

1 LOEB & LOEB LLP
2 BARNEY GIVEN (SBN 134718)
3 bgiven@loeb.com
4 10100 Santa Monica Blvd.
5 Suite 2200
6 Los Angeles, CA 90067
7 Telephone: 310.282.2000
8 Facsimile: 310.282.2200

9 LOEB & LOEB LLP
10 BETHANY SIMMONS (admitted *pro hac vice*)
11 bsimmons@loeb.com
12 345 Park Avenue
13 New York, NY 10154
14 Telephone: 212.407.4000
15 Facsimile: 212.407.4990

16 Attorneys for Debtor and Debtor-in-Possession

17 UNITED STATES BANKRUPTCY COURT
18 FOR THE EASTERN DISTRICT OF CALIFORNIA
19 SACRAMENTO DIVISION
20

21 In re:

22 SUKHRAJ S. PAMMA dba SUKHRAJ S.
23 PAMMA FARMS,

24 Debtor.

Case No. 24-23489-B-11

Judge: Hon. Christopher D. Jamie

Chapter 11

**DEBTOR'S FIRST AMENDED
CHAPTER 11 PLAN OF
REORGANIZATION**

DC No: BRG-15

Confirmation Hearing

Date: June 17, 2025

Time: 11:00 a.m.

Place: 501 I Street, 6th Floor,
Courtroom 32, Sacramento, CA

TABLE OF CONTENTS

	<u>Page</u>
I. DEFINITIONS AND RULES OF CONSTRUCTION.....	1
A. Defined Terms.....	1
B. Other Terms.....	9
C. Computation of Time.....	10
D. Exhibits.....	10
II. CLASSIFICATION AND TREATMENT OF CLAIMS	10
A. What Creditors Will Receive Under the Proposed Plan.....	10
B. Unclassified Claims.....	10
1. Administrative Expense Claims.....	11
2. Priority Tax Claims.....	12
C. Classified Claims and Interests.....	13
1. Secured Claims.....	13
2. General Unsecured Claims.....	20
a. General Unsecured Guaranty Claims.....	20
b. General Unsecured Other Claims	21
3. Interest Holders.....	22
III. MEANS OF EFFECTUATING THE PLAN.....	22
IV. POST CONFIRMATION MATTERS.....	23
A. Estate Causes of Action.....	23
1. Prosecution of Estate Causes of Action by the Debtor.....	24
2. Existing and Potential Estate Causes of Action.....	24
B. Post-Effective Date Professional Fees.....	25
C. Approval for Disposition of Assets.....	25
D. Other Rights, Powers and Duties of Debtor.....	25
V. DISTRIBUTIONS UNDER THE PLAN.....	25
A. In General.....	26
B. Manner of Payment Under the Plan.....	26
C. Manner of Distribution of Other Property.....	26
D. Set-Offs.....	26
E. Distribution of Unclaimed Property.....	26
F. De Minimis Distributions.....	27
G. Saturday, Sunday or Legal Holiday.....	27
H. Delivery of Distributions / Address of Holder.....	27
I. Creditors' Payment Obligations / Turnover of Property to Debtor.....	27
VI. RELEASES AND EXCULPATION.....	28
A. Releases by the Debtor.....	28
B. Exculpation.....	29
C. No Liability for Solicitation or Participation.....	29
D. Good Faith.....	30
VII. MISCELLANEOUS PROVISIONS	30
A. Executory Contracts and Unexpired Leases.....	30
1. Assumptions / Rejections.....	30
2. Bar Date for Rejection Damages.....	30
B. Headings.....	30
C. Binding Effect.....	31
D. Governing Law.....	31
E. Other Documents and Actions.....	31

