 years, Mattson controlled and operated his fraudulent real estate
12 enterprise as a Ponzi scheme, largely through his control of LeFever Mattson (“LFM”) and its
13 affiliated debtors and debtors in possession (collectively, the “LFM Debtors” and, together with
14 KSMP, the “Debtors”). Mattson’s control of KSMP was integral to his ability to run his Ponzi
15 scheme, as KSMP was able to enter into additional transactions without direct oversight.

16
17 9. In or around April 2024, as Mattson’s Ponzi scheme began to unravel, Mattson
18 retained Defendant to represent him in connection with anticipated criminal and civil
19 investigations.

20
21 10. Instead of using his own assets to pay for his defense counsel, Mattson caused
22 KSMP to wire the Fraudulent Retainer Payment to Defendant. KSMP derived no benefit from the
23 Fraudulent Retainer Payment, which was made for Mattson’s sole and exclusive benefit.

24 **IV.**

25 **STATEMENT OF FACTS RELEVANT TO ALL CLAIMS FOR RELIEF**

26 **A. General Background**

27 11. KSMP was formed as a California limited partnership on August 16, 1999 to manage
28

1 and develop certain Mattson family assets. KSMP's partnership interests are held by each of Mattson
2 (49%), Mattson's wife Stacy Mattson (49%), and K S Mattson Company, LLC ("KSMC") (2%).
3 KSMC is the general partner of KSMP; each of Mr. and Mrs. Mattson holds 50% of the membership
4 interests in KSMC, with Mattson serving as KSMC's managing member. Mattson is an "insider" of
5 KSMP as that term is defined in section 101(31) of the Bankruptcy Code.
6

7 12. On November 22, 2024 (the "KSMP Petition Date"), an involuntary chapter 11
8 petition was filed against KSMP, commencing Case No. 24-10715 (Bankr. N.D. Cal.). On June 6,
9 2025, KSMP consented to the entry of a stipulated order for relief in the involuntary case, which
10 order was entered by the Court on June 9, 2025. Shortly thereafter, the Bankruptcy Court appointed
11 Robbin L. Itkin as the Responsible Individual in KSMP's chapter 11 case (the "KSMP Chapter 11
12 Case" and, together with the LFM Chapter 11 Cases, the "Cases"), effective June 16, 2025 [Dkt.
13 No. 172].
14

15 13. On July 29, 2025, the Court entered the *Stipulated Bridge Order in Connection with*
16 *the Motion to Substantively Consolidate the Bankruptcy Estates of LeFever Mattson and KS*
17 *Mattson Partners, LP* [Dkt. No. 1887], which, among other things, authorizes the joint
18 administration of the KSMP Chapter 11 Case with the cases filed by the LFM Debtors. No trustee
19 or examiner has been appointed in the Cases. The Debtors continue to operate their businesses and
20 manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the
21 Bankruptcy Code.
22

23 14. On October 9, 2024, the Office of the United States Trustee for the Northern District
24 of California appointed an official committee of unsecured Creditors (the "Committee") in the LFM
25 Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code on [Dkt. No. 135]. On August
26 26, 2025, the Committee's appointment was extended to the KSMP Chapter 11 Case [Dkt. No.
27 2104].
28

1 **B. Mattson’s Ponzi Scheme Begins to Unravel and Mattson Hires Counsel**

2 20. In or around January 2024, Mattson, LFM entered into an *Indemnity Agreement*
3 *effective January 1, 2024* (the “Indemnification Agreement”), pursuant to which Mattson,
4 purportedly on behalf of himself and his Affiliates (as defined in the Indemnification Agreement),
5 agreed to indemnify LFM and its Affiliates with respect to the “numerous transactions” pursuant to
6 which Mattson “secured funds on terms and conditions not clearly documented.”
7

8 21. Effective April 1, 2024, due to concerns around Mattson’s failure to document
9 certain financial transactions involving LFM, Mattson resigned as Chief Executive Officer and
10 Chief Financial Officer of LFM.

