David Coats (SBN 295684)
dacoats@raslg.com
Robertson, Anschutz, Schneid & Crane LLP
1 Park Plaza, Suite 600
Irvine, CA 92614
Telephone: (470) 321-7112

Attorneys for Creditor
Wells Fargo Bank, National Association, as Trustee for Structured Asset Mortgage Investments II Inc., GreenPoint Mortgage Funding Trust 2006-AR3, Mortgage Pass-Through Certificates, Series 2006-AR3

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA – SANTA ROSA DIVISION

In re LeFever Mattson, a California corporation, Debtor,	Case No. 24-10545 Chapter 11 **OBJECTION TO CONFIRMATION OF DEBTOR'S THIRD AMENDED CHAPTER 13 PLAN OF REORGANIZATION** **SUBJECT PROPERTY:** 5601 AND 5603 ORANGE AVE SACRAMENTO California 95823 **CONFIRMATION HEARING :** DATE: April 14, 2026 TIME: 10:00 AM PLACE: Oakland Room 215 - Novack **The Honorable Judge Charles Novack**

Wells Fargo Bank, National Association, as Trustee for Structured Asset Mortgage Investments II Inc., GreenPoint Mortgage Funding Trust 2006-AR3, Mortgage Pass-Through Certificates, Series 2006-AR3 (collectively the "Creditor"), secured creditor of the above-entitled Debtor, LeFever Mattson, a California corporation ("Debtor"), hereby objects to confirmation of the Third Amended Chapter 11 Plan of Reorganization [ECF No. 3108] filed by the Debtor's in the above-referenced matter. The basis of the objection is stated below: [1]

[1] This objection shall not constitute a waiver of the within party's right to receive service pursuant to Fed. R. Civ. P. 4, made applicable to this proceeding by Fed. R. Bankr. P. 7004, notwithstanding Robertson, Anschutz, & Schneid's participation in this proceeding. Moreover, the within party does not authorize Robertson, Anschutz, & Schneid, either

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I. STATEMENT OF FACTS[2]

On or about December 18, 2005, The Debtor, executed a promissory note in the original principal sum of $336,000.00 (the "Note") which was made payable to GreenPoint Mortgage Funding , Inc., ("Lender"). The Note was and remains secured by a recorded deed of trust (the "Deed of Trust") encumbering the real property located at 5601 and 5603 Orange Ave, Sacramento, CA 95823 (the "Subject Property"). Subsequently, Lender's beneficial interest under the Deed of Trust was transferred to Creditor.

On September 21, 2024, Debtor filed the instant Chapter 13 bankruptcy petition in the United States Bankruptcy Court for the Northern District of California – Santa Rosa Division and was assigned case number 24-10545.

Creditor had file its proof of claim on November 21, 2025 under claim (4-1) in associated case Valley Oak Investments, LP (1:24-bk-10535).

On December 11, 2025, Debtors filed their Third Amended Disclosure Statement In Support Of Third Amended Joint Chapter 11 Plan Of Liquidation ("Plan"). Creditor now objects to confirmation thereof.

II. ARGUMENT

A. The Plan Does Not Include a Provision for Payment of Postpetition Escrow Advances incurred by Creditor.

The Plan does not provide for reimbursing Creditor for postpetition escrow advances incurred for the benefit of the estate. Such advances qualify as administrative expenses and Creditor requests any arrearage to be cured as a balloon payment at the end of the loan.

The Plan Does Not Include a Provision for Maintenance of Property Insurance and Taxes.

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expressly or impliedly through Robertson, Anschutz, & Schneid's participation in this proceeding, to act as its agent for purposes of service under Fed. R. Bankr. P. 7004.

[2] Pursuant to Rules 201(b) and 201(d) of the Federal Rules of Evidence, which are made applicable to this proceeding by Rule 9017 of Federal Rules of Bankruptcy Procedure, Creditor requests that the Court take judicial notice of the sworn bankruptcy schedules and other relevant documents filed in the instant case.

The Plan fails to provide for maintenance of property insurance and timely payment of property taxes. The Plan should specify whether Debtor intends to maintain property insurance and tax payments directly or through establishment of an escrow account with Creditor.

B. <u>The Plan Does Not Include a Provision for How Creditor May Enforce Debtor's Obligations in the Event of Default.</u>

The Plan does not provide for how Creditor may enforce Debtor's obligations in the event Debtor default on any plan provisions. Creditor requests that upon default, Creditor may provide Debtor with a notice of default, and if Debtor fails to cure the default within ten days, that relief from stay be granted for Creditor to proceed to exercise its State rights per the terms of the original Note and Deed of Trust. Creditor further requests that Debtor be entitled to a maximum of two (2) notices of default. If Debtor defaults on the plan terms a third time, Creditor requests that Creditor be permitted to file a declaration to that effect and an order granting relief from stay with no further notice to Debtor.

C. <u>Secured Creditor Reserves the Right to Supplement This Objection.</u>

Secured Creditor reserves the right to amend and/or supplement this Objection, in response to any additional filings by the Debtor.

WHEREFORE, Secured Creditor respectfully requests:

1. That confirmation of the Plan be denied;

2. For such other and further relief as this court deems just and proper.

Respectfully submitted,

ROBERTSON, ANSCHUTZ, SCHNEID, CRANE & PARTNERS, PLLC.

Dated: April 2, 2026

/s/ David Coats
David Coats

CA Bar Number 295684
Email: dacoats@raslg.com
Attorney for Creditor Wells Fargo Bank, National Association, as Trustee for Structured Asset Mortgage Investments II Inc., GreenPoint Mortgage Funding Trust 2006-AR3, Mortgage Pass-Through Certificates, Series 2006-AR3

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UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA – SANTA ROSA DIVISION

In re LeFever Mattson, a California corporation, Debtor.	Case No. 24-10545 Chapter 11 **CERTIFICATE OF SERVICE**

I, David Coats, hereby declare as follows:

I am an active member of the State Bar of California and I am not a party to the above-captioned case; my business address is 1 Park Plaza, Suite 600, Irvine, CA 92614

On April 2, 2026, I caused copies of the following document(s) to be served:

1. **OBJECTION TO CONFIRMATION OF DEBTOR'S THIRD AMENDED CHAPTER 13 PLAN OF REORGANIZATION**

in the following manner on the parties listed below:

- **BY FIRST CLASS MAIL**: Pursuant to Federal Rule of Bankruptcy Procedure 7004(b), I enclosed said document(s) in a sealed envelope addressed to the persons at the address(es) listed below, placed first class postage fully prepaid thereon, and deposited said envelope in a United States mailbox.

DEBTOR
LeFever Mattson, a California corporation
6359 Auburn Blvd.
Suite B
Citrus Heights, CA 95621

- **BY ELECTROIC SERVICE (ECF):**

TRUSTEE
Not Assigned – SR

US TRUSTEE
Office of the U.S. Trustee/SR

DEBTOR'S COUNSEL
Gabrielle L. Albert
M. Tyler Davis
Alice Giang
Tobias S. Keller
Dara Levinson Silveira
Jay Minga
Thomas B. Rupp

RESPONSIBLE IND
Bradley D. Sharp, President & CEO
Robbin S. Itkin

CREDITOR COMMITTEE
Official Committee of Unsecured Creditors, Official Committee of Unsecured Creditors

CREDITOR COMMITTEE
Pachulski Stang Ziehl & Jones LLP
One Sansome Street
34th Floor, Suite 3430
San Francisco, CA 94104-4436

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Executed on this 2nd day of April 2026.

/s/David Coats
David Coats

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