		<u>Page</u>
1	F. Notices.....	31
	G. Severability of Plan Provisions.	31
2	H. Successors and Assigns.	32
	I. Effectiveness of Court Orders.	32
3	J. No Waiver.	32
	K. Other Documents and Actions.	33
4	L. Inconsistencies.....	33
	M. Implementation of Section 1142 of the Bankruptcy Code.....	33
5	N. Retention of Jurisdiction.	33
6	VIII. EFFECTIVENESS OF THE PLAN.....	35
	A. Conditions Precedent.....	35
7	B. The Effective Date.....	36
	C. Confirmation Request.....	36
8	D. Notice of the Effective Date.....	36
9	IX. EFFECT OF CONFIRMATION.....	36
	A. Discharge.....	36
10	B. Revesting of Property in the Debtor.....	38
	C. Withdrawal or Modification of Plan.	38
11	D. Post-Confirmation Status Report.	38
	E. Quarterly Fees.	38
12	F. Final Decree.	39
13		
14		
15		
16		
17		
18		
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1 Sukhraj S. Pamma, Debtor and Debtor-in-Possession in the above-referenced
2 Chapter 11 Case (the “Chapter 11”) hereby proposes this Plan of Reorganization (“Plan”) pursuant to section 1121(a)¹ for resolution of all Claims (as defined below) against the
3 Debtor and his Estate.
4

5 The Debtor’s *Disclosure Statement Describing Debtor’s Chapter 11 Plan of*
6 *Reorganization Dated April 7, 2025* (the “Disclosure Statement”), which will accompany the Plan, discusses the Debtor’s history, business, Chapter 11 Case, and estimates of the
7 distributions of the Debtor’s remaining assets to creditors, and contains a summary and
8 discussion of the Plan. Holders of Claims are encouraged to read the Disclosure Statement
9 before voting to accept or reject the Plan.
10

11 Following solicitation of acceptances for the Plan, the Debtor will seek the
12 Bankruptcy Court’s Confirmation (as defined below) of the Plan. No solicitation materials
13 other than the Disclosure Statement and any schedules, exhibits or other documents attached
14 thereto or referenced therein have been authorized by the Debtor or the Bankruptcy Court
15 for use in soliciting acceptances or rejections of the Plan. **As noted in the Disclosure**
16 **Statement, the Debtor recommends that all creditors that receive a ballot and are**
17 **eligible to vote on the Plan vote in favor of the Plan.**

18 **I. DEFINITIONS AND RULES OF CONSTRUCTION**

19 **A. Defined Terms.**

20 In addition to the terms defined above, as used herein, the following terms have the
21 respective meanings specified below (such meanings to be equally applicable to both the
22 singular and plural, and masculine and feminine forms of the terms defined):

- 23 1. “Administrative Claim” means any Claim for any cost or expense of
24 administration of the Chapter 11 Case under Sections 503(b) and 507(a)(1),
25 including, without limitation, any actual and necessary post-petition expenses of
26 preserving the Estate, any actual and necessary post-petition expenses of
27

28 ¹ Unless otherwise stated, all Section references herein are to 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”).

1 administering and liquidating the Estate, all compensation or reimbursement of
2 expenses to the extent allowed by the Bankruptcy Court under Sections 330, 331,
3 363 or 503, and any fees or charges assessed against the Estate under 28 U.S.C. §
4 1930.

5 2. “Allowed” means with respect to any Claim: (a) a Claim that was listed
6 in the Debtor’s Schedules and that was not listed as contingent, unliquidated, or
7 disputed; (b) a Claim that is evidenced by a proof of Claim, as applicable, filed by
8 the applicable Claims Bar Date (or for which Claim under the Plan, the Bankruptcy
9 Code, the Bankruptcy Rules, or a Final Order of the Bankruptcy Court, a proof of
10 Claim is not required to be filed); or (c) a Claim allowed pursuant to the Plan or a
11 Final Order of the Bankruptcy Court; provided that, with respect to a Claim
12 described in clauses (a) and (b) above, such Claim, as applicable, shall be considered
13 Allowed only if and to the extent that, with respect to such Claim, the Reorganized
14 Debtor is in agreement with the amount and characterization of the Claim or no
15 objection thereto has been interposed prior to the deadline fixed by the Bankruptcy
16 Court for voting on the Plan. Any Claim that has been or is hereafter listed in the
17 Schedules as contingent, unliquidated, or disputed, and for which no proof of Claim
18 is or has been timely filed shall be expunged without further action by the Debtor
19 and without further notice to any party or action, approval, or order of the
20 Bankruptcy Court. Any portion of a Claim that is satisfied or released during the
21 Chapter 11 Case is not an Allowed Claim.