11 22. On April 19, 2024, an enforcement attorney at the SEC sent Mattson an e-mail. The
12 e-mail bore the subject line “In the Matter of LeFever Mattson (SF-04674)” and stated, in part, “I
13 am going to send you a document preservation letter through the SEC’s secure email system.” It
14 also advised Mattson that the SEC would mail the same letter to his residence in Sonoma.
15

16 23. The SEC attorney subsequently sent Mattson an e-mail that included a document
17 preservation letter wherein the SEC advised Mattson that he may “possess documents and data that
18 are relevant to an ongoing investigation being conducted by the staff of the United States Securities
19 and Exchange Commission,” identified documents and communications from 2012 to the present
20 related to LFM, Divi Divi Tree, LP (“Divi Divi”) (one of the entities in which Mattson fraudulently
21 procured investments as part of his Ponzi scheme) and investors, provided notice that such evidence
22 “should be reasonably preserved and retained until further notice,” and clarified that “failure to do
23 so could give rise to civil and criminal liability.”
24

25 24. On April 30, 2024, the United States Securities & Exchange Commission (“SEC”)
26 issued a subpoena duces tecum to Mattson for, among other things, documents concerning Divi
27 Divi, LFM, and KSMP.
28

1 25. On May 10, 2024, Mattson collected the subpoena. That same day, an attorney
2 representing Mattson contacted the SEC on Mattson's behalf. Upon information and belief, that
3 attorney was Defendant. The SEC attorney who had sent Mattson the initial document preservation
4 request and the subpoena sent Defendant a copy of that subpoena. The same day, May 10, 2024,
5 Defendant confirmed receipt. This was the same day that Mattson caused KSMP to wire the
6 Fraudulent Transfer Payment to Defendant.
7

8 26. Mr. Mattson has filed sworn statements in his criminal case stating that at the outset
9 of Defendant's representation of Mattson, Mattson paid her a retainer of \$500,000. *See*
10 *Supplemental Declaration of Kenneth W. Mattson in Support of Defendant's Motion to Modify Pre-*
11 *Trial Asset Restraint*, Case No. 4:25-CR-00126-JST, Dkt. No. 70-1 ¶ 30. ("I paid a retainer to my
12 counsel, Randy Sue Pollock, in the amount of \$500,000 at the outset of her representation of me. I
13 understand that approximately \$450,000 of this retainer remains.").

14 27. Mattson, however, did not make this payment from his personal funds. Instead, an
15 examination of KSMP's bank records show that on May 10, 2024, KSMP wired the Fraudulent
16 Retainer Payment from KSMP's bank account at BMO Bank ending in -1380 to Defendant's bank
17 account at City National Bank ending in -5667. Mattson controlled KSMP when the Fraudulent
18 Retainer Payment was made. An extract from the wire transfer records for KSMP's -1380 account
19 is attached hereto as Exhibit 1.
20

21 28. Upon information and belief, Mattson and his wife, Stacy Mattson, began to sell off,
22 conceal, and transfer assets in anticipation of the May 2024 FBI raid.
23

24 29. In the Mattson Criminal Proceedings (as defined below) Mattson falsely represented
25 in a sworn statement to the District Court that he, not KSMP, was the source of the Fraudulent
26 Retainer Payment.
27
28

1 30. On May 22, 2024, well after he was placed on notice of the SEC investigation and
2 instructed to preserve data, Mattson deleted more than 10,000 files from his personal computer.

3 31. On May 24, 2024, the FBI raided Mattson's residence.

4 32. Beginning June 2024, multiple lawsuits were filed against Mattson and KSMP
5 arising out of Mattson's scheme.
6

7 **C. The Criminal and SEC Proceedings Against Mattson**

8 33. On May 13, 2025, a federal grand jury returned an indictment against Mattson (the
9 "Mattson Indictment") charging him with, among other things, wire fraud (18 U.S.C. § 1343),
10 money laundering (18 U.S.C. § 1957), and obstruction of justice in a federal investigation (18
11 U.S.C. § 1519) (the "Mattson Criminal Proceedings"). The Mattson Indictment expressly calls
12 Mattson's scheme a "Ponzi scheme."
13

14 34. On May 22, 2025, pursuant to the Mattson Indictment, Mattson was arrested.

