JEFFER MANGELS & MITCHELL LLP
BENNETT G. YOUNG (Bar No. 106504)
byoung@jeffer.com
CHRISTOPHER K. WHANG (Bar No. 316916)
cwhang@jeffer.com
333 Bush Street, 11th Floor
San Francisco, California 94104-2872
Telephone: (415) 398-8080
Facsimile: (415) 398-5584

Attorneys for Debtors and Debtors-in-Possession

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

In re:	Case No. 26-30538
Pacific Capital Funding Group Inc.,	Chapter 11
Debtor.	
In re:	Jointly Administered with:
Pacific Capital Funding Group Inc.	Case No. 26-30538 (WJL)
Pacific Private Money Group LLC	Case No. 26-30535 (WJL)
Private Money Management Group LLC	Case No. 26-30544 (WJL)
Pacific Mortgage Capital, LLC	Case No. 26-30539 (WJL)
Pacific Note Fund Management Group LLC	Case No. 26-30540 (WJL)
Pacific Private Money, Inc.	Case No. 26-30533 (WJL)
Pacific Private Money Partners LLC	Case No. 26-30536 (WJL)
Arrival Home Loans LLC	Case No. 26-30543 (WJL)
Pacific Private Money Fund 1 LLC	Case No. 26-30534 (WJL)
Pacific Southwest Note Fund LLC	Case No. 26-30541 (WJL)
Pacific Freedom Fund LLC	Case No. 26-30532 (WJL)
Pacific Opportunity Fund LLC	Case No. 26-30537 (WJL)
Arrival Fund I, LLC	Case No. 26-30542 (WJL)
Affects:	
☐ Pacific Capital Funding Group Inc.	
☐ Pacific Private Money Group LLC	
☐ Private Money Management Group LLC	
☐ Pacific Mortgage Capital, LLC	
☐ Pacific Note Fund Management Group LLC	
☐ Pacific Private Money, Inc.	
☐ Pacific Private Money Partners LLC	

JMM Jeffer Mangels & Mitchell LLP

☐ 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

Pacific Private Money Inc.,

Plaintiff,

v.

Domingo Pierantoni, individual, Jennifer Vera Pierantoni, individual, and All Other Occupants,

Defendants.

Adversary No.:

COMPLAINT FOR:

(1) TURNOVER OF ACCESS;

(2) TURNOVER OF POSSESSION;

(3) VIOLATION OF AUTOMATIC STAY; AND

(4) DECLARATORY RELIEF

JMM | Jeffer Mangels & Mitchell LLP

Plaintiff Pacific Private Money, Inc., debtor and debtor in possession ("PPMI" or "Plaintiff") in the above-captioned jointly administered Chapter 11 cases, on behalf of its bankruptcy estate (the "Estate"), alleges as follows:

JURISDICTION AND VENUE

1. The district courts are authorized to refer all cases within the jurisdiction granted by 28 U.S.C. Section 1334(a) and (b) to the bankruptcy courts of the district. 28 U.S.C. § 157(a). The District Court in this district has made such a general referral, including with respect to this action. Gen'l Order No. 24, § 1.01, N.D. Cal. (as amended May 20, 1985).

2. This United States Bankruptcy Court for the Northern District of California, Oakland Division ("Bankruptcy Court") has exclusive jurisdiction over this adversary proceeding pursuant to 28 U.S.C. Section 1334(e)(1) as this adversary proceeding involves possession of property of the bankruptcy estate. In addition, the Bankruptcy Court has jurisdiction over this adversary proceeding pursuant to 28 U.S.C. Section 1334(b) in that this adversary proceeding arises in or relates to a case under title 11.

3. This adversary proceeding is a core proceeding as that term is defined in 28 U.S.C. Section 157(b)(2), including without limitation Section 157(b)(2)(A) ("matters concerning the administration of the estate"), Section 157(b)(2)(E) ("orders to turn over property of the estate"), and Section 157(b)(2)(O) ("other proceedings affecting the liquidation of the assets of the estate or the adjustment of the debtor-creditor or the equity security holder relationship, except personal injury tort or wrongful death claims").

4. Pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Plaintiff states that this adversary proceeding is a core proceeding. If any of the claims asserted in this adversary proceeding is determined to be non-core, Plaintiff consents to the entry of final orders or judgment by the Bankruptcy Court.

5. Venue for this adversary proceeding is proper in this Court pursuant to 28 U.S.C. Section 1409(a).

6. The statutory predicates for the relief sought herein are 11 U.S.C. Sections 105(a), 362, 541, 542, and 1107(a), 28 U.S.C. Section 2201, and Bankruptcy Rules 7001 and 7065. This

JMM | Jeffer Mangels & Mitchell LLP

adversary proceeding is brought pursuant to Bankruptcy Rule 7001 as a proceeding to recover money or property, to obtain an injunction or other equitable relief, and to obtain a declaratory judgment relating to the foregoing.

BACKGROUND AND PARTIES

7. On June 16, 2026 (the "Petition Date"), PPMI and its affiliated debtors (collectively, the "Debtors") each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Section 101, et seq. (the "Bankruptcy Code"). The Debtors' cases are jointly administered under lead Case No. 26-30538 (WJL).

8. No trustee has been appointed in PPMI's case. PPMI continues to operate its business and manage its property as a debtor in possession pursuant to Bankruptcy Code Sections 1107(a) and 1108.

9. Bankruptcy Code Section 1107(a) provides:

> Subject to any limitations on a trustee serving in a case under this chapter, and to such limitations or conditions as the court prescribes, a debtor in possession shall have all the rights, other than the right to compensation under section 330 of this title, and powers, and shall perform all the functions and duties, except the duties specified in sections 1106(a)(2), (3), and (4) of this title, of a trustee serving in a case under this chapter.

10. Accordingly, PPMI holds all of the rights and powers of a trustee, including the right to compel turnover of property of the Estate under Bankruptcy Code Section 542 and to use, sell, or lease property of the Estate under Bankruptcy Code Section 363.

11. PPMI is the owner of the real property commonly known as 4626 Ewing Road, Castro Valley, California 94546 (the "Property"). The Property is property of the estate under Bankruptcy Code Section 541 and is property that PPMI may use, sell, or lease pursuant to Bankruptcy Code Section 363.

12. Defendant Domingo Pierantoni ("Mr. Pierantoni") is an individual who resides at the Property. Plaintiff is informed and believes that Mr. Pierantoni has occupied the Property since approximately 2013, and that members of his family have been present at the Property since approximately 2007.

