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*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SANTA ROSA DIVISION

In re:

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

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**MOTION OF DEBTORS TO
APPROVE SETTLEMENT WITH
NORTHERN CALIFORNIA
COLLECTION SERVICE, INC., AND
JOHN PHAIR**

Date: November 14, 2025

Time: 11:00 a.m.

Place: (In Person or Via Zoom)

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

¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/IM>

LeFever Mattson, a California corporation (“LeFever Mattson”), and certain of its affiliates that are debtors and debtors in possession (the “Debtors”)² in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), hereby submit this Motion (the “Motion”), pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for entry of an order approving a settlement agreement and release of claims (the “Settlement Agreement”) among Debtor Home Tax Service of America, Inc. dba LeFever Mattson Property Management (“Home Tax”), Northern California Collection Service, Inc. (“NCCS”), and John Phair (collectively, the “Parties”). The key terms of the Settlement Agreement are summarized herein.

In support of this Motion, the Debtors submit the Declaration of Bradley D. Sharp (the “Sharp Declaration”), filed contemporaneously herewith. A proposed form of order granting the relief requested herein is attached hereto as **Exhibit A** (the “Proposed Order”). A copy of the Settlement Agreement is attached hereto as **Exhibit B**.

The Settlement Agreement will resolve claims against Mr. Phair arising from his lease (the “Lease”) at 2151 Salvio Street, Suite L, Concord, California (“Salvio Pacheco Square”), for \$50,000.00. Home Tax will direct its share of the settlement proceeds to the Salvio Pacheco Square Debtors (defined below), which were the owners of Salvio Pacheco Square during the pendency of the Lease and are the Debtor entities entitled to Mr. Phair’s unpaid rent obligations. As discussed further below, the Debtors believe that the Settlement Agreement is in the best interest of the Debtors, their creditors, and their estates.

MEMORANDUM OF POINTS AND AUTHORITIES

I. JURISDICTION AND VENUE

The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”). This is a core proceeding

² Unless otherwise indicated, “Debtors” as used herein excludes KSMP and Live Oak Investments, LP.

pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

II. BACKGROUND

A. The Chapter 11 Cases

As described in the *Declaration of Bradley D. Sharp in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”) [Dkt. No. 5], the Chapter 11 Cases were necessitated by, among other things, Mr. Kenneth Mattson’s purported sales of equity interests in many of the Debtors to hundreds of investors through transactions that were not recorded in the books and records of LeFever Mattson or the appropriate Debtor. Debtor Windscape Apartments, LLC, filed its chapter 11 petition on August 6, 2024. Fifty-seven Debtors, including LeFever Mattson and Home Tax, filed their chapter 11 petitions on September 12, 2024. Debtors Pinewood Condominiums, LP, and Ponderosa Pines, LP, filed their chapter 11 petitions on October 2, 2024.

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

On October 15, 2025, the Plan Proponents filed the *First Amended Joint Chapter 11 Plan of Liquidation* [Dkt. No. 2561] and the *Amended Disclosure Statement in Support of First Amended Joint Chapter 11 Plan of Liquidation* [Dkt. No. 2567] (the “Amended Disclosure Statement”). A hearing to consider the Amended Disclosure Statement is currently set for November 19, 2025.

B. Phair’s Rent Obligations and the State Court Action

Mr. Phair, doing business as E.J. Phair Brewing Company, operated his business as a tenant at Salvio Pacheco Square in Concord, California, a property that currently, and at all times during the pendency of the Lease, was owned by Debtors (i) Autumn Wood I, LP; (ii) Pinewood

1 Condominiums, LP; and (iii) Vaca Villa Apartments, LP (collectively, the “Salvio Pacheco Square
2 Debtors”) and managed by Home Tax. As of September 30, 2023, Mr. Phair had an outstanding
3 rent balance of \$283,629.38. After some effort to collect Mr. Phair’s unpaid rent obligations,
4 Home Tax assigned them to NCCS for collection purposes on October 6, 2023. A copy of the
5 collection agreement between NCCS and Home Tax for Mr. Phair’s obligations is attached as
6 Exhibit A to the Sharp Declaration (the “NCCS Agreement”).