15 35. Also on May 22, 2025, the SEC filed a complaint (the "Mattson SEC Complaint")
16 against Mattson and KSMP (as Relief Defendant). According to the Mattson SEC Complaint, from
17 approximately 2007 through April 2024, Mattson ran a fraudulent scheme offering and selling fake
18 interests in various limited partnerships created and managed by LFM.
19

20 **D. KSMP Was Insolvent at the Time the Fraudulent Retainer Was Made and KSMP**
21 **Received No Benefit From the Fraudulent Retainer Payment**

22 35. KSMP did not benefit from the Fraudulent Retainer Payment. KSMP is not
23 Defendant's client and in fact Defendant has rendered no services to KSMP. KSMP has not
24 benefited from any services that Defendant has rendered to Mattson.

25 36. KSMP was insolvent when it made the Fraudulent Retainer Payment to Defendant
26 and continues to be insolvent.
27
28

1
2
3 **FIRST CLAIM FOR RELIEF**
4 **(Avoidance of Actual Fraudulent Transfer Under Bankruptcy Code § 548(a)(1)(A))**

5 37. Plaintiff repeats and realleges all the preceding paragraphs as though fully set forth
6 herein.

7 38. The Fraudulent Retainer Payment was made within two years of the KSMP Petition
8 Date of November 22, 2024.

9 39. The Fraudulent Retainer Payment was made with the actual intent to hinder, delay
10 or defraud KSMP's creditors.

11 40. KSMP's intent to hinder, delay or defraud KSMP's creditors is further established
12 by at least the following badges of fraud:

13 a. The Fraudulent Retainer Payment was made for the sole and exclusive
14 benefit of Mattson, an insider of KSMP;

15 b. The Fraudulent Retainer Payment was concealed. Mattson falsely
16 represented to the District Court in the Mattson Criminal Proceedings that he, not KSMP, was the
17 source of the Fraudulent Retainer Payment.

18 c. KSMP had been threatened with litigation when the Fraudulent Retainer
19 Payment was made. Within one to two months after the Fraudulent Retainer Payment was made,
20 KSMP became a defendant in multiple lawsuits alleging claims arising out of Mattson's
21 misconduct.

22 d. Prior to KSMP making the Fraudulent Retainer Payment, (i) Mattson entered
23 into the Indemnification Agreement, purportedly on behalf of KSMP, (ii) Mattson resigned from
24 his positions as Chief Executive Officer and Chief Financial Officer of LFM, (iii) the SEC sent
25 Mattson a document preservation notice and a document subpoena (which, upon information and
26
27
28

1 belief, included document requests related to KSMP), and (iv) Mattson sought to retain Defendant
2 as criminal counsel. Then, on May 20, 2024, shortly after KSMP made the Fraudulent Retainer
3 Payment, KSMP paid a retainer of \$100,000 to the law firm of Fennemore Craig PC to represent
4 both KSMP and Mattson.

5
6 e. KSMP did not receive any value in exchange for the Fraudulent Retainer
7 Payment. KSMP is not Defendant's client. Defendant has rendered no services to KSMP. KSMP
8 has not benefited from any services that Defendant has rendered to Mattson.

9
10 f. KSMP was insolvent when it made the Fraudulent Retainer Payment to
11 Defendant and continues to be insolvent.

12
13 g. KSMP engaged in multiple transfers of real estate assets to third parties and
14 insiders both immediately before and immediately after the payment of the Fraudulent Retainer
15 Payment

16
17 41. Defendant knew that KSMP, not Mattson, was the source of the Fraudulent Retainer
18 Payment. Defendant knew that the details of the Fraudulent Retainer Payment were being hidden
19 from all third parties by virtue of, among other things, the misrepresentations made to the District
20 Court by Mattson regarding the source of the payment.

21
22 42. Accordingly, the Fraudulent Retainer Payment should be avoided under section
23 548(a)(1)(A) of the Bankruptcy Code.

24
25 **SECOND CLAIM FOR RELIEF**
26 **(Avoidance of Actual Fraudulent Transfer Under Bankruptcy Code § 544(b)**
27 **and Applicable California Law (Cal. Civ. Code § 3439.04(a)(1))**

28
29 43. Plaintiff repeats and realleges all the preceding paragraphs as though fully set forth
30 herein.