JMM | Jeffer Mangels & Mitchell LLP

13. On information and belief, Defendant Jennifer Vera Pierantoni ("Ms. Pierantoni") is an individual who resides at the Property and is Mr. Pierantoni's spouse.

14. Plaintiff is informed and believes that other persons also occupy the Property. Plaintiff does not know the names of all such occupants. Defendant All Other Occupants in Possession is a fictitious defendant designed to give notice of this action to any other occupants of the Property. Defendant All Other Occupants in Possession, together with Mr. Pierantoni and Ms. Pierantoni, will be referred to as "Defendants."

15. There is no written lease and no rent agreement for Defendants' occupancy of the Property, and no rent has been paid for that occupancy. Plaintiff is informed and believes that Mark Hanf, the former principal of PPMI, permitted Mr. Pierantoni and his family to occupy the Property rent free pursuant to a revocable license. Defendants have not paid any money to PPMI or to the Estate to occupy the Property, and PPMI has never been provided any written document evidencing any right of Defendants to occupy the Property.

16. On September 10, 2026, the Court entered its Order Authorizing Debtors and Debtors-in-Possession to Employ and Retain Compass as Real Estate Broker [Doc # 140] (the "Broker Order"), which authorized the Debtors to employ and retain Compass ("Broker") as real estate broker for PPMI, in its capacity as owner/seller of the Property, effective as of August 25, 2026, in connection with the marketing and sale of the Property. The Broker Order was entered on the docket on September 11, 2026.

17. PPMI intends to sell the Property to repay mortgage debt, property taxes, and other creditor obligations, subject to required approvals of this Court, in order to preserve and maximize value for the Estate and its creditors.

NOTICE TO QUIT

18. By letter dated September 11, 2026, PPMI, through its counsel, served on Mr. Pierantoni, Ms. Pierantoni, and all other occupants, subtenants, and persons in possession of the Property a 60-Day Notice to Quit and Termination Notice (the "Notice"). A true and correct copy of the Notice, with its proofs of service, is attached hereto as **Exhibit A** and incorporated herein by reference.

JMM | Jeffer Mangels & Mitchell LLP

19. The Notice, among other things, terminated and revoked any license, permission, tenancy at will, or other occupancy right of Defendants in the Property, to the extent any such right exists or existed. The Notice demanded that Defendants and all other occupants quit, vacate, and surrender possession of the Property.

20. The Notice expressly disclaimed the existence of any landlord-tenant relationship and reserved all of PPMI's rights and remedies, including claims for damages, use and occupancy, and waste.

21. The Notice was served by substituted service on September 14, 2026 followed by mailing the following day. The Proof of Service is attached to Exhibit A.

22. The sixty-day notice period under the Notice expires, and the termination of any right of Defendants to occupy the Property becomes effective, no later than November 16, 2026 (the "Termination Date").

DEFENDANT'S REFUSAL TO PROVIDE ACCESS

23. Following entry of the Broker Order, Broker, through its agent Kenneth Er, sought to inspect and document the Property so that it could be marketed for sale.

24. On September 23, 2026, Mr. Er arrived at the Property at 1:00 p.m. for a visit that had been scheduled with Mr. Pierantoni. Mr. Er rang the doorbell several times, knocked, and called and texted Mr. Pierantoni, but no one answered the door. The Property was visibly occupied: several vehicles were parked in the driveway and parking area. Mr. Er could hear people moving around inside. No one came to the door and Mr. Er was denied entry to the Property.

25. Later on September 23, 2026, Mr. Pierantoni called Mr. Er and stated that everyone in the home was sick. A new appointment was scheduled for Monday, September 28, 2026, at 1:00 p.m.

26. On September 28, 2026, when Mr. Er contacted Mr. Pierantoni to confirm the appointment, Mr. Pierantoni stated that he still had the flu and asked Mr. Er to give him a couple of days. Mr. Pierantoni stated that he would send Mr. Er photographs of the Property that evening. He did not do so, and the September 28, 2026 appointment did not go forward.

27. As of October 1, 2026, no further appointment had been scheduled. Mr. Pierantoni

JMM | Jeffer Mangels & Mitchell LLP

told Mr. Er that there were "issues within the home that he was working to resolve." Mr. Pierantoni has not disclosed the nature of those issues.

28. As of the date of this Complaint, Defendants have not permitted PPMI, Mr. Er, or any other representative of the Estate to enter the Property, have not scheduled any access, and have not provided keys, access codes, or other means of entry to the Property. By letter dated October 6, 2026, PPMI, through its counsel, advised Mr. Pierantoni that he had not sent the promised photographs, had not rescheduled the inspection, and had stopped responding to Broker, and that PPMI would seek relief from this Court, including an order for access to the Property. A true and correct copy of that letter is attached hereto as **Exhibit B** and incorporated herein by reference. Pierantoni did not respond to this letter.

29. PPMI is informed and believes that it cannot effectively market the Property, obtain an accurate valuation of the Property, or assess its condition without access to the interior of the Property. Defendants' continued denial of access is delaying the marketing and sale of the Property, is causing the Estate to incur continuing carrying costs and will have a deleterious effect on the ultimate sale price of the Property.

30. Mr. Pierantoni has expressed to the Debtors' representatives his interest in purchasing the Property. On August 10, 2026, Mr. Pierantoni, purporting to act on behalf of an entity identified as "TBD LLC," submitted to the Debtors' financial advisor a Letter of Intent to Purchase Real Property (the "LOI"), offering to purchase the Property for $2,400,000 in an all-cash transaction. A true and correct copy of the LOI is attached hereto as **Exhibit C** and incorporated herein by reference. Mr. Pierantoni enclosed with the LOI an appraisal of the Property prepared for him, which valued the Property at $2,500,000 as of January 28, 2026. The Debtors rejected Mr. Pierantoni's offer.

FIRST CLAIM FOR RELIEF

Turnover of Access to Property of the Estate

(Against All Defendants)

31. Plaintiff incorporates each and every allegation above as though set forth verbatim herein.

JMM | Jeffer Mangels & Mitchell LLP

32. Bankruptcy Code Section 542(a) provides:

> Except as provided in subsection (c) or (d) of this section, an entity, other than a custodian, in possession, custody, or control, during the case, of property that the trustee may use, sell, or lease under section 363 of this title, or that the debtor may exempt under section 522 of this title, shall deliver to the trustee, and account for, such property or the value of such property, unless such property is of inconsequential value or benefit to the estate.

33. Pursuant to Bankruptcy Code Section 1107(a), PPMI, as debtor in possession, holds the rights and powers of a trustee under Bankruptcy Code Section 542(a).