7 NCCS filed a suit in the Superior Court of California, County of Contra Costa, against
8 Mr. Phair in December 2023 (the “State Court Action”), which Mr. Phair answered in February
9 2024. The State Court Action remains pending as *Northern California Collection Service, Inc. vs.*
10 *John Phair*, Case No. C23-03139. Mr. Phair and NCCS have engaged in discovery disputes and
11 various motion practice, and NCCS’s motion for summary judgment was recently denied. No trial
12 date or trial-setting conference is currently set.

13 C. The Settlement

14 Mr. Phair has offered to settle the claims against him for \$50,000.00. As provided for in
15 the NCCS Agreement, NCCS is entitled to receive 50% of the proceeds from a settlement with
16 Mr. Phair. Based on their discussions with NCCS, and their experience with similar collection
17 actions for unpaid rent obligations, including similar actions assigned to NCCS, the Debtors
18 believe that the Settlement Agreement represents their best opportunity to obtain a recovery on
19 Mr. Phair’s obligations.

20 III. RELIEF REQUESTED

21 The Debtors request entry of the Proposed Order approving the entry into the Settlement
22 Agreement. The key terms are summarized below:

- 23 1. Mr. Phair will pay \$50,000.00 to NCCS within twenty-five (25) days after the
24 approval of the Settlement Agreement by the Court.
- 25 2. NCCS will dismiss the State Court Action with prejudice within twenty-five (25)
26 calendar days after full receipt of the \$50,000.00.
- 27 3. Mutual releases among the Parties.

1 Separately, NCCS will pay \$25,000.00 to Home Tax, pursuant to the NCCS Agreement.
2 Home Tax will direct its share of the settlement proceeds to the Salvio Pacheco Square Debtors as
3 in proportion to their ownership of Salvio Pacheco Square during the pendency of the Lease.

4 As set forth below, the Debtors believe that the settlement contemplated by the Settlement
5 Agreement is fair and equitable and in the best interest of the Debtors, their creditors, and their
6 estates.

7 **IV. AUTHORITY FOR RELIEF REQUESTED**

8 **A. Standard for Approval of Compromise Under Bankruptcy Rule 9019**

9 Bankruptcy Rule 9019(a) provides in relevant part that “[o]n motion by the trustee and
10 after notice and a hearing, the court may approve a compromise or settlement.” Fed. R. Bankr. P.
11 9019(a). In reviewing proposed settlements, the standard that courts applied under the former
12 Bankruptcy Act also applies under the Bankruptcy Code. *See In re Carla Leather, Inc.*, 44 B.R.
13 457, 466 (Bankr. S.D.N.Y. 1984), *aff’d*, 50 B.R. 764 (S.D.N.Y. 1985). To approve a proposed
14 settlement, a court must have found that the settlement was “fair and equitable” based on an
15 “educated estimate of the complexity, expense, and likely duration of . . . litigation, the possible
16 difficulties of collecting on any judgment which might be obtained and all other factors relevant
17 to a full and fair assessment of the wisdom of the proposed compromise.” *Protective Comm. of*
18 *Indep. Stockholders of TMT Trailer Ferry v. Anderson*, 390 U.S. 414, 422 (1968); *see also In re*
19 *Carla Leather*, 44 B.R. at 466.

20 The Ninth Circuit has established the following factors to be considered in determining
21 whether to approve a settlement:

22 (a) The probability of success in the litigation; (b) the difficulties, if any, to be
23 encountered in the matter of collection; (c) the complexity of the litigation involved,
24 and the expense, inconvenience and delay necessarily attending it; (d) the
paramount interest of the creditors and a proper deference to their reasonable views
in the premises.

25 *In re Woodson*, 839 F.2d 610, 620 (9th Cir. 1988) (quoting *In re A & C Properties*, 784 F.2d 1377,
26 1381 (9th Cir. 1986)).