31
32 44. The Fraudulent Retainer Payment was made within four years of the KSMP Petition
33 Date of November 22, 2024.

1 45. The Fraudulent Retainer Payment was made with the actual intent to hinder, delay
2 or defraud KSMP's creditors.

3 46. KSMP's intent to hinder, delay or defraud KSMP's creditors is further established
4 by at least the following badges of fraud:
5

6 a. The Fraudulent Retainer Payment was made for the sole and exclusive
7 benefit of Mattson, an insider of KSMP;

8 b. The Fraudulent Retainer Payment was concealed. Mattson falsely
9 represented to the District Court in the Mattson Criminal Proceedings that he, not KSMP, was the
10 source of the Fraudulent Retainer Payment.

11 c. KSMP had been threatened with litigation when the Fraudulent Retainer
12 Payment was made. Within one to two months after the Fraudulent Retainer Payment was made,
13 KSMP became a defendant in multiple lawsuits alleging claims arising out of Mattson's
14 misconduct.
15

16 d. Prior to KSMP making the Fraudulent Retainer Payment, (i) Mattson entered
17 into the Indemnification Agreement, purportedly on behalf of KSMP, (ii) Mattson resigned from
18 his positions as Chief Executive Officer and Chief Financial Officer of LFM, (iii) the SEC sent
19 Mattson a document preservation notice and a document subpoena (which, upon information and
20 belief, included document requests related to KSMP) , and (iv) Mattson sought to retain Defendant
21 as criminal counsel. Then, on May 20, 2024, shortly after KSMP made the Fraudulent Retainer
22 Payment, KSMP paid a retainer of \$100,000 to the law firm of Fennemore Craig PC to represent
23 both KSMP and Mattson.
24

25 e. KSMP did not receive any value in exchange for the Fraudulent Retainer
26 Payment. KSMP is not Defendant's client. Defendant has rendered no services to KSMP. KSMP
27 has not benefited from any services that Defendant has rendered to Mattson.
28

1 f. KSMP was insolvent when it made the Fraudulent Retainer Payment to
2 Defendant and continues to be insolvent.

3 g. KSMP engaged in multiple transfers of real estate assets to third parties and
4 insiders both immediately before and immediately after the payment of the Fraudulent Retainer
5 Payment.
6

7 47. Defendant knew that KSMP, not Mattson, was the source of the Fraudulent Retainer
8 Payment. Defendant knew that the details of the Fraudulent Retainer Payment were being hidden
9 from all third parties by virtue of, among other things, the misrepresentations made to the District
10 Court by Mattson regarding the source of the payment.

11 48. Accordingly, the Fraudulent Retainer Payment should be avoided under Cal. Civ.
12 Code § 3439.04(a)(1) made applicable to this adversary proceeding by section 544(b) of the
13 Bankruptcy Code.
14

15 **THIRD CLAIM FOR RELIEF**
16 **(Avoidance of Constructive Fraudulent Transfer Under Bankruptcy Code § 548(a)(1)(B))**

17 49. Plaintiff repeats and realleges all the preceding paragraphs as thought fully set forth
18 herein.

19 50. The Fraudulent Retainer Payment was made within two years of the KSMP Petition
20 Date of November 22, 2024.

21 51. KSMP was insolvent at the time it transferred the Fraudulent Retainer Payment to
22 Defendant, and/or became insolvent as a result of the transfer and/or was engaged in a business or
23 transaction for which its remaining assets were unreasonably small capital; and/or KSMP intended
24 to incur, believed or reasonably should have believed that it would incur, debts that would be
25 beyond its ability to pay as they became due.
26
27
28

1 52. KSMP did not receive reasonably equivalent (or any) value in exchange for the
2 Fraudulent Retainer Payment. KSMP is not Defendant's client. Defendant has rendered no services
3 to KSMP. KSMP has not benefited from any services that Defendant has rendered to Mattson.
4

5 53. Defendant knew that KSMP, not Mattson, was the source of the Fraudulent Retainer
6 Payment. Defendant knew that the details of the Fraudulent Retainer Payment were being hidden
7 from all third parties by virtue of, among other things, the misrepresentations made to the District
8 Court by Mattson regarding the source of the payment.