34. The Property constitutes property of the estate under Bankruptcy Code Section 541.

35. The Property is a residential property that PPMI can use, sell, or lease under Bankruptcy Code Section 363.

36. Defendants are entities in possession, custody, or control, during the case, of the Property.

37. Defendants hold no lease, have not paid rent, and hold no legal or equitable interest in the Property. Any license of Defendants to occupy the Property was gratuitous and revocable, and was revoked by the Notice effective no later than the Termination Date.

38. Defendants' license, if any, did not and does not include any right to exclude the owner of the Property, or the owner's agents, from the Property. Further, as of the Termination Date, Defendants will have no right to possession of the Property and no right to exclude PPMI or its agents from the Property.

39. Defendants have not delivered the Property to PPMI by, among other things, refusing to permit PPMI, Mr. Er, and the Estate's other representatives to enter, inspect, photograph, appraise, and show the Property.

40. The Property is not of inconsequential value or benefit to the Estate. The Property is an asset of the Estate whose sale is intended to repay mortgage debt, property taxes, and other creditor obligations.

41. Accordingly, pursuant to Bankruptcy Code Section 542(a), Defendants must provide PPMI, Mr. Er, and PPMI's representatives, appraisers, and other Estate professionals with immediate access to the Property for all Estate purposes, including inspection, appraisal,

Case: 26-30538 Doc# 171 Filed: 10/16/26 Entered: 10/16/26 14:50:31 Page 8 of 14
JMM | Jeffer Mangels & Mitchell LLP

photography, broker showings, insurance, and repairs.

SECOND CLAIM FOR RELIEF

Turnover of Possession of Property of the Estate

(Against All Defendants)

42. Plaintiff incorporates each and every allegation above as though set forth verbatim herein.

43. Upon the expiration of the sixty-day notice period under the Notice on the Termination Date, any license, permission, tenancy at will, or other right of Defendants to occupy the Property is terminated, and Defendants have no further right to remain on the Property.

44. From and after the Termination Date, Defendants' continued possession, custody, or control of the Property is without right, and Defendants are obligated under Bankruptcy Code Section 542(a) to deliver possession of the Property to PPMI.

45. Plaintiff is informed and believes that the Property cannot be effectively marketed and sold for maximum value while occupied, and that occupancy of the Property while it is listed will have a significant deleterious effect on the ultimate sale price.

46. Accordingly, pursuant to Bankruptcy Code Section 542(a), upon the Termination Date Defendants must turn over full possession of the Property to PPMI by, among other things, vacating the Property, removing all personal property that is not property of the Estate from it, and surrendering all keys, access devices, garage door openers, codes, and other means of access to the Property.

THIRD CLAIM FOR RELIEF

Violation of the Automatic Stay

(Against Domingo Pierantoni)

47. Plaintiff incorporates each and every allegation above as though set forth verbatim herein.

/ / /

/ / /

/ / /

JMM | Jeffer Mangels & Mitchell LLP

48. Bankruptcy Code Section 362(a)(3) provides, in relevant part:

> Except as provided in subsection (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as a stay, applicable to all entities, of— . . . (3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate; . . .

49. Upon the Petition Date, the automatic stay of Bankruptcy Code Section 362(a) arose and applies to Defendants.

50. Defendants have had actual knowledge of PPMI's bankruptcy case since no later than service of the Notice on September 14, 2026, which expressly advised Defendants that PPMI is in bankruptcy proceedings and that any sale or other disposition of the Property is subject to bankruptcy court approvals, orders, and procedures, and through their communications with Mr. Er following entry of the Broker Order.

51. Since the Petition Date, and after obtaining knowledge of PPMI's bankruptcy case, Defendant Mr. Pierantoni has engaged in affirmative acts to exercise control over the Property, which is property of the Estate, in violation of Bankruptcy Code Section 362(a)(3), including, without limitation:

a. scheduling access appointments with Mr. Er for September 23, 2026 and September 28, 2026, and then refusing Mr. Er entry to the Property on September 23, 2026, despite being present in the Property, and cancelling the September 28, 2026 appointment;

b. excluding PPMI, Mr. Er, and the Estate's other representatives from the Property and conditioning any access to the Property on his own timing and terms;

c. ceasing communication with Mr. Er, thereby preventing PPMI from marketing the Property in accordance with the Broker Order.

52. Defendants' affirmative exclusion of PPMI and its authorized agents from the Property constitutes an act to exercise control over property of the Estate and to deprive the Estate of the use and benefit of the Property, in violation of Bankruptcy Code Section 362(a)(3).

53. Defendant Mr. Pierantoni's violations of the automatic stay were willful, in that Mr. Pierantoni knew of the automatic stay and intended the acts that violated it.

Case: 26-30538 Doc# 171 Filed: 10/16/26 Entered: 10/16/26 14:50:31 Page 10 of 14

JMM | Jeffer Mangels & Mitchell LLP

54. Bankruptcy Code Section 362(k)(1) provides:

> Except as provided in paragraph (2), an individual injured by any willful violation of a stay provided by this section shall recover actual damages, including costs and attorneys' fees, and, in appropriate cases, may recover punitive damages.

55. Bankruptcy Code Section 105(a) provides:

> The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

56. As a direct and proximate result of Mr. Pierantoni's violations of the automatic stay, the Estate has suffered and continues to suffer damages, including delay in the marketing and sale of the Property, continuing carrying costs, diminution in the value of the Property, and attorneys' fees and costs incurred to enforce the automatic stay, in an amount to be proven at trial.

57. Plaintiff is entitled to an order enforcing the automatic stay and to an award of its actual damages, including costs and attorneys' fees, pursuant to Bankruptcy Code Section 362(k), or alternatively pursuant to Bankruptcy Code Section 105(a) and this Court's inherent and civil contempt authority, together with such other relief as is appropriate.

FOURTH CLAIM OR RELIEF

Declaratory Relief

(Against All Defendants)

58. Plaintiff incorporates each and every allegation above as though set forth verbatim herein.

59. Bankruptcy Code Section 541(a)(1) provides:

> The commencement of a case under section 301, 302, or 303 of this title creates an estate. Such estate is comprised of all the following property, wherever located and by whomever held: (1) Except as provided in subsections (b) and (c)(2) of this section, all legal or equitable interests of the debtor in property as of the commencement of the case.

JMM | Jeffer Mangels & Mitchell LLP

60. An actual and justiciable controversy exists between Plaintiff and Defendants concerning the Estate's interest in the Property, the nature and status of Defendants' occupancy of the Property, and Defendants' rights, if any, to possess the Property and to exclude PPMI and its authorized agents from the Property.