27 In deciding whether to approve a settlement, a court should not substitute its own judgment
28 for the judgment of a trustee or a debtor. *See In re Carla Leather*, 44 B.R. at 465. In approving a

1 settlement, the Court need not conduct an exhaustive investigation of the claims sought to be
2 compromised. *See, e.g., In re Walsh Constr., Inc.*, 669 F.2d 1325, 1328 (9th Cir. 1982). Rather,
3 it is sufficient that the Court find that the settlement was negotiated in good faith and is reasonable,
4 fair, and equitable. *See, e.g., A & C Properties*, 784 F.2d at 1381; *In re Churchfield*, 277 B.R. 769,
5 774 (Bankr. E.D. Cal. 2002). Accordingly, a settlement need only “be in the best interests of the
6 estate and ‘reasonable, given the particular circumstances of the case.’” *Goodwin v. Mickey*
7 *Thompson Entm’t Grp., Inc. (In re Mickey Thompson Entm’t Grp., Inc.)*, 292 B.R. 415, 420 (B.A.P.
8 9th Cir. 2003) (citations omitted). As a result, the Court is not required to decide the numerous
9 questions of law and facts raised by the compromise. A “mini-trial” on the merits of the underlying
10 cause of action is not required. *See In re Blair*, 538 F.2d 849, 851–52 (9th Cir. 1976); *In re Walsh*
11 *Constr.*, 669 F.2d at 1328; *Burton v. Ulrich (In re Schmitt)*, 215 B.R. 417, 423 (B.A.P. 9th Cir.
12 1997). Instead, the Court’s responsibility is only to “canvass the issues to see whether the
13 settlement ‘falls below the lower point in the range of reasonableness.’” *In re W.T. Grant Co.*, 699
14 F.2d 599, 608 (2d Cir. 1983).

15 **B. The *A & C Properties* Factors Weigh in Favor of Approving the Settlement**
16 **Agreement**

17 The four factors identified in *A & C Properties* support approval of the Settlement
18 Agreement. The Settlement Agreement—which has been negotiated in good faith at arm’s length
19 among the Parties—is reasonable, fair, equitable, and in the best interest of the Debtors’ estates.

20 **1. The Probability of Success**

21 Mr. Phair owes a debt totaling \$283,629.38 for unpaid rent through September 30, 2023
22 (which does not account for any prejudgment interest). He has not paid any rent since July 10,
23 2022, over three years ago. However, since Home Tax assigned the right to collect on the debt to
24 a third party, NCCS, the litigation is out of the Debtors’ control unless Home Tax and NCCS agree
25 to terminate the NCCS Agreement. The Settlement Agreement ensures that the Salvio Pacheco
26 Square Debtors recover \$25,000.00.
27
28

2. The Difficulties of Collection

The Debtors assigned the collection of Mr. Phair's obligations to NCCS specifically because of the difficulties of collection. Without the Settlement Agreement, the Debtors would need to continue collection actions against Mr. Phair, which would incur additional costs, including attorney's fees and collection fees. The Debtors understand from NCCS that Mr. Phair's assets are limited. The Debtors are not confident that they would be successful in further collection actions against Mr. Phair, or that the returns of further collection actions would be greater than \$25,000.00.

3. The Complexities, Expense, Inconvenience, and Delay of Further Litigation

The Debtors, along with the other Plan Proponents, are in the process of seeking confirmation of a joint plan of liquidation to resolve these Chapter 11 Cases. During this time, the Debtors are making every effort to reduce the administrative expenses in these Chapter 11 Cases. Engaging in litigation over collection of unpaid rent obligations would potentially divert the time and attention of the Debtors' management and remaining employees that would be better spent on managing the critical issues in these Chapter 11 Cases. For example, if the State Court Action proceeded through discovery and eventual trial, current or former employees of the Debtors could be compelled to sit for depositions or testify in court about a tenancy that ended three years ago. There is also a risk that the Debtors would ultimately not prevail, which would result in no recovery to the estates. Given the delay, inconvenience, and uncertainty of further litigation, the proposed compromise reflected in the Settlement Agreement will allow for the efficient, maximal recovery of Mr. Phair's obligations without continuing to pursue litigation.

4. The Settlement Agreement Serves the Interests of Creditors

The Settlement Agreement serves the interests of creditors. It allows for the settlement of Mr. Phair's obligations and a meaningful recovery to the Salvio Pacheco Square Debtors without the delay or uncertainty of further litigation or collection efforts. These amounts may ultimately be distributed to creditors pursuant to a confirmed plan.

1 **V. NOTICE**

2 Notice of this Motion will be provided to (i) the United States Trustee; (ii) the Committee;
3 (iii) all creditors and investors in the Salvio Pacheco Square Debtors; and (iv) those persons who
4 have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy
5 Rule 2002. Based on the circumstances surrounding this Motion and the nature of the relief
6 requested herein, the Debtors respectfully submit that no further notice is required.

