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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.

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

(Jointly Administered)

Chapter 11

**DECLARATION OF BRADLEY D.
SHARP IN SUPPORT OF MOTION OF
DEBTORS TO APPROVE SETTLEMENT
AGREEMENT WITH NORTHERN
CALIFORNIA COLLECTION SERVICE,
INC., AND JOHN PHAIR**

In re

KS MATTSON PARTNERS, LP,

Debtor.

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>

1 I, Bradley D. Sharp, hereby declare as follows:

2 1. I am the President and Chief Executive Officer of Development Specialists, Inc.
3 (“DSI”), a leading provider of management consulting and financial advisory services, including
4 turnaround consulting, fiduciary roles, and financial restructuring services, with numerous offices
5 throughout the country.

6 2. I submit this declaration pursuant to 28 U.S.C. § 1746 in support of the *Motion of*
7 *Debtors to Approve Settlement Agreement with Northern California Collection Service, Inc. and*
8 *John Phair* (the “Motion”).²

9 3. Except as otherwise indicated, all facts set forth in this declaration are based upon
10 my personal knowledge, information supplied to me by other members of the Debtors’³
11 management, employees, and professionals, or learned from my review of relevant documents or
12 upon my opinion based upon my experience and knowledge of the Debtors’ operations and
13 financial condition. If called upon to testify, I could and would testify competently to the facts set
14 forth herein. I am authorized by the Debtors to submit this declaration.

15 4. Based on my discussions with the Debtors’ employees, I am informed and believe
16 that Mr. Phair operated his business, E.J. Phair Brewing Company, as a tenant at Salvio Pacheco
17 Square in Concord, California, a property that during the pendency of the Lease was owned by the
18 Salvio Pacheco Square Debtors and managed by Home Tax.

19 5. Based on my discussions with the Debtors’ employees and my review of certain of
20 the Debtors’ records, I am informed and believe that, as of September 30, 2023, Mr. Phair had an
21 outstanding rent balance of \$283,629.38, and, after some effort to collect Mr. Phair’s rent
22 obligations, Home Tax assigned them to NCCS for collection purposes on October 6, 2023.

23 6. A copy of the collection agreement between NCCS and Home Tax for Mr. Phair’s
24 obligations is attached hereto as Exhibit A (the “NCCS Agreement”).

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26 ² Capitalized terms used but not defined herein have the meanings given to them in the
27 Motion.

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

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Exhibit A
(NCCS Agreement)

WORLD-WIDE COMMERCIAL COLLECTION SERVICE

275349 *UAC*

Commercial Listing Agreement

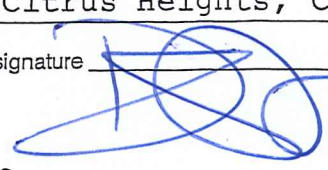
The following account is hereby assigned to Northern California Collection Service, Inc., hereafter called Agency, for collection only. Any negotiable instrument received by them in payment of this account may be endorsed accordingly. The normal commercial rate is to be charged by the Agency upon any claims collected, settled with approval, paid direct, or withdrawn during the process of collection. Commissions are due once an account has been assigned whether it is paid to the agency or creditor. Payments made direct to us will be promptly reported to the Agency. Any amount collected over and above the principal amount of the account will be retained by Agency. Monies collected will first be applied to court costs/atty fees incurred by the agency. Adjustment or settlement of any claim is subject to our approval. These terms do not include the cost of defending Cross Complaints, nor are we liable for payment of defense verdicts or Judgements. Special pleadings will be charged on a case by case basis. If there is a bankruptcy petition filed after collection and a trustee alleges a preferential payment, we will not be liable to return any part of our fees or costs. We will not be obligated to file suit on all claims and will not be liable for claims becoming barred by the Statute of Limitations or for the renewal of judgements. If merchandise is returned to the creditor, the agency will receive 1/2 its regular fee on the value of the merchandise. If the claim must be referred out of state, the fee will be increased by 10%. Any Trust Fund remittance check not cashed in 90 days from mailing will be returned to our General Acct. It will be re-issued upon request. ALL CLAIMS HEREAFTER ASSIGNED ARE SUBJECT TO THE SAME TERMS UNLESS OTHERWISE AGREED.

DEBTOR

Business Name John Phair Indv. ☒ Partnership ☐ Corp. ☐
Owner, Partner(s), Officer(s) _____ Is business active? *not this location*
Address 2151 Salvio St, Suite L
City Concord State CA Zip 94520 Telephone No. 925-595-1687
BALANCE DUE: \$ 283,629.38 Date of Last Charge 9/11/2023 Date of Last Payment 7/10/2022
Bank / Address & Account Number of Debtor's Checking Acct. _____
REMARKS Tenant Skipped but rent responsible through 9/30/2023.

PLEASE ATTACH THE FOLLOWING: 1. Credit Application / Guarantee / Note / Contract / Insurance Application
2. Copy of Last Statement
3. Credit Report or Financial Statement
4. Original N.S.F. Check
5. Audit
6. Attorney's Fee Agreement - Do Not Send Arbitration Notice Until Requested.
(These help us collect more money for you)

FOR A VALUABLE CONSIDERATION I HEREBY ASSIGN TO THE AGENCY MY ACCOUNT AGAINST THE ABOVE DEBTOR.

Firm Name _____ % LeFever Mattson Property Mgmt Date 10/06/2023
Contact Dena Pratt Title Property Manager e-mail dpratt@lefma.com
Phone (916) 723-5111 Ext 113 FAX # () _____
Address 6359 Auburn Blvd Ste "B" City Citrus Heights, Ca Zip 95621
Indiv. ☐ Partnership ☐ Corp. ☐ Creditor's signature 
Computer Code # LEF111
Salesman Larry Cassidy

COMMERCIAL FEES

2/23/2022

25% Without Suit

35% With Suit

An additional 10% will be charged on accounts that must be forwarded.

Special Lower Rates Quoted On Accounts over \$50,000.

Client Is To Advance Court Costs If Suit Is Filed.

A COMMERCIAL CLAIM IS AN OBLIGATION TO PAY FOR GOODS SOLD OR LEASED, SERVICES RENDERED, OR MONIES LOANED FOR US IN THE CONDUCT OF A BUSINESS OR PROFESSION, AND ARE NOT TO BE USED FOR PERSONAL CONSUMPTION.