61. Plaintiff is entitled to a declaratory judgment that: (a) the Property is property of the Estate under Bankruptcy Code Section 541; (b) Defendants hold, at most, a revocable license to occupy the Property, which license has been revoked pursuant to the Notice; (c) Defendants have no right to possession of the Property after the Termination Date; and (d) Defendants have no right to exclude PPMI or its authorized agents, including Broker, from accessing the Property.

REQUEST FOR PROVISIONAL RELIEF

62. Plaintiff incorporates each and every allegation above as though set forth verbatim herein.

63. Bankruptcy Rule 7065 provides that Federal Rule of Civil Procedure 65 applies in an adversary proceeding, but that on application of a debtor, trustee, or debtor in possession, the court may issue a temporary restraining order or preliminary injunction without complying with subdivision (c) of that rule.

64. Plaintiff is likely to succeed on the merits of its claims, will suffer irreparable harm to the Estate absent provisional relief through continued delay in inspecting, marketing, and selling the Property and deterioration of its value, and the balance of hardships and the public interest in the orderly administration of the Estate favor provisional relief. The provisional relief requested is limited to access and does not shorten the notice period under the Notice.

65. Plaintiff therefore requests, pending final judgment, entry of an order (the "Access Order") providing that:

a. Within 72 hours of entry of the Access Order, Defendants shall provide Plaintiff's counsel and/or Mr. Er with one complete set of working keys, passcodes, garage door openers, and/or other means necessary to disable alarms and gain access to the entirety of the Property, including the ADU;

b. Mr. Er, or any other representative of the Broker, shall be permitted to show the

JMM | Jeffer Mangels & Mitchell LLP

Property at the following times: (i) Tuesdays and Thursdays from 2:00 p.m. to 4:00 p.m.; (ii) Fridays from 4:00 p.m. to 6:00 p.m.; and (iii) Sundays from 2:00 p.m. to 4:00 p.m.;

c. PPMI and its representatives, appraisers, inspectors, insurers, contractors, and other Estate professionals shall be permitted to enter the Property for purposes of inspection, photography, appraisal, insurance, and repairs upon not less than 48 hours' notice to Mr. Pierantoni, which notice may be delivered by email or text message;

d. Defendants, and all other occupants in possession of the Property, shall not be present at the Property during the showing windows set forth above;

e. Defendants shall not alter, damage, remove fixtures from, or permit additional persons to occupy the Property, and shall not undertake any repairs or other work on the Property without PPMI's prior written consent;

f. PPMI and Mr. Pierantoni may agree in writing to alter the showing schedule;

g. The Access Order is without prejudice to PPMI's right to turnover of full possession of the Property upon the Termination Date.

WHEREFORE, Plaintiff prays for relief set forth below:

PRAYER

1. On the First Claim for Relief, for entry of a judgment or order pursuant to Bankruptcy Code Section 542 granting PPMI, Broker (including Mr. Er), and PPMI's representatives, appraisers, and other Estate professionals immediate access to the Property for all Estate purposes, including but not limited to inspection, appraisal, broker showings, insurance, and repairs;

2. On the Second Claim for Relief, for entry of a judgment or order pursuant to Bankruptcy Code Sections 542 and 105(a) requiring turnover of full possession of the Property to PPMI upon the expiration of the sixty-day notice period under the Notice (November 16, 2026), which judgment or order shall require, among other things, that Domingo Pierantoni, Jennifer Vera Pierantoni, and all other occupants of the Property vacate the Property, remove all personal property that is not property of the Estate that is contained in the Property, and surrender all keys and other means of access to the Property, and, if Defendants or any other occupants fail to vacate

Case: 26-30538 Doc# 171 Filed: 10/16/26 Entered: 10/16/26 14:50:31 Page 13 of 14
JMM | Jeffer Mangels & Mitchell LLP

voluntarily, for issuance of a writ of possession and an order authorizing PPMI to direct the United States Marshals Service to evict all occupants from the Property;

3. On the Third Claim for Relief, for a judgment that Defendants violated the automatic stay and for an award of damages, including actual damages, costs, and attorneys' fees, pursuant to Bankruptcy Code Section 362(k) or, alternatively, Bankruptcy Code Section 105(a), in an amount to be proven at trial;

4. On the Fourth Claim for Relief, for a declaratory judgment that: (a) the Property is property of the Estate under Bankruptcy Code Section 541; (b) Defendants hold only a revocable license to occupy the Property, which license has been revoked pursuant to the Notice; (c) Defendants have no right to possession of the Property after the Termination Date; and (d) Defendants have no right to exclude PPMI or its authorized agents from accessing the Property;

5. For provisional relief pursuant to Bankruptcy Rule 7065 and Bankruptcy Code Section 105(a), including entry of the Access Order requiring Defendants to provide access to the Property on the terms set forth above, without the posting of security;

6. For an award of costs of suit; and

7. For such other and further relief as the Court deems proper.

DATED: October 16, 2026

JEFFER MANGELS & MITCHELL LLP

By: */s/ Bennett G. Young*
BENNETT G. YOUNG
CHRISTOPHER WHANG
Attorneys for Debtors and Debtors-in-Possession

JMM | Jeffer Mangels & Mitchell LLP

Case: 26-30538 Doc# 171 Filed: 10/16/26 Entered: 10/16/26 14:50:31 Page 14 of 14

EXHIBIT A

Bennett G. Young
(415) 984-9626
byoung@jeffer.com

333 Bush Street, 11th Floor
San Francisco, California 94104-2872
(415) 398-8080 (415) 398-5584 Fax
www.jeffer.com

September 11, 2026

VIA E-MAIL AND U.S. MAIL

Domingo Pierantoni, Jennifer Vera Pierantoni,
and All Other Occupants, Subtenants, and
Persons in Possession
4626 Ewing Road
Castro Valley, CA 94546
E-Mail: dompierantoni@gmail.com

Re: **60-DAY NOTICE TO QUIT**

Dear Domingo, Jennifer, and All Other Occupants, Subtenants, and Persons in Possession:

Property: 4626 Ewing Road, Castro Valley, California 94546 (including main residence, ADU, and all improvements)

NOTICE TO DOMINGO PIERANTONI, JENNIFER VERA PIERANTONI, ALL OTHER OCCUPANTS, SUBTENANTS, AND PERSONS IN POSSESSION:

PLEASE TAKE NOTICE that Pacific Private Money Inc. ("PPMI" or "Owner") hereby gives Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession (collectively, "You") a formal 60-Day Notice to Quit and Termination Notice for the real property commonly known as 4626 Ewing Road, Castro Valley, California 94546, including the main residence, accessory dwelling unit (ADU), all structures, improvements, garages, driveways, and the entirety of the premises, together with all appurtenances (collectively, the **"Property"**).