7 No previous request for the relief sought herein has been made by the Debtors to this or
8 any other Court.

9 **WHEREFORE**, the Debtors respectfully request that the Court enter an order,
10 substantially in the form attached hereto as **Exhibit A**, and such other and further relief as the
11 Court may deem just and appropriate.

12
13 Dated: October 24, 2025

KELLER BENVENUTTI KIM LLP

14
15 By: /s/ Thomas B. Rupp

16 Thomas B. Rupp

17 Attorneys for the Debtors and
18 Debtors in Possession

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Exhibit A
(Proposed Order)

KELLER BENVENUTTI KIM LLP

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*Attorneys for the Debtors and
Debtors in Possession*

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

SANTA ROSA DIVISION

In re:

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

Debtors.

In re

KS MATTSON PARTNERS, LP,

Debtor.

Lead Case No. 24-10545 (CN)

(Jointly Administered)

Chapter 11

**[PROPOSED] ORDER APPROVING
SETTLEMENT WITH NORTHERN
CALIFORNIA COLLECTION
SERVICE, INC., AND JOHN PHAIR**

Date: November 14, 2025

Time: 11:00 a.m.

Place: (In Person or Via Zoom)

United States Bankruptcy Court

1300 Clay Street, Courtroom 215

Oakland, CA 94612

¹ The last four digits of LeFever Mattson's tax identification number are 7537. The last four digits of the tax identification number for KS Mattson Partners, LP ("KSMP") are 5060. KSMP's address for service is c/o Stapleton Group, 514 Via de la Valle, Solana Beach, CA 92075. The address for service on LeFever Mattson and all other Debtors is 6359 Auburn Blvd., Suite B, Citrus Heights, CA 9562. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/LM>.

Upon consideration of the *Motion of Debtors to Approve Settlement with Northern California Collection Service, Inc., and John Phair* (the “Motion”),² filed by the above-captioned debtors and debtors in possession (the “Debtors”)³; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334, the *Order Referring Bankruptcy Cases and Proceedings to Bankruptcy Judges*, General Order 24 (N.D. Cal.), and Rule 5011-1(a) of the Bankruptcy Local Rules for the United States District Court for the Northern District of California (the “Bankruptcy Local Rules”); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found and determined that notice of the Motion as provided to the parties listed therein is reasonable and sufficient, and it appearing that no other or further notice need be provided; and this Court having considered the relief requested in the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, shareholders, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted.
2. The terms of the Settlement Agreement are approved and Home Tax may enter into the Settlement Agreement.
3. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

**** END OF ORDER ****

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.

³ Unless otherwise indicated, “Debtors” as used herein excludes KSMP and Live Oak Investments, LP.

KELLER BENVENUTTI KIM LLP
101 MONTGOMERY STREET, SUITE 1950
SAN FRANCISCO, CALIFORNIA 94104

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Exhibit B
(Settlement Agreement)

1 ANDRE J. LeLIEVRE, SBN166974
700 Leisure Lane
2 Sacramento, CA 95815
Tele: 916.929.0130
3 alelievre@nccsinc.com
Attorney for Plaintiff Northern
4
5
6
7

8 Superior Court of California - County of Contra Costa
9 Wakefield Taylor Courthouse
10 Unlimited Civil
11

12 Northern California Collection Service, Inc.,	)	Case No.: C23-03139
13 <i>Plaintiff,</i>	)	
14 v.	)	Settlement Agreement
15 John Phair,	)	and Release of Claims
16 <i>Defendant.</i>	)	

17
18 Defendant Bongi having been dismissed, plaintiff NORTHERN CALIFORNIA
19 COLLECTION SERVICE, INC. (NORTHERN); its assignor HOME TAX SERVICE
20 OF AMERICA, INC. doing business as LEFEVER MATTSON PROPERTY
21 MANAGEMENT (LM), acting as agent for AUTUMN WOOD I, LP, PINWOODS
22 CONDOMINIUMS, LP, and VACA VILLA APARTMENTS, LP; and the remaining
23 defendant JOHN PHAIR, also known as JOHN J. PHAIR, JOHN JEFFREY PHAIR,
24 and J.J. PHAIR, and doing business as E. J. Phair Brewing Co. (PHAIR) agree to settle
25 this lawsuit as follows:

