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Attorneys for Debtor and Debtor in Possession

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.

STIPULATION TO APPOINT A MEDIATOR
 [No hearing requested]

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>.



1 KS Mattson Partners, LP (“Debtor KSMP”), as debtor and debtor in possession in the
2 above-captioned chapter 11 cases (the “Chapter 11 Case”) and Mark and Rebecca Nielsen (the
3 “Nielsens” and, together with Debtor KSMP, the “Parties”) hereby enter into this stipulation (this
4 “Stipulation”) to appoint Lee R. Bogdanoff to serve as mediator (the “Mediator”) in the proposed
5 mediation between the Parties (the “Mediation”) on the terms set forth below.

6 **RECITALS**

7 A. **WHEREAS** on July 2, 2024 the Nielsens filed the *Verified Complaint for Partition*
8 *of Real Property by Sale and Breach of Contract* in the Superior Court of the State of California
9 County of Alameda (Case No. 24CV092453) (the “Alameda Action”).

10 B. **WHEREAS** on November 22, 2024, Debtor KSMP became subject to an
11 involuntary petition for relief under chapter 11 of the Bankruptcy Code. On June 9, 2025 (the
12 “Relief Date”), the Court entered the *Stipulated Order for Relief in an Involuntary Case* (Docket
13 No. 131) and appointed Robbin L. Itkin as the Responsible Individual in this case, with effect from
14 June 16, 2025 (the “Itkin Approval Order”) (Docket No. 172). Among other things, the Itkin
15 Approval Order authorizes Ms. Itkin, on behalf of the estate and at its expense, to retain
16 professionals and other individuals deemed necessary or advisable to assist her in carrying out her
17 duties. See Itkin Approval Order ¶ 4.

18 C. **WHEREAS**, in the Alameda Action, the Nielsens assert a 25% co-ownership
19 interest in certain real property located at 415 Pacific Avenue, Piedmont, CA 94611 (“415 Pacific”),
20 pursuant to an alleged oral amendment to an alleged previously existing written co-ownership
21 agreement pertaining to a different property, which the Nielsens assert was then further
22 memorialized in a writing signed by Debtor KSMP.

23 D. **WHEREAS** Debtor KSMP disputes the Nielsens’ asserted co-ownership interest in
24 415 Pacific (the “Mediation Matter”).

25 E. **WHEREAS** the Alameda Action was stayed by commencement of this Chapter 11
26 Case.

27 F. **WHEREAS** the Parties desire to mediate the Mediation Matter, and have selected
28 the Mediator to mediate the Mediation Matter. The Parties are confident that the Mediator has skills

1 and experience that will be invaluable in resolving their disputes.

2 G. **WHEREAS** the Mediator brings wide experience in both federal and state courts.
3 Before joining JAMS, he served as a superior court judge in Los Angeles County, handling estate,
4 trust, conservatorship, guardianship, and related civil matters; presiding over numerous trials and
5 issuing statements of decisions and rulings that were widely circulated among judicial officers and
6 the bar; and serving as a settlement judge. Before serving as a judicial officer, Judge Bogdanoff
7 spent over 30 years as a leader in the areas of bankruptcy, reorganization, and commercial disputes,
8 working on many of the largest and most complex cases at the time, including representing the
9 Enron, Washington Mutual, and IndyMac estates in groundbreaking commercial litigation. His
10 experience involves an array of industries, including agribusiness, construction, energy,
11 entertainment, gaming, health care, manufacturing, real estate, telecommunications and technology

12 **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE**
13 **INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, PARTIES STIPULATE**
14 **AS FOLLOWS:**

15 1. This Stipulation shall be effective upon approval by this Court (such date, the
16 “Effective Date”).

17 2. The Parties shall engage in a one-day mediation to mediate the Mediation Matter.

18 3. The Mediator shall serve as Mediator to conduct the Mediation Matter.

19 4. The Parties shall meet and confer with the Mediator to establish procedures and
20 timing for the Mediation. The Mediator shall be authorized to schedule mediation sessions as
21 necessary.

22 5. The Parties shall attend and participate in the mediated sessions with at least one
23 principal or other individual with authority available to make decisions binding upon such Party
24 (such individual may include attorneys and other advisors to each Party, at such Party’s sole
25 discretion). The Mediation shall be held based upon the availability of the Mediator and the Parties.
26 Any in-person, video, or audio conference mediation session (each, a “Mediation Session”) may
27 include individual Parties, sub-groups of Parties, or all Parties in the Mediator’s discretion, and the
28 Mediator is authorized to meet with any Party on an *ex parte* basis. as he sees fit, establish rules of
the Mediation, and consider and take appropriate action with respect to any matters the Mediator

1 deems appropriate in order to conduct the Mediation.

2 6. The Parties shall enter into a mediation engagement agreement with the Mediator.
3 The Mediator shall be entitled to compensation for the Mediator's services, as well as
4 reimbursement for reasonable costs (which are expected to be \$0, as the Mediation will be
5 conducted by video-conference) (collectively, the "Mediation Costs").