Pursuant to California Civil Code §§ 789, 1946.1, and 1946.2, and Code of Civil Procedure §§ 1161(1) and 1162, and Alameda County Ordinance Code Chapter 3.70, PPMI terminates and revokes any license, permission, tenancy at will, or other occupancy right, to the extent any such right exists, effective no earlier than 60 days after service of this Notice, excluding Saturdays, Sundays, and other judicial holidays. Because the occupancy has continued for one year or more, PPMI is providing at least sixty (60) days' notice pursuant to California Civil Code § 1946.1(b). You must quit, vacate, and surrender the Property by the termination date stated in this Notice.

Owner and Authority

Pacific Private Money Inc. ("PPMI" or "Owner") is the owner of the Property by grant deed from Hanf Capital LLC. PPMI is currently in bankruptcy proceedings, and any sale or other disposition of the Property is subject to required bankruptcy court approvals, orders, and procedures. Through its authorized representative or counsel, PPMI gives this Termination Notice and demands possession as stated below.

Occupancy

PPMI understands that Domingo Pierantoni has occupied the Property since approximately 2013 and that members of his family have been present at the Property since approximately 2007, including his spouse Jennifer Vera Pierantoni, three adult children and their spouses, and two grandchildren. This Notice is directed to Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession.

There is no written lease, no rent agreement, and no rent has been paid for the occupancy. Mark Hanf permitted Domingo Pierantoni and his family to occupy the Property on a gratuitous, permissive, and revocable license basis. Accordingly, PPMI treats Domingo Pierantoni and the other occupants as licensees, not tenants; to the extent any tenancy, license, permission, tenancy at will, or other right to occupy is claimed or deemed to exist, PPMI terminates it as stated in this Notice.

ALL OTHER OCCUPANTS: This Notice is directed to and terminates any possessory interest of all subtenants, if any, all unnamed occupants, and all persons claiming any right to possession of the Property through or under Domingo Pierantoni or Jennifer Vera Pierantoni, or by virtue of any permission, license, or agreement with any prior or current owner. Each and every person in possession of any portion of the Property is required to vacate.

Termination of License and Just Cause Basis

Pursuant to California Civil Code §§ 789, 1946.1, and 1946.2, PPMI hereby terminates and revokes any license, permission, tenancy at will, or other right to occupy the Property, effective sixty (60) days after service of this Notice. The just-cause reason for termination, stated expressly under Alameda County Ordinance Code §§ 3.70.060 and 3.70.080(B)(1) and California Civil Code § 1946.2(b), is the AT-FAULT ground in Civil Code § 1946.2(b)(1)(J): “The employee, agent, or licensee’s failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.” Specifically, PPMI has terminated the license or permission to occupy, and the failure to vacate after that termination is the just cause stated in this Notice.

Demand to Vacate

Accordingly, You, and all other occupants, are hereby demanded to quit, vacate, and surrender possession of the Property, including the main residence, ADU, all structures, improvements, garages, driveways, and all other portions of the premises, on or before 60 days after the date of service of this Notice, excluding Saturdays, Sundays, and other judicial holidays.

This demand applies to Domingo Pierantoni; Jennifer Vera Pierantoni; their three adult children and their respective spouses; their two grandchildren; and **every other occupant, subtenant, or person in possession of or claiming a right to occupy the Property.** All persons in possession of any portion of the Property must vacate and surrender the entire Property, including the main residence, ADU, and all improvements, together with all appurtenances, by the termination date.

Applicability and Exemption Status Under Chapter 3.70

Because the Property is located in unincorporated Alameda County, PPMI treats this occupancy and the Property as subject to Alameda County Ordinance Code Chapter 3.70. PPMI is the owner, a corporation, and is not claiming an exemption from Chapter 3.70 under § 3.70.040(D). PPMI is providing this Termination Notice in compliance with the ordinance, including § 3.70.080.

California Civil Code § 1946.2(a) provides that, after twelve (12) months of continuous and lawful occupancy, an owner shall not terminate a tenancy without just cause stated in the written notice to terminate the tenancy. Although PPMI disputes that the occupants are tenants, this Notice states the just cause expressly. The extended ninety (90)-day period described in Alameda County Ordinance Code § 3.70.080(C) applies only to a No-Fault Eviction involving a household with a child under eighteen (18), a disabled person, an elderly tenant, or one or more lower-income persons. This is an AT-FAULT termination based on licensee failure to vacate after termination, so PPMI believes the sixty (60)-day period is sufficient and the ninety (90)-day extension does not apply.

Owner's Business Purpose

PPMI intends to sell the Property to repay mortgage debt, property taxes, and other creditor obligations, subject to any required bankruptcy court approvals and procedures. PPMI is pursuing a sale to preserve and maximize value for the bankruptcy estate and its creditors.

This business purpose is provided as background only **and** is **not the** just-cause basis for this Termination Notice. The just-cause basis is the AT-FAULT licensee-failure-to-vacate ground expressly stated above.

Abandoned Personal Property

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Coordination of Surrender

Upon vacating, you and all other occupants must remove all personal property, leave the Property broom-clean and free of occupants, and contact the undersigned to coordinate a move-out inspection and surrender of all keys, access devices, garage door openers, and other means of access. PPMI requests reasonable coordination, but nothing in this paragraph extends the termination date or waives any right.

Reservation of Rights

PPMI expressly reserves all rights and remedies available at law and in equity, including the right to commence an unlawful detainer action or other proceeding to recover possession if any occupant fails to vacate by the termination date. This Notice is given out of an abundance of caution and without any admission or concession that a landlord-tenant relationship exists. Nothing in this Notice shall be construed as creating, acknowledging, or ratifying any lease, rental agreement, or tenancy, whether at will, periodic, or otherwise. This Notice is provided solely for the purpose of ensuring compliance with any potentially applicable provisions of California law and Alameda County Ordinance Code Chapter 3.70. Nothing in this Notice, or in any communication, negotiation, purchase discussion, acceptance of any payment, or coordination concerning surrender, shall constitute a waiver of any right or remedy, an extension of the termination date, or the creation, renewal, or reinstatement of any tenancy, license, permission, or other interest in the Property, unless expressly agreed in a writing signed by PPMI or its authorized representative.

This Notice is given without prejudice to any claim PPMI may have against any occupant, including claims for damages, use and occupancy, waste, or other relief. PPMI reserves the right to rely on additional facts or remedies to the extent permitted by law without waiving the specific just-cause basis stated in this Notice.