26 1. The claims underlying this lawsuit by NORTHERN, assignee for collection
27 for LM, arise from a lease of commercial property provided to PHAIR and from
28 PHAIR's default in paying rent due under that lease from February 1, 2022, through

1 October 1, 2023. Other claims underlying NORTHERN's lawsuit arise from PHAIR's
2 personal guarantee on the commercial lease. PHAIR's answer to the complaint denies
3 every allegation. At trial NORTHERN anticipates recovering judgment against PHAIR
4 for principal, prejudgment contractual interest, attorney fees by statute and motion, and
5 costs, in an amount no less than \$409,935.66. NORTHERN, LM, and PHAIR agree to
6 settle this lawsuit on the terms set forth in this Settlement Agreement and Release of
7 Claims (AGREEMENT) as follows:

8 2. NORTHERN, LM, and PHAIR understand that this signed
9 AGREEMENT must be approved by the United States Bankruptcy Court, Northern
10 District of California, Santa Rosa Division, in the matter of *In re: LEFEVER*
11 *MATTSON, a California corporation, et al.*, Case Number 24-10545 (Judge Novack),
12 otherwise the AGREEMENT shall have no force or effect and will not be binding upon
13 the signatories. If this AGREEMENT is so approved, then:

14 3. NORTHERN shall file a Notice of Conditional Settlement within fifteen
15 (15) calendar days after the Bankruptcy Court order is filed.

16 4. PHAIR shall pay NORTHERN fifty-thousand dollars (\$50,000.00) in full
17 payment of all of NORTHERN's claims for principal, interest, attorney fees, and costs.
18 This amount shall be paid in full no later than twenty-five (25) calendar days after the
19 Bankruptcy Court order approving this AGREEMENT is filed. PHAIR shall pay
20 NORTHERN by delivering a check, electronic transfer, money order, certified funds, or
21 cashier's check payable to "NCCS, Inc." and delivered to Northern California Collection
22 Service, Inc., 700 Leisure Lane, Sacramento, California 95815.

23 5. NORTHERN, LM, and PHAIR agree that in the event of default on any
24 payment provided for in this AGREEMENT, NORTHERN shall by ex parte
25 application, without further hearing or notice required, be entitled to have Judgment
26 entered in its favor for the amounts prayed for in the complaint, less credit for any
27 payments made under this AGREEMENT.

28 6. NORTHERN shall file a Request for Dismissal for the entire action with

1 prejudice within twenty-five (25) calendar days after receipt of full payment of the fifty-
2 thousand dollars (\$50,000.00).

3 7. NORTHERN, LM, and PHAIR agree to fully and forever release and
4 discharge each other, each other's respective subsidiary and affiliated companies and
5 individuals, and all of their respective owners, principals, shareholders, partners, joint
6 venturers, officers, directors, servants, employees, predecessors, heirs, successors,
7 attorneys, assigns, and insurers, from any and all claims, suits, judgments, awards,
8 warranties, guaranties, demands, obligations, liabilities, causes of action and damages of
9 any kind or nature whatsoever, whether known, suspected or unsuspected, which the
10 parties have or may have against each other which arise out of, or may in the future
11 arise out of, the disputes and controversies arising from the facts and circumstances
12 alleged in the complaint in this matter.

13 8. NORTHERN, LM, and PHAIR agree to waive any and all claims they
14 have against each other with respect to the subject matter of this agreement and the
15 underlying lawsuit, including any which are presently unknown, unsuspected,
16 unanticipated or undisclosed, and NORTHERN, LM, and PHAIR waive the provisions
17 of section 1542 of the Civil Code of California which provides "A general release does
18 not extend to claims that the creditor or releasing party does not know or suspect to exist
19 in his or her favor at the time of executing the release and that, if known by him or her,
20 would have materially affected his or her settlement with the debtor or released party."

21 9. NORTHERN, LM, and PHAIR agree the meaning of this AGREEMENT
22 has been explained to them and they fully understand and appreciate the meaning of this
23 AGREEMENT, and they have been informed of and had the opportunity to discuss the
24 matter with counsel, and they execute this AGREEMENT of their own free will.

25 10. NORTHERN, LM, and PHAIR represent and warrant that he, she, or it is
26 competent to execute this AGREEMENT on his, hers, or its own behalf, or that he, she,
27 or it is competent, and has the express authority of the person or entity on whose behalf
28 he, she, or it is signing, to execute this AGREEMENT on behalf of such other person or

1 entity.