22 3. “Allowed Class __ Claim” means an Allowed Claim in the Class
23 specified.

24 4. “Assets” means all assets of the Debtor’s Estate, including, but not
25 limited to, “property of the estate” as described in section 541 and shall, without
26 limitation, include Cash, Estate Causes of Action, any and all claims and causes of
27 action that may be asserted by the Debtor against any third party or third parties,
28

1 proceeds of insurance and insurance policies, all rights and interests, all personal
2 property, and all files, books and records of the Debtor's Estate. For the avoidance
3 of doubt, it is the Debtor's intent that the term "Assets" of the Debtor's Estate be
4 interpreted as broadly as possible.

5 5. "Avoidance Action" means any claim or right under the following:
6 Sections 544, 545, 547, 548, 549, 550, 551 and 553(b); all prevailing fraudulent
7 conveyance and fraudulent transfer laws; all non-bankruptcy laws vesting in
8 creditors' rights to avoid, rescind, or recover on account of transfers, including, but
9 not limited to, claims relating to illegal dividends; all preference laws; the Uniform
10 Fraudulent Transfer Act; and California Civil Code sections 3439 and 3440, *et seq.*

11 6. "Bankruptcy Court" means the United States Bankruptcy Court for the
12 Eastern District of California, Sacramento Division or, in the event such court ceases
13 to exercise jurisdiction over the Chapter 11 Case, such other court that exercises
14 jurisdiction over the Chapter 11 Case.

15 7. "Bankruptcy Rules" means, collectively, (a) the Federal Rules of
16 Bankruptcy Procedure ("FRBP"), as amended from time to time, as applicable to
17 the Chapter 11 Case, and (b) the Local Bankruptcy Rules (the "LBR") applicable
18 to cases pending before the Bankruptcy Court, as now in effect or hereafter
19 amended.

20 8. "Bar Date Notice" means the notice entered by the Bankruptcy Court
21 on August 14, 2024 [Dkt. No. 10] setting the Claims Bar Date and Governmental
22 Unit Bar Date.

23 9. "Business Day" means any day which is not a Saturday, a Sunday,
24 or a "legal holiday" as defined in Bankruptcy Rule 9006(a).

25 10. "Cash" means cash or cash equivalents.

26 11. "Case Closing Date" means the date on which the Bankruptcy Court
27 enters a final decree closing the Chapter 11 Case, in accordance with section 350.
28

1 12. “Chapter 11 Case” means the Case under chapter 11 of the
2 Bankruptcy Code, commenced by the Debtor on the Petition Date in the Bankruptcy
3 Court.

4 13. “Claim” means (a) any right to payment from the Debtor’s Estate,
5 whether or not such right is reduced to judgment, liquidated, unliquidated, fixed,
6 contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or
7 unsecured, or (b) any right to an equitable remedy for breach of performance if
8 such breach gives rise to a right of payment from the Debtor’s Estate, whether
9 or not such right to an equitable remedy is reduced to judgment, fixed, contingent,
10 matured, unmatured, disputed, undisputed, secured, or unsecured.

11 14. “Claims Bar Date” means December 16, 2024, which is the general
12 deadline set pursuant to the Bar Date Notice for filing proofs of claim for any
13 Claims against the Debtor that arose prior to the Petition Date and not otherwise
14 subject to the Governmental Unit Bar Date.

15 15. “Class” means one of the Classes of Claims designated in the Plan.