Legal Authorities and County Filing

This Termination Notice is given under California Civil Code §§ 789, 1946.1, and 1946.2, Code of Civil Procedure §§ 1161(1) and 1162, and Alameda County Ordinance Code §§ 3.70.060,

3.70.080, and 3.70.110. Civil Code § 789 provides that a license to use real property is revocable at the will of the licensor. Civil Code § 1946.1(b) requires at least sixty (60) days' notice for occupancy of one year or more, and § 1946.2(g) provides that an owner's failure to comply with any provision of § 1946.2 renders the written termination notice void. Alameda County Ordinance Code § 3.70.110(A) likewise permits failure to comply with an applicable provision of Chapter 3.70 to be asserted as a defense in an unlawful detainer action. Service must be completed by a method authorized by Code of Civil Procedure § 1162, as reflected in the Proof of Service below.

Under Alameda County Ordinance Code § 3.70.080(D), PPMI must file a copy of this Termination Notice with the Director of the Alameda County Community Development Agency within three (3) days after service on the Tenant. PPMI will make that County filing, and the filing date and related information should be completed in the County Submission portion of the Proof of Service.

Sincerely,



BENNETT G. YOUNG of
Jeffer Mangels & Mitchell LLP

PROOF OF SERVICE / CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am over the age of eighteen (18), not a party to this matter, and that the following is true and correct:

On September 14, 2026, I served a true and correct copy of the foregoing 60-Day Notice to Quit and Termination Notice on Domingo Pierantoni and All Other Occupants at 4626 Ewing Road, Castro Valley, CA 94546, by the following method(s) (check all that apply and complete all applicable details):

☐ **Personal Service (CCP § 1162(a)(1)):** I personally delivered a copy to Domingo Pierantoni at the Property address on the date stated above.

☒ **Substituted Service (CCP § 1162(a)(2)):** After determining that Domingo Pierantoni was absent from the Property and from his usual place of business, I left a copy with Stephanie Pierantoni, a person of suitable age and discretion, at ☒ the Property address / ☐ his usual place of business (address: _____), and on the same date sent a copy through the mail addressed to Domingo Pierantoni at 4626 Ewing Road, Castro Valley, CA 94546.

☐ **Posting and Mailing (CCP § 1162(a)(3)):** After determining that Domingo Pierantoni's place of residence and business could not be ascertained or that a person of suitable age **or** discretion could not be found, I affixed a copy in a conspicuous place on the Property; delivered a copy to _____, a person residing at the Property, if found; and sent a copy through the mail addressed to Domingo Pierantoni at 4626 Ewing Road, Castro Valley, CA 94546.

☒ **Certified Mail (supplemental):** I deposited a copy in the United States mail, certified, return receipt requested, postage prepaid, addressed to Domingo Pierantoni and All Other Occupants at 4626 Ewing Road, Castro Valley, CA 94546. This certified-mail service is in addition to, and does not replace, the applicable CCP § 1162 method checked above.

☐ **Email (supplemental only):** I transmitted a copy to dompierantoni@gmail.com on the date stated above. Email service is provided as a courtesy and is not relied upon as the sole method of statutory service.

☒ **County Submission:** On September 15, 2026, PPMI filed a copy of this Termination Notice with the Director of the Alameda County Community Development Agency within three (3) days after service on the Tenant. Filing confirmation or reference: _____.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on: September 15, 2026, at San Francisco, California.

_____

Attorney or Party without Attorney: BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc. *Ref. No. or File No.:* 86676-0001	***For Court Use Only***
Insert name of Court, and Judicial District and Branch Court:	
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession	

PROOF OF SERVICE	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *At the time of service I was at least 18 years of age and not a party to this action.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. *a. Party served:* Domingo Pierantoni

4. *Address where the party was served:* 4626 Ewing Road, Castro Valley, CA 94546

5. *I served the party:*
   a. **by substituted service.** On: Mon, Sep 14 2026 at: 05:56 PM by leaving the copies with or in the presence of: STEPHANIE PIERANTONI, DAUGHTER.

   (1) **(** a Person in charge at least 18 years of age apparently in charge of the office or usual place of business of the person served. I informed him or her of the general nature of the papers.
   (2) A declaration of mailing is attached.

Recoverable cost Per CCP 1033.5(a)(4)(B)

6. ***Person Who Served Papers:***
   a. Edgar Mendez (2023-0001328, San Francisco)
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111

   d. ***The Fee*** *for Service was:*
   e. I am: A Registered California Process Server

7. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)

(Signature)

Attorney or Party without Attorney:		*For Court Use Only*
BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc.	*Ref. No. or File No.:* 86676-0001	
Insert name of Court, and Judicial District and Branch Court:		
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession		

PROOF OF SERVICE By Mail	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. By placing a true copy of each document in the United States mail, in a sealed envelope by **First Class** mail with postage prepaid as follows:
   a. Date of Mailing: Tues, Sep 15, 2026
   b. Place of Mailing: SAN FRANCISCO, CA
   c. Addressed as follows: Domingo Pierantoni
   4626 Ewing Road, Castro Valley, CA 94546

4. *I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on* Tues, Sep 15, 2026 *in the ordinary course of business.*

Recoverable cost Per CCP 1033.5(a)(4)(B)

5. ***Person Serving:***
   a. Juan Cruz
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111

   d. ***The Fee*** *for Service was:*
   e. I am: a Registered California Process Server

6. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)

(Signature)

Attorney or Party without Attorney: BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc. *Ref. No. or File No.:* 86676-0001	***For Court Use Only***
Insert name of Court, and Judicial District and Branch Court:	
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession	

PROOF OF SERVICE	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *At the time of service I was at least 18 years of age and not a party to this action.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. *a. Party served:* Jennifer Vera Pierantoni

4. *Address where the party was served:* 4626 Ewing Road, Castro Valley, CA 94546

5. *I served the party:*
   a. **by substituted service.** On: Mon, Sep 14 2026 at: 05:56 PM by leaving the copies with or in the presence of: STEPHANIE PIERANTONI, DAUGHTER .

   (1) **(** a Person in charge at least 18 years of age apparently in charge of the office or usual place of business of the person served. I informed him or her of the general nature of the papers.
   (2) A declaration of mailing is attached.

