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U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
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*(Proposed) Counsel to the Official Committee of Unsecured Creditors*

**The following constitutes the order of the Court.**
**Signed: August 26, 2026**

**William J. Lafferty, III**
**U.S. Bankruptcy Judge**

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

| | |
|---|---|
| In re:<br><br>Pacific Capital Funding Group Inc.,<br><br>Debtor<br><br>In re:<br><br>Pacific Capital Funding Group Inc.<br>Pacific Private Money Group LLC<br>Private Money Management Group LLC<br>Pacific Mortgage Capital, LLC<br>Pacific Note Fund Management Group LLC<br>Pacific Private Money, Inc.<br>Pacific Private Money Partners LLC<br>Arrival Home Loans LLC<br>Pacific Private Money Fund 1 LLC<br>Pacific Southwest Note Fund LLC<br>Pacific Freedom Fund LLC<br>Pacific Opportunity Fund LLC<br>Arrival Fund I, LLC<br><br>Affects:<br><br>☐ Pacific Capital Funding Group Inc.<br><br>☐ Pacific Private Money Group LLC<br><br>☐ Private Money Management Group LLC<br><br>☐ Pacific Mortgage Capital, LLC | Case No. 26-30538<br><br>Chapter 11<br><br>Jointly Administered with:<br><br>Case No. 26-30538 (WJL)<br>Case No. 26-30535 (WJL)<br>Case No. 26-30544 (WJL)<br>Case No. 26-30539 (WJL)<br>Case No. 26-30540 (WJL)<br>Case No. 26-30533 (WJL)<br>Case No. 26-30536 (WJL)<br>Case No. 26-30543 (WJL)<br>Case No. 26-30534 (WJL)<br>Case No. 26-30541 (WJL)<br>Case No. 26-30532 (WJL)<br>Case No. 26-30537 (WJL)<br>Case No. 26-30542 (WJL)<br><br>**ORDER AUTHORIZING EMPLOYMENT OF PWC US BUSINESS ADVISORY LLP AS FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS EFFECTIVE AS OF JULY 20, 2026** |





Case: 26-30538 Doc# 124 Filed: 08/26/26 Entered: 08/26 26305382608260000000000003

☐ Pacific Note Fund Management Group LLC
☐ Pacific Private Money, Inc.
☐ Pacific Private Money Partners LLC
☐ Arrival Home Loans LLC
☐ Pacific Private Money Fund 1 LLC
☐ Pacific Southwest Note Fund LLC
☐ Pacific Freedom Fund LLC
☐ Pacific Opportunity Fund LLC
☐ Arrival Fund I, LLC
☒ All Debtors

Upon the application (the "**Application**")[1] of the Official Committee of Unsecured Creditors (the "**Committee**") of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (the "**Order**"), authorizing the Committee to employ and retain PwC US Business Advisory LLP ("**PwC BA**") as financial advisor, effective as of July 20, 2026, pursuant to the terms and conditions set forth in the Engagement Letter, all as more fully set forth in the Application; and upon the Fleming Declaration; and this Court having jurisdiction over 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 the Bankruptcy Local Rules; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Committee's notice of the Application having been given; and it appearing that no other notice need be given; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief

[1] All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.


Case: 26-30538 Doc# 124 Filed: 08/26/26 Entered: 08/26/26 15:00:07 Page 2 of 5

granted herein; 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 Application is approved as set forth herein.

2. The Committee is authorized pursuant to sections 328 and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-1 to employ and retain PwC BA effective as of July 20, 2026, the Retention Date, as its financial advisor on the terms and conditions set forth in the Engagement Letter, as may be modified by this Order.

3. The terms and conditions of PwC BA's employment, as provided in the Engagement Letter, are reasonable and are hereby approved as set forth herein. Further, the Fee and Expense Structure, as set forth in the Engagement Letter, is approved and PwC BA shall be compensated and reimbursed in accordance with the terms of the Engagement Letter, subject to Court approval and modification by this Order, and pursuant to section 328(a) of the Bankruptcy Code.

4. PwC BA's fees for services are based on PwC BA's standard rates, plus reasonable and necessary expenses, as set forth in the Application, the Fleming Declaration, and the Engagement Letter. PwC BA shall file applications for allowance of its compensation and reimbursement of its expense with respect to the Professional Services rendered in these chapter 11 cases with this Court in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and any applicable orders of this Court.

5. PwC BA shall comply with all requirements of Bankruptcy Rule 2016(a) and Local Rule 2016-2.

6. To the extent there is any inconsistency between the terms of the Engagement Letter, the Fleming Declaration, the Application, and this Order, the terms of this Order shall govern.

7. The Debtors shall be bound by the Indemnification Provisions pursuant to the Engagement Letter and, during the pendency of these chapter 11 cases, subject to the following conditions:

a. No Indemnified Party (as defined in the Application) shall be entitled to indemnification, contribution or reimbursement pursuant to the Engagement Letter, unless such services and the indemnification, contribution or reimbursement therefore

are approved by this Court.

b. The Debtors shall have no obligation to indemnify PwC BA, or provide contribution or reimbursement to PwC BA, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from PwC BA's gross negligence, or willful misconduct; (ii) for a contractual dispute in which Debtors allege breach of PwC BA's contractual obligations, unless this Court determines that indemnification, contribution or reimbursement would be permissible pursuant to applicable law; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c ) hereof to be a claim or expense for which PwC BA should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter, as modified by the Order.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, PwC BA believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by the Order) and Application, including without limitation the advancement of defense costs, PwC BA must file an application therefor in this Court, and the Debtors may not pay any such amounts to PwC BA before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by PwC BA for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify PwC BA, or make contributions or reimbursements to, PwC BA. All parties in interest shall retain the right to object to any demand by PwC BA for indemnification, contribution or reimbursement.

8. The Committee and PwC BA are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order during the chapter 11 cases.

*** END OF ORDER ***

COURT SERVICE LIST

All parties on ECF.





Case: 26-30538 Doc# 124 Filed: 08/26/26 Entered: 08/26/26 15:00:07 Page 5 of 5