9 54. Accordingly, the Fraudulent Retainer Payment should be avoided under section
10 548(a)(1)(B) of the Bankruptcy Code.
11

12 **FOURTH CLAIM FOR RELIEF**
13 **(Avoidance of Constructive Fraudulent Transfer Under Bankruptcy Code § 544(b)**
14 **and Applicable California Law (Cal. Civ. Code §§ 3439.04(a)(2) and 3439.05))**

15 55. Plaintiff repeats and realleges all the preceding paragraphs as thought fully set forth
16 herein.

17 56. The Fraudulent Retainer Payment was made within four years of the KSMP Petition
18 Date of November 22, 2024.

19 57. KSMP was insolvent at the time it transferred the Fraudulent Retainer Payment to
20 Defendant, and/or became insolvent as a result of the transfer and/or was engaged in a business or
21 transaction for which its remaining assets were unreasonably small capital; and/or KSMP intended
22 to incur, believed or reasonably should have believed that it would incur, debts that would be
23 beyond its ability to pay as they became due.

24 58. On and after the dates of the Fraudulent Retainer Payment, the sum of KSMP's debts
25 exceeded the fair value of its assets, and the fair value of its assets was less than the amount required
26 to pay its liabilities on existing debts as they became absolute and matured.
27
28

1 59. KSMP did not receive reasonably equivalent (or an) value in exchange for the
2 Fraudulent Retainer Payment. KSMP is not Defendant's client. Defendant has rendered no services
3 to KSMP. KSMP has not benefited from any services that Defendant has rendered to Mattson.

4 60. Defendant knew that KSMP, not Mattson, was the source of the Fraudulent Retainer
5 Payment. Defendant knew that the details of the Fraudulent Retainer Payment were being hidden
6 from all third parties by virtue of, among other things, the misrepresentations made to the District
7 Court by Mattson regarding the source of the payment.

8 61. Accordingly, the Fraudulent Retainer Payment should be avoided under Cal. Civil
9 Code §§ 3439.04(a)(1) and 3439.05 made applicable to this adversary proceeding by section 544(b)
10 of the Bankruptcy Code.

11
12
13 **FIFTH CLAIM FOR RELIEF**
14 **(Recovery of Fraudulent Retainer Payment or the Value Thereof**
15 **Under Bankruptcy Code § 550)**

16 62. Plaintiff repeats and realleges all the preceding paragraphs as though fully set forth
17 herein.

18 63. Defendant was the initial transferee of the Fraudulent Retainer Payment, who
19 received the Fraudulent Retainer Payment directly from KSMP.

20 64. The Fraudulent Retainer Payment is avoidable by KSMP pursuant to Bankruptcy
21 Code §§ 544 or 548, as alleged above.

22 65. Accordingly, Plaintiff is entitled to recover the Fraudulent Retainer Payment or the
23 value thereof from Defendant pursuant to Bankruptcy Code § 550.

24 **WHEREFORE, Plaintiff prays for judgment as follows:**

25 A. On its First through Fifth Claims, avoidance and recovery of the Fraudulent Retainer
26 Payment or the value thereof;
27
28

- 1 B. Pre-judgment interest and post-judgment interest, as provided by law;
2 C. Attorneys' fees and costs, including expert fees.
3 D. Such other relief as the Bankruptcy Court may deem just and proper.
4

5 Dated: October 21, 2025

/s/ Richard L. Wynne

Richard L. Wynne (Bar No. 120349)

richard.wynne@hoganlovells.com

Erin N. Brady (Bar No. 215038)

erin.brady@hoganlovells.com

Edward J. McNeilly (Bar No. 314588)

edward.mcneilly@hoganlovells.com

HOGAN LOVELLS US LLP

1999 Avenue of the Stars, Suite 1400

Los Angeles, California 90067

Telephone: (310) 785-4600

Facsimile: (310) 785-4601

Megan Nishikawa (Bar No. 271670)

megan.nishikawa@hoganlovells.com

Leen Bukai (Bar No. 359353)

leen.bukai@hoganlovells.com

HOGAN LOVELLS US LLP

4 Embarcadero Ctr., Ste 3500

San Francisco, CA 94111

Telephone: (415) 374-2300

Facsimile: (415) 374-2499

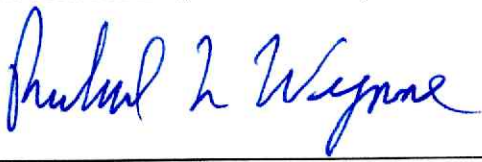
*Attorneys for Plaintiff KS Mattson
Partners, LP*