Recoverable cost Per CCP 1033.5(a)(4)(B)

6. ***Person Who Served Papers:***
   a. Edgar Mendez (2023-0001328, San Francisco)
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111

   d. ***The Fee*** *for Service was:*
   e. I am: A Registered California Process Server

7. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)

(Signature)

Attorney or Party without Attorney:		*For Court Use Only*
BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc.	*Ref. No. or File No.:* 86676-0001	
Insert name of Court, and Judicial District and Branch Court:		
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession		

PROOF OF SERVICE By Mail	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. By placing a true copy of each document in the United States mail, in a sealed envelope by **First Class** mail with postage prepaid as follows:
   a. Date of Mailing: Tues, Sep 15, 2026
   b. Place of Mailing: SAN FRANCISCO, CA
   c. Addressed as follows: Jennifer Vera Pierantoni
   4626 Ewing Road, Castro Valley, CA 94546

4. *I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on* Tues, Sep 15, 2026 *in the ordinary course of business.*

Recoverable cost Per CCP 1033.5(a)(4)(B)

5. ***Person Serving:***
   a. Juan Cruz
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111

   d. ***The Fee*** *for Service was:*
   e. I am: a Registered California Process Server

6. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)

(Signature)

Attorney or Party without Attorney: BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc. *Ref. No. or File No.:* 86676-0001	***For Court Use Only***
Insert name of Court, and Judicial District and Branch Court:	
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession	

PROOF OF SERVICE	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *At the time of service I was at least 18 years of age and not a party to this action.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. *a. Party served:* All Other Occupants, Subtenants, and Persons in Possession

4. *Address where the party was served:* 4626 Ewing Road, Castro Valley, CA 94546

5. *I served the party:*
   a. **by substituted service.** On: Mon, Sep 14 2026 at: 05:56 PM by leaving the copies with or in the presence of: STEPHANIE PIERANTONI, DAUGHTER .

   (1) (a Person in charge at least 18 years of age apparently in charge of the office or usual place of business of the person served. I informed him or her of the general nature of the papers.
   (2) A declaration of mailing is attached.

Recoverable cost Per CCP 1033.5(a)(4)(B)

6. ***Person Who Served Papers:***
   a. Edgar Mendez (2023-0001328, San Francisco)
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111

   d. *The Fee* *for Service was:*
   e. I am: A Registered California Process Server

7. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)



(Signature)

Attorney or Party without Attorney: BENNETT G. YOUNG (SBN 106504) JEFFER MANGELS & MITCHELL LLP 333 Bush Street 11th Floor San Francisco, California 94104 *Telephone No:* (415) 398-8080 *Attorney For:* Pacific Private Money Inc. *Ref. No. or File No.:* 86676-0001	***For Court Use Only***
Insert name of Court, and Judicial District and Branch Court:	
Plaintiff: Pacific Private Money Inc. *Defendant:* Domingo Pierantoni, Jennifer Vera Pierantoni, All Other Occupants, Subtenants, and Persons in Possession	

PROOF OF SERVICE By Mail	*Hearing Date:*	*Time:*	*Dept/Div:*	*Case Number:*

1. *I am over the age of 18 and not a party to this action. I am employed in the county where the mailing occurred.*

2. I served copies of the 60-DAY NOTICE TO QUIT

3. By placing a true copy of each document in the United States mail, in a sealed envelope by **First Class** mail with postage prepaid as follows:
   a. Date of Mailing: Tues, Sep 15, 2026
   b. Place of Mailing: SAN FRANCISCO, CA
   c. Addressed as follows: All Other Occupants, Subtenants, and Persons in Possession
   4626 Ewing Road, Castro Valley, CA 94546

4. *I am readily familiar with the business practice for collection and processing of correspondence as deposited with the U.S. Postal Service on* Tues, Sep 15, 2026 *in the ordinary course of business.*

Recoverable cost Per CCP 1033.5(a)(4)(B)

5. ***Person Serving:***
   a. Juan Cruz
   b. FIRST LEGAL
   1939 HARRISON STREET, SUITE 818
   OAKLAND, CA 94612
   c. (415) 626-3111
   d. *The Fee* *for Service was:*
   e. I am: a Registered California Process Server

6. ***I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.***

09/15/2026
(Date)



(Signature)

Exhibit B

Bennett G. Young
(415) 984-9626
byoung@jeffer.com

333 Bush Street, 11th Floor
San Francisco, California 94104-2872
(415) 398-8080 (415) 398-5584 Fax
www.jeffer.com

86676.0001

October 6, 2026

VIA E-MAIL AND U.S. MAIL

Domingo Pierantoni
4626 Ewing Road
Castro Calley, California 94546
Email: dompierantoni@gmail.com

Re: Broker Engagement and Property Inspection

Dear Mr. Pierantoni:

This letter is sent on behalf of Pacific Private Money Inc. ("PPMI" or "Owner"), the owner of the real property located at 4626 Ewing Road, Castro Valley, California 94546, including the main residence, the accessory dwelling unit ("ADU"), all structures, improvements, garages, driveways, and the entirety of the premises (collectively, the "Property"). As you know, PPMI is the debtor in possession in a chapter 11 case pending in the United States Bankruptcy Court for the Northern District of California, which is jointly administered under case no. 26-30538-WJL.

As previously stated, PPMI intends to sell the Property to repay mortgage debt, property taxes, and other creditor obligations, subject to any required bankruptcy court approvals and procedures.

I advised you in my letter of September 14, 2026 that PPMI had retained a licensed real estate broker, Compass, to list and market the Property for sale. The broker's agent for the Property is Kenneth Er (DRE License No. 01942269). The Property is being listed for sale effective immediately, and PPMI and its broker will be taking all steps necessary to prepare the Property for sale and to solicit offers from prospective buyers.

In connection with the listing and marketing of the Property, we requested that admit the broker to the Property in order that the broker could conduct an inspection of the Property, including the main residence, ADU, and all other structures and improvements on the premises.

We understand that you and the broker made an appointment to inspect the Property on September 23, 2026 at 1:00 p.m. The broker went to the Property at that time and rang the doorbell but no one answered. The appointment was rescheduled for September 28 but was

cancelled by you due to illness. You promised to reschedule and to send the broker photographs of the property.

The broker has advised that you have not sent the promised photographs, have not rescheduled the appointment, and have stopped responding to the broker.

Please be advised that we intend to inform Bankruptcy Judge Lafferty of your failure to permit an inspection of the Property and lack of cooperation with the sale process and to seek appropriate relief from the Bankruptcy Court, including, without limitation, an order for access to the Property. We will serve you with our moving papers when they are ready. If you are represented by counsel, please provide the name and contact details of your lawyer so that we can serve them as well.