16 16. “Confirmation” means the entry of the order by the Bankruptcy Court
17 confirming the Plan pursuant to Section 1129.

18 17. “Confirmation Date” means the date on which the Clerk of the
19 Bankruptcy Court enters the Confirmation Order on its docket.

20 18. “Confirmation Hearing” means the hearing before the Bankruptcy
21 Court pursuant to Section 1129 to consider confirmation of the Plan.

22 19. “Confirmation Order” means the order of the Bankruptcy Court
23 confirming the Plan in accordance with the provisions of chapter 11 of the
24 Bankruptcy Code.

25 20. “Disallowed Claim” means a Claim or any portion thereof that (a) has
26 been disallowed by agreement with the creditor, (b) has been disallowed by Final
27 Order, (c) is listed in the Schedules in an unknown amount, as zero, as contingent,
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1 disputed, or unliquidated, or is not listed in the Schedules, and as to which no proof
2 of Claim or Administrative Claim has been Filed, or (d) has been withdrawn by the
3 applicable creditor.

4 21. “Disputed Claim” means any Claim (a) as to which a proof of Claim
5 or an Administrative Claim has been filed and the dollar amount of such Claim is
6 not specified in a fixed amount or (b) as to which the Debtor or any other party in
7 interest has interposed a timely objection or request for estimation in accordance
8 with the Bankruptcy Code, the Bankruptcy Rules, the Plan and/or any order of the
9 Bankruptcy Court, which objection or request for estimation has not been withdrawn
10 or determined by a Final Order.

11 22. “Disputed Claims Reserve” means the Cash to be set aside for, and in
12 an amount sufficient to pay the required Distribution under the Plan to all Disputed
13 Claims which have not been finally adjudicated as of the Effective Date and which
14 may become Allowed Claims after the Effective Date. The Disputed Claims Reserve
15 may be established as a separate account by the Debtor.

16 23. “Distribution(s)” means any transfer under the Plan of Cash or other
17 property or instruments to a Holder of an Allowed Claim.

18 24. “Distribution Date(s)” means those dates upon which the Reorganized
19 Debtor shall make the Distributions to holders of Allowed Claims.

20 25. “Dkt.” means the Docket Number of a Filing in this case. All Filings
21 can be obtained at <https://www.donlinrecano.com/Clients/spf/Index>.

22 26. “Effective Date” means the first day when all the Conditions Precedent
23 have been satisfied or waived pursuant to Section VIII of the Plan.

24 27. “Estate” means the Debtor’s Estate created by section 541(a) upon the
25 Petition Date.

26 28. “Estate Causes of Action” means any and all manner of causes of
27 action, claims, obligations, suits, debts, judgments, demands, rights of offset or
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1 recoupment, damages (actual, compensatory or punitive), counterclaims or
2 affirmative defenses, whatsoever, whether in law or in equity of the Debtor and
3 Estate, including, but not limited to, Avoidance Actions and any and all claims, if
4 any, against employees and/or agents of the Debtor (except as such claims may be
5 subject to release or exculpation under the Plan). The failure by the Debtor to
6 specifically identify any Estate Cause of Action does not constitute a waiver of such
7 Estate Cause of Action, and all such Estate Causes of Action are expressly preserved.

8 29. “Exculpated Parties” means (a) the Debtor, (b) Loeb & Loeb LLP, (c)
9 Napier & Follett, LLP, (d) Donlin Recano & Company, LLC, and (e) any other
10 Professional retained by the Estate.

11 30. “Farming Entities” means Bonanza Farms LLC, Fortune Farmstead,
12 Inc., Golden Valley Orchards LLC, Imperial Orchards LLC, Montana Tractor &
13 Machinery, LLC, Sutter Buttes Mercantile LLC, West Horizon Farms LLC,
14 Riverside Ranches LLC, and West Coast Farms LLC.