6 7. The Parties will split the Mediation Costs, with one half to be paid by each of (1)
7 Debtor KSMP and (2) the Nielsens. The total Mediation Costs paid by Debtor KSMP's estate is
8 expected not to exceed \$5,000 in the aggregate. A copy of the mediation fee schedule is attached
9 hereto as Exhibit 1.

10 8. Nothing herein shall be construed as a waiver of any Parties' rights, claims or
11 defenses.

12 9. Entry into this Stipulation shall not be construed as an admission by any Party of
13 liability regarding any claim or cause of action arising from or in relation to the Mediation Matters
14 or any other matter.

15 10. Notwithstanding the applicability of any Bankruptcy Rule to the contrary, the terms
16 and provisions of this Stipulation shall immediately be effective and enforceable upon the Effective
17 Date.

18 11. Each person who executes this Stipulation by or on behalf of each respective Party
19 warrants and represents that he or she is duly authorized and empowered to execute and deliver this
20 Stipulation on behalf of such Party.

21 12. This Stipulation shall be binding on and inure to the benefit of the Parties and their
22 respective heirs, executors, administrators, successors, and permitted assigns.

23 13. Neither this Stipulation nor any right or interest hereunder may be assigned in whole
24 or in part by either of the Parties without the prior consent of the other Party.

25 14. The Court shall retain jurisdiction to resolve any and all disputes related to this
26 Stipulation. Each of the Parties irrevocably consents for all purposes of this Stipulation to the
27 jurisdiction of the Court and agrees that venue is proper in the Court.

28 **IN WITNESS WHEREOF**, and in agreement herewith, the Parties have executed and

1 delivered this Stipulation as of the date first set forth below.

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3 DATED: October 24, 2025

/s/ Edward J. McNeilly
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12 *Possession*

13
14 -and-

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Exhibit 1
Mediation Fee Schedule



Mediation Fee Schedule

Hon. Lee Bogdanoff (Ret.)

PROFESSIONAL FEES

Daily Rate\$9,000

Includes up to 8 hours of session time on the scheduled day and up to 2 hours of reading and research time.

- Other professional time (including additional hearing time, pre- and post-hearing reading and research, and conference calls) will be billed at \$900 per hour. This may include travel time.

Half Day Rate\$6,000

Includes up to 4 hours of session time on the scheduled day and up to 1 hours of reading and research time.

CASE MANAGEMENT FEE

- The Case Management Fee includes access to an exclusive nationwide panel of judges, attorneys, and other ADR experts, dedicated services including all administration through the duration of the case, document handling, and use of JAMS conference facilities including after hours and on-site business support. Weekends and holidays are subject to additional charges.
- The Case Management Fee is reassessed on cases that continue beyond originally scheduled professional time.

Mediations

Initial non-refundable Case Management Fee of \$500 Per Party, applies to first 10 hours of professional time

Time in excess of **initial 10 hours**.....13% of Professional Fees

Discovery, Court Appointed Neutral (Reference/Special Master), Appraisal, and Binding Mediation

See Neutral's individual general fee schedule

Neutral Analysis Matters

Contact JAMS for administrative and pricing details.

CANCELLATION/CONTINUANCE POLICY

Number of Days	Cancellation/Continuance Period	Fee
1 day or less	14 days or more prior to session	100% REFUNDABLE, except for time incurred
2 to 4 days	30 days or more prior to session	100% REFUNDABLE, except for time incurred
5 days or more	45 days or more prior to session	100% REFUNDABLE, except for time incurred
Sessions of any length	Inside the cancellation/continuance period	NON-REFUNDABLE

- Unused session time is non-refundable.
- Hearing fees, including all applicable Case Management Fees, are non-refundable if time scheduled (or a portion thereof) is cancelled or continued after the cancellation date unless the Neutral's time can be rescheduled with a hearing in another matter. The cancellation policy exists because time reserved and later cancelled generally cannot be replaced. In all cases involving non-refundable time, the party causing the continuance or cancellation is responsible for the fees of all parties.
- A retainer for anticipated preparation and follow-up time is billed to the parties. Any unused portion is refunded.
- Refund Policy: Payments received from a single source will be issued back to that payer but mailed to the JAMS billing contact. Payments received from multiple sources will be issued and mailed to the JAMS billing contact only. Returned refunds will incur a \$100 reprocessing fee.
- All fees are due and payable by the due date stated in the confirmation letter. Payment must be received in advance of services rendered. JAMS reserves the right to cancel your session if fees are not paid by all parties by the applicable cancellation date and JAMS confirms the cancellation in writing.
- JAMS panelists may use a law clerk depending on the complexity of the case. The parties will be informed of the engagement if the neutral plans to employ a clerk. The clerk's hourly rate will be billed to the parties subject to the agreed fee split and in accordance with JAMS' policies.

JAMS agreement to render services is with the attorney, the party, and/or other representatives of the party.

[JAMS Locations](#)

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