Reservation of Rights

Nothing in this letter shall be construed as extending, modifying, or waiving the 60-Day Notice to Quit served on September 11, 2026, or any right or remedy available to PPMI thereunder or at law or in equity. PPMI expressly reserves all rights and remedies, including the right to commence unlawful detainer proceedings if any occupant fails to vacate by the termination date.

Please direct any response or questions to the undersigned.

Sincerely,



BENNETT G. YOUNG of
Jeffer Mangels & Mitchell LLP

BGY:cw5

Exhibit C

LETTER OF INTENT TO PURCHASE REAL PROPERTY

Date: August 10, 2026

To: [Seller Name], Owner of Record [Seller Address] [City, State ZIP]

From: TBD LLC [Buyer Address] [City, State ZIP]

Re: Non-Binding Letter of Intent — 4626 Ewing Rd, Castro Valley, CA 94546

Dear [Seller Name]:

This Letter of Intent ("LOI") sets forth the general terms under which TBD LLC ("Buyer") proposes to purchase the real property located at 4626 Ewing Rd, Castro Valley, California 94546 (the "Property"), from [Seller Name] ("Seller"). This LOI is intended to serve as a basis for negotiating a definitive Purchase and Sale Agreement ("PSA") and, except as expressly stated in Section 10, is **non-binding** on either party.

1. Property

The Property, consisting of all land, improvements, fixtures, and appurtenant rights commonly known as 4626 Ewing Rd, Castro Valley, CA 94546.

2. Purchase Price

Two Million Four Hundred Thousand Dollars ($2,400,000.00), payable in cash at closing.

3. All-Cash Transaction

Buyer will fund the entire Purchase Price with cash. **There is no financing contingency.** Buyer will provide Seller with proof of funds within [five (5)] business days of Seller's acceptance of this LOI.

4. Basis of Offer

Buyer's offer is supported by the appraisal of the Property enclosed with this letter, which Buyer has reviewed in formulating the Purchase Price.

5. Due Diligence Period

Buyer will have **[thirty (30)] calendar days** from full execution of the PSA to inspect the Property and review all title, survey, environmental, structural, zoning, permitting, lease, and financial records. Seller will deliver all such documents in Seller's possession within [five (5)] business days after execution of the PSA. Buyer may terminate for any reason during this period without penalty.

6. Closing

Closing will occur on or before **[thirty (30)] calendar days** after expiration of the Due Diligence Period, or such earlier date as the parties may agree.

7. Title and Escrow

Escrow and title company will be selected by Buyer upon Seller's acceptance of this LOI. Seller will convey marketable, insurable fee simple title by grant deed, free of liens and encumbrances other than those approved by Buyer in writing during the Due Diligence Period.

8. Condition of Property

The Property will be conveyed in its **as-is, where-is** condition as of the expiration of the Due Diligence Period, subject to Seller's customary representations and warranties to be set forth in the PSA.

9. Closing Costs

Closing costs, transfer taxes, title premiums, escrow fees, and prorations will be allocated in accordance with customary practice in Alameda County, California, unless otherwise agreed in the PSA.

10. Binding Provisions

Sections 10 and 11 are binding and enforceable. **All other provisions of this LOI are non-binding statements of intent only**, and no party will be obligated to purchase, sell, or negotiate further until a definitive PSA is executed and delivered by both parties.

11. Confidentiality

Both parties will keep the existence and terms of this LOI and all information exchanged confidential, except as required by law or as disclosed to attorneys, accountants, lenders, and advisors on a need-to-know basis.

12. Governing Law

This LOI is governed by the laws of the State of California.

If the foregoing terms are acceptable, please contact me directly so we can move toward a definitive agreement.

Sincerely,

Domingo Pierantoni on behalf of TBD LLC domingo@pgrouppr.com

B1040 (FORM 1040) (12/24)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	ADVERSARY PROCEEDING NUMBER (Court Use Only)

PLAINTIFFS	DEFENDANTS
Pacific Private Money Inc.	Domingo Pierantoni, Jennifer Vera Pierantoni, and All Other Occupants
ATTORNEYS (Firm Name, Address, and Telephone No.) Jeffer Mangels & Mitchell LLP Bennett G. Young/Christopher K. Whang/Melody Mohammadi 333 Bush Street, 11th Floor, San Francisco, CA 94104 (415) 398-8080	**ATTORNEYS** (If Known)
PARTY (Check One Box Only) ☒ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☐ Other ☐ Trustee	**PARTY** (Check One Box Only) ☐ Debtor ☐ U.S. Trustee/Bankruptcy Admin ☐ Creditor ☒ Other ☐ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

Turnover of Access to Real Property located at 4626 Ewing Road, Castro Valley, CA 94546 ("Property"); Turnover of Possession of Property; Violation of Automatic Stay; and Declaratory Relief

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(a) – Recovery of Money/Property
- [X] 11-Recovery of money/property - §542 turnover of property
- [ ] 12-Recovery of money/property - §547 preference
- [ ] 13-Recovery of money/property - §548 fraudulent transfer
- [ ] 14-Recovery of money/property - other

FRBP 7001(b) – Validity, Priority or Extent of Lien
- [ ] 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(c) – Approval of Sale of Property
- [ ] 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(d) – Objection/Revocation of Discharge
- [ ] 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(e) – Revocation of Confirmation
- [ ] 51-Revocation of confirmation

FRBP 7001(f) – Dischargeability
- [ ] 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- [ ] 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- [ ] 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(f) – Dischargeability (continued)
- [ ] 61-Dischargeability - §523(a)(5), domestic support
- [ ] 68-Dischargeability - §523(a)(6), willful and malicious injury
- [ ] 63-Dischargeability - §523(a)(8), student loan
- [ ] 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- [ ] 65-Dischargeability - other

FRBP 7001(g) – Injunctive Relief
- [ ] 71-Injunctive relief – imposition of stay
- [ ] 72-Injunctive relief – other

FRBP 7001(h) Subordination of Claim or Interest
- [ ] 81-Subordination of claim or interest

FRBP 7001(i) Declaratory Judgment
- [X] 91-Declaratory judgment

FRBP 7001(j) Determination of Removed Action
- [ ] 01-Determination of removed claim or cause

Other
- [ ] SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- [ ] 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

☒ Check if this case involves a substantive issue of state law	☐ Check if this is asserted to be a class action under FRCP 23
☐ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Pacific Capital Funding Group, Inc.	BANKRUPTCY CASE NO. 26-30538	
DISTRICT IN WHICH CASE IS PENDING Northern District of California	DIVISION OFFICE Oakland	NAME OF JUDGE Hon. William J. Lafferty
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF)		
DATE	PRINT NAME OF ATTORNEY (OR PLAINTIFF)	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.