15 31. “File,” “Filed,” “Files,” or “Filing” means any document(s) properly
16 and timely filed with the Bankruptcy Court in the Chapter 11 Case, as reflected on
17 the official docket of the Bankruptcy Court for the Chapter 11 Case, and served on
18 parties, as and to the extent that such filing and service are required pursuant to the
19 Bankruptcy Code, Bankruptcy Rules and/or order of the Bankruptcy Court.

20 32. “Final Order” means an order or judgment of the Bankruptcy Court or
21 other applicable court as to which the time to appeal, petition for certiorari, or move
22 for reargument or rehearing has expired and as to which no appeal, petition for
23 certiorari, or other proceedings for reargument or rehearing shall then be pending; or
24 as to which any right to appeal, reargue, rehear, or petition for certiorari shall have
25 been waived in writing in form and substance satisfactory to the Debtor prior to or,
26 in the event that an appeal, writ of certiorari, reargument or rehearing thereof has
27 been sought, such order or judgment of the Bankruptcy Court or other applicable
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1 court shall have been affirmed by the highest court to which such order or judgment
2 was appealed or from which reargument or rehearing was sought, or certiorari shall
3 have been denied, and the time to take any further appeal, petition for certiorari or
4 move for reargument or rehearing shall have expired. In the event that there are no
5 objections to Confirmation of the Plan, the Confirmation Order shall become a Final
6 Order as set forth in Bankruptcy Rule 8002(a)(1).

7 33. “General Unsecured Other Claim” means any Claim that is not a
8 Secured Claim, an Administrative Expense Claim, a Priority Tax Claim, an Other
9 Priority Claim, or General Unsecured Guaranty Claim. General Unsecured Other
10 Claims include, without limitation, unsecured Claims arising from the rejection of
11 executory contracts and unexpired leases.

12 34. “General Unsecured Guaranty Claim” means any Claim that arises
13 from the Debtor’s guaranty of debt on behalf of any of the Farming Entities.

14 35. “Governmental Unit Bar Date” means February 3, 2025, which is the
15 deadline set pursuant to the Bar Date Notice for filing proofs of claim on behalf of
16 any governmental unit, as defined in section 101(27), for any Claims against the
17 Debtor that arose prior to the Petition Date.

18 36. “Holder” means the owner of a Claim.

19 37. “Impaired” has the meaning set forth in section 1124.

20 38. “Non-Professional Administrative Claim” means an Administrative
21 Claim other than one incurred by a Professional.

22 39. “Other Priority Claim” means any Claim accorded priority in right of
23 payment under section 507(a) of the Bankruptcy Code, other than an Administrative
24 Claim or Priority Tax Claim.

25 40. “Person” means any individual, corporation general partnership,
26 limited partnership, association, joint stock company, joint venture, estate, trust,
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1 government or any political subdivision, governmental unit, official committee
2 appointed by the UST, unofficial committee of creditors, or other entity.

3 41. "Petition Date" means August 7, 2024, the date on which the Debtor
4 filed his voluntary petition commencing the Chapter 11 Case.

5 42. "Post-Effective Date Plan Expenses" means all voluntary and
6 involuntary costs, expenses, charges, obligations, or liabilities of any kind or nature,
7 whether matured, unmatured, non-contingent, contingent, liquidated, or unliquidated
8 (collectively, "Expenses") incurred after the Effective Date related to the
9 implementation of this Plan, including, but not limited to: (a) the Expenses
10 associated with administering this Plan, including any taxes assessed against the
11 Debtor; (b) all fees of the UST; (c) the Expenses associated with making the
12 Distributions required by this Plan; (d) any Expenses associated with preparing and
13 filing tax returns and paying taxes; and (e) the Expenses of independent contractors
14 and professionals providing services to the Debtor.

15 43. "Priority Tax Claim" means a Claim of a governmental unit of the kind
16 specified in section 507(a)(8).