Exhibit 1

Wire Information

TRAN_ID	HAR240510095083
AMOUNT	500000
CCY	USD
VALUE_DATE	5/10/2024
DIRECTION	O
CR_ACCT_NO	0000
CR_PARTY_BIC	CINAUS6LXXX
DR_ACCT_NO	1380
DR_PARTY_BIC	
BNF_ACCT_NO	5667
BNF_NAME	RANDY SUE POLLOCK
BNF_BANK_BIC	CINAUS6LXXX
BNF_BIC	
BNF_ADDR_LINE1	
BNF_ADDR_LINE2	
BNF_BANK_NAME	City National Bank
BNF_BANK_BIC_1	CINAUS6LXXX
BNF_BANK_IDENT	122016066
BNF_BANK_IDENT_TYPE	FW
BNF_BANK_ADDR_LINE1	Los Angeles
BNF_BANK_ADDR_LINE2	CA
PAYR_ACCT_NO	1380
PAYR_NAME	KS MATTSON PARTNERS,LP
PAYR_BIC	
PAYR_ADDR_LINE1	301 BUCK AVE
PAYR_ADDR_LINE2	VACAVILLE,CA,95688 US
PAYR_ADDR_LINE3	
PAYR_BANK_NAME	
PAYR_BANK_BIC	
PAYR_BANK_ADDR_LINE1	
PAYR_BANK_ADDR_LINE2	
REMITTER_BIC	
PAYR_BANK_ADDR_LINE3	
STATUS	Completed
NETWORK	FW
END_TO_END_REF	
SENDER_REF	OLBB2024051063065049
REMIT_INFO	
PROCESSING_INSTRUCTIONS	
DT_UPDATED_TS	24-05-10 14:19:24.966000000

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)
PLAINTIFFS KS Mattson Partners, LP	DEFENDANTS Randy Sue Pollock	
ATTORNEYS (Firm Name, Address, and Telephone No.) Richard L. Wynne, Erin N. Brady, Edward J. McNeilly Hogan Lovells US LLP 1999 Avenue of the Stars Suite 1400 Los Angeles, CA 90067 Tel: 310 785 4600	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) Claims for avoidance and recovery of fraudulent conveyance (\$500,000 retainer payment paid to Kenneth Mattson's attorney from plaintiff's bank account): 1. Actual fraudulent transfer (11 U.S.C. § 548(a)(1)(A)); 2. Actual fraudulent transfer (11 U.S.C. § 544(b) and California law); 3. Constructive fraudulent transfer (11 U.S.C. § 548(a)(1)(B)); 4. Constructive fraudulent transfer (11 U.S.C. § 544(b) and California law); 5. Recovery of fraudulent retainer payment or the value thereof (11 U.S.C. § 550)		
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(1) – 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(2) – Validity, Priority or Extent of Lien ☐ 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge ☐ 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation ☐ 51-Revocation of confirmation FRBP 7001(6) – 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(6) – 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(7) – Injunctive Relief ☐ 71-Injunctive relief – imposition of stay ☐ 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest ☐ 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment ☐ 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action ☐ 01-Determination of removed claim or cause Other ☐ SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> ☐ 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 \$500,000	
Other Relief Sought Avoidance of fraudulent transfer under § 544(b)		

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR KS Mattson Partners LP		BANKRUPTCY CASE NO. 24-10715 (joint admin under 24-10545)
DISTRICT IN WHICH CASE IS PENDING Northern District of California	DIVISION OFFICE Oakland	NAME OF JUDGE Hon Charles Novack
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 10/21/2025		PRINT NAME OF ATTORNEY (OR PLAINTIFF) Richard L. Wynne

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 must 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.