2 11. NORTHERN, LM, and PHAIR represent, covenant, and warrant: (1)
3 except as described herein, that they have not assigned, transferred, encumbered, or
4 otherwise impaired their rights to settle the claims released by this AGREEMENT and
5 (2) that each of the Parties warrants and represents that they have standing to release
6 each of the other Parties from the respective claims that are the subject of this
7 AGREEMENT.

8 12. NORTHERN, LM, and PHAIR agree to cooperate with each other to do
9 everything necessary to accomplish the purpose and intent of this AGREEMENT.

10 13. NORTHERN has the right at all times to enforce the covenants and
11 provisions of this AGREEMENT, notwithstanding any conduct or custom on the part of
12 the NORTHERN in refraining from so doing. NORTHERN's failure to enforce its
13 rights under this AGREEMENT shall not be construed as having a custom in any way
14 or manner contrary to the terms of this AGREEMENT or as having in any way or
15 manner waived, modified, or amended the terms of this AGREEMENT.

16 14. NORTHERN, LM, and PHAIR agree, with the exception of the separately
17 signed "Stipulation re Code of Civil Procedure Section 664.6;Order," this AGREEMENT
18 contains the entire AGREEMENT of NORTHERN, LM, and PHAIR. Any promise or
19 representation made by any party or by an officer, attorney, or agent of any party, that is
20 not expressly contained in this AGREEMENT shall be not binding or valid. A waiver of
21 any provision of this AGREEMENT will not constitute a waiver of any other provision.
22 NORTHERN, LM, and PHAIR may not waive, modify, or amend any provision of this
23 AGREEMENT except by a writing that NORTHERN, LM, and PHAIR have signed.

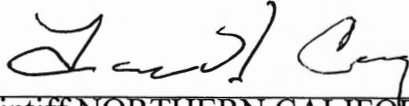
24 15. NORTHERN, LM, and PHAIR agree this AGREEMENT may be executed
25 in counterparts, and signatures appearing via email or facsimile or electronic
26 reproduction shall operate as, and have the effect of, original signatures binding the
27 NORTHERN, LM, and PHAIR to the terms of this AGREEMENT.

28 16. NORTHERN, LM, and PHAIR agree if any provision of this AGREEMENT

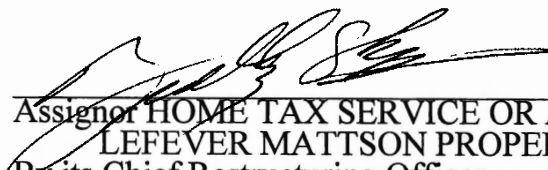
1 is held invalid or unenforceable, the remainder of the AGREEMENT shall remain in full
2 force and effect.

3 IT IS SO AGREED:

4
5 Date 9/23/25


6 Plaintiff NORTHERN CALIFORNIA COLLECTION
SERVICE, INC.
7 By its President
Lawrence H. Cassidy

8
9 Date 9/29/2025


10 Assignor HOME TAX SERVICE OR AMERICA, INC. dba
LEFEVER MATTSON PROPERTY MANAGEMENT
11 By its Chief Restructuring Officer
Bradley D. Sharp

12
13 Date _____

14 Defendant JOHN PHAIR, also known as JOHN J. PHAIR,
JOHN JEFFREY PHAIR, and J. J. PHAIR, and dba
15 E. J. Phair Brewing Co.

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1 is held invalid or unenforceable, the remainder of the AGREEMENT shall remain in full
2 force and effect.

3 IT IS SO AGREED:

4
5 Date

9/23/25

6 
Plaintiff NORTHERN CALIFORNIA COLLECTION
SERVICE, INC.

7 By its President
Lawrence H. Cassidy

8
9 Date

10 Assignor HOME TAX SERVICE OF AMERICA, INC. dba
LEFEVER MATTSON PROPERTY MANAGEMENT

11 By its Chief Restructuring Officer
Bradley D. Sharp

12
13 Date

9/30/25

14 
Defendant JOHN PHAIR, also known as JOHN J. PHAIR,
JOHN JEFFREY PHAIR, and J. J. PHAIR, and dba
E. J. Phair Brewing Co.