17 44. "Pro Rata," "Pro Rata Share," and "Pro Rata Basis" means, at any time,
18 the proportion that the face amount of a Claim in a particular Class bears to the
19 aggregate face amount of all Claims (including Disputed Claims, but excluding
20 Disallowed Claims) in such Class; and "face amount," as used herein, means (a)
21 when used in reference to a Disputed Claim, the full stated liquidated amount
22 claimed by the Holder of the Claim in any proof of Claim timely filed with the
23 Bankruptcy Court or otherwise deemed timely filed by any Final Order of the
24 Bankruptcy Court or other applicably bankruptcy law; and (b) when used in
25 reference to an Allowed Claim, the allowed amount of such Claim.

26 45. "Professionals" means, for purposes of this Plan, any person (a)
27 employed in accordance with an order of the Bankruptcy Court under sections 327,
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1 363 or 1103 and to be compensated for services under sections 327, 328, 329, 330,
2 331 and 504, or (b) for which compensation or reimbursement is requested under
3 Section 503(b)(2)-(b)(6).

4 46. “Rejection Damage Claim” means a Claim for any obligations or
5 damages arising under an unexpired real-property or personal-property lease or
6 executory contract that the Estate reject under Bankruptcy Code section 365 or
7 pursuant to the terms of this Plan.

8 47. “Released Parties” means: (a) Loeb & Loeb LLP, (b) Napier & Follett,
9 LLP, (c) Donlin Recano & Company, LLC, and (d) any other Professional retained
10 by the Estate.

11 48. “Schedules” means the schedules of assets and liabilities and statement
12 of financial affairs filed by the Debtor as required by the Bankruptcy Code and
13 Bankruptcy Rules.

14 49. “Secured Claim” means a Claim against the Debtor to the extent of the
15 value, as determined by the Bankruptcy Court pursuant to section 506(a), of any
16 interest in property of the Debtor’s Estate securing such Claim.

17 50. “UST” means the United States Trustee

18 51. “Voting Deadline” means 5:00 p.m. (Pacific Time) on [____],
19 2025, the date established by order of the Bankruptcy Court for receipt of ballots
20 voting to accept or reject the Plan.

21 **B. Other Terms.**

22 The words “herein,” “hereof,” “hereto,” “hereunder,” and others of similar import
23 refer to the Plan as a whole and not to any particular section, subsection, or clause contained
24 in the Plan. A term used herein that is not defined herein shall have the meaning ascribed
25 to that term, if any, in the Bankruptcy Code or Bankruptcy Rules and shall be construed in
26 accordance with the rules of construction thereunder. The definition given to any term or
27 provision in this Plan supersedes any different meaning that may be given to that term or
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1 provision in the Disclosure Statement. Whenever it is appropriate from the context, each
2 term, whether stated in the singular or the plural, includes both the singular and the plural.
3 Each pronoun stated in the masculine, feminine or neuter includes each of the masculine,
4 feminine and neuter. Any reference to an exhibit, schedule, instrument or other document
5 means such exhibit, schedule, instrument or other document as it has been, or may be,
6 amended, modified, restated or supplemented as of the Confirmation Date, and any such
7 exhibit, schedule, instrument or other document shall be deemed to be included in this Plan,
8 regardless of when it is filed.

9 **C. Computation of Time.**

10 In computing any period of time prescribed or allowed by the Plan, unless otherwise
11 expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply.

12 **D. Exhibits.**

13 Any and all exhibits to the Disclosure Statement and Plan are incorporated into and
14 are a part of the Plan as if set forth in full herein.

15 **II. CLASSIFICATION AND TREATMENT OF CLAIMS**

16 **A. What Creditors Will Receive Under the Proposed Plan.**

17 As required by the Bankruptcy Code, the Plan classifies Claims in various Classes
18 according to their right to priority. The Plan states whether each Class of Claims is impaired
19 or unimpaired and whether each Class is entitled to vote on the Plan. The Plan provides the
20 treatment each Class will receive. Because the Debtor is an individual, there are no Interests
21 under the Plan.

22 **B. Unclassified Claims.**

23 In accordance with section 1123(a)(1), Administrative Expense Claims and Priority
24 Tax Claims have not been classified. Holders of Administrative Expense Claims and
25 Priority Tax Claims do not have a right to vote to accept or reject the Plan. However,
26 Administrative Expense Claims and Priority Tax Claims are identified in the Disclosure
27 Statement and the accompanying Plan, and their treatment is described, to promote
28

“enabl[ing] a hypothetical reasonable investor typical of holders of claims or interests of the relevant class to make an informed judgment about the plan[.]” The approximate amounts of the claims set forth below are based on the amounts asserted in the proofs of claims and the Debtor reserves all rights to object to the amount of each claim pursuant to the procedures set forth herein.

1. Administrative Expense Claims.

An Administrative Expense Claim is a Claim that is entitled to priority under sections 503(b) and 507(a)(1). The Administrative Expense Claims consist of: (a) the fees and expenses of the Debtor’s Professionals, and (b) if any, the Claims for goods provided and services rendered to the Debtor during the Chapter 11 Case. Any person or entity asserting to be a Holder of an Administrative Expense Claim, including for final allowance of professional fees, shall have sixty (60) calendar days after the Effective Date in which to file requests for payment of such claims in the Chapter 11 Case. The following chart lists the estimated Allowed Administrative Expense Claims against the Debtor and shows the proposed treatment of Allowed Administrative Expense Claims:

Claimant	Amount of Claim	Timing of Distribution	Impaired or Unimpaired
Loeb & Loeb LLP	\$450,000	Allowed Claims to be paid in full, as soon as practicable after the later of the Effective Date or the date the Claim is Allowed unless otherwise agreed, including through payment by third parties or from Disposable Income.	Not applicable. Not entitled to vote.
Napier & Follett, LLP	\$25,000	Allowed Claims to be paid in full, as soon as practicable after the later of the	Not applicable. Not entitled to vote.

		Effective Date or the date the Claim is Allowed unless otherwise agreed, including through payment by third parties or from Disposable Income.	
Donlin Recano & Co. LLC	\$20,000	Allowed Claims to be paid in full, as soon as practicable after the later of the Effective Date or the date the Claim is Allowed unless otherwise agreed, including through payment by third parties or from Disposable Income.	Not applicable. Not entitled to vote.

2. Priority Tax Claims.

A Priority Tax Claim is a claim of a governmental unit of a type that is entitled to priority under section 507(a)(8). The following chart lists the estimated Allowed Priority Tax Claims against the Debtor and shows the proposed treatment of Allowed Priority Tax Claims. The approximate amounts of the claims set forth below are based on the amounts asserted in the proofs of claims and the Debtor reserves all rights to object to the amount of each claim pursuant to the procedures set forth herein.

Claimant	Estimated Priority Amount of Claim	Timing of Distribution	Impaired or Unimpaired
Internal Revenue Service	\$71,850.30	Pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an	Not applicable. Not entitled to vote.

		aggregate amount of such Allowed Priority Tax Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by the Holder of the Allowed Priority Tax Claim.	
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C. Classified Claims and Interests.

1. Secured Claims.

There are 18 Classes of Secured Claims – one class for each Secured Creditor. The following chart lists the 18 Classes of Secured Claims and shows the estimated amount of Secured Claims in each Class and the proposed treatment of the Secured Claims in each Class. The approximate amounts of the claims set forth below are based on the amounts asserted in the proofs of claims and the Debtor reserves all rights to object to the amount of each claim pursuant to the procedures set forth herein.

<u>Class</u>	<u>Class Composition</u>	<u>Amount of Claims (Approx.)</u>	<u>Treatment and Timing of Distributions</u>	<u>Impaired or Unimpaired</u>
1	Agwest Farm Credit FLCA	\$12,119,670.00	Collateral will be liquidated and sold pursuant to the terms of the Order at Dkt No. 349. Holder of Allowed	Impaired. Entitled to vote.

1			Claim will receive	
2			proceeds of the sale in	
3			the order of priority of	
4			the claim and a	
5			deficiency claim in	
6			Class 20 General	
7			Unsecured Other Claims	
8			for any remainder.	
9	2	Butte County Tax	Certain collateral will be	Impaired.
10		Collector	liquidated and sold	Entitled to
11			pursuant to the terms of	vote.
12			the Orders at Dkt Nos.	
13			315, 349 and 353.	
14			Holder of Allowed	
15			Claim will receive	
16			proceeds of the sale in	
17			the order of priority of	
18			the claim and a	
19			deficiency claim in	
20			Class 20 General	
21			Unsecured Other Claims	
22			for any remainder. With	
23			respect to collateral that	
24			will not be sold, unless	
25			the Holder of Allowed	
26			Claim agrees to different	
27			treatment, pursuant to	
28			and in accordance with	
			section 1129(a)(9)(D) of	
			the Bankruptcy Code,	
			the Holder of Allowed	
			Claim will received	
			Cash in an aggregate	
			amount of such Allowed	
			Claim payable in regular	
			installment payments	
			over a period ending not	
			more than five (5) years	
			after the Petition Date,	
			plus eighteen percent	
			(18%) interest at the rate	
			required by applicable	
			non-bankruptcy law on	
			any outstanding balance	

			from the Effective Date, or such lesser rate as is agreed to in writing by the Holder of the Allowed Claim.	
3	Cal Sierra Limited LP	\$3,538,624.98	Collateral will be liquidated and sold pursuant to the terms of the Stipulation at Dkt. No. 123 and the Order at Dkt. No. 127. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
4	Citizens Business Bank	\$2,351,006.20	Collateral owned by the Debtor will be liquidated and sold. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
5	Compeer Financial PCA	\$3,286,720.89	Collateral owned by the Debtor will be liquidated and sold. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.

1	6	David Thomas CPA	\$225,000.00	Unless the Holder of Allowed Claim agrees to other treatment, the Debtor will pay any arrears owed as of the Effective Date, will reinstate the loan, and will make payments on the loan pursuant to the terms of the loan agreement after the Effective Date.	Impaired. Entitled to vote.
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9	7	Dee Gibbs Revocable Trust	\$215,637.82	Collateral will be liquidated and sold pursuant to the terms of the Stipulation at Dkt. No. 393 and the Order at Dkt. No. 394. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
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19	8	DFS Finance	\$74,611.06	Unless the Holder of Allowed Claim agrees to other treatment, the Debtor will cause any arrears owed as of the Effective Date to be paid, will reinstate the loan, and will make payments on the loan pursuant to the terms of the loan agreement after the Effective Date.	Impaired. Entitled to vote.
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26	9	DLL Finance LLC	\$97,092.21	Collateral will be liquidated and sold pursuant to the terms of the Motion at Dkt. No.	Unimpaired. Not entitled to vote.
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			334. Holder of Allowed Claim will receive proceeds from the sale of the collateral sufficient to satisfy the claim.	
10	Golden 1 Credit Union	\$107,231.19	The Debtor will pay any arrears owed as of the Effective Date, will reinstate the loan, and will make payments on the loan pursuant to the terms of the loan agreement after the Effective Date.	Impaired. Entitled to vote.
11	Harrison Revocable Trust	\$225,000.00	Unless the Holder of Allowed Claim agrees to other treatment, the Debtor will pay any arrears owed as of the Effective Date, will reinstate the loan, and will make payments on the loan pursuant to the terms of the loan agreement after the Effective Date.	Impaired. Entitled to vote.
12	Internal Revenue Service	\$33,143.63	Unless the Holder of Allowed Claim agrees to other treatment, pursuant to and in accordance with section 1129(a)(9)(D) of the Bankruptcy Code, the Holder of Allowed Claim will received Cash in an aggregate amount of such Allowed Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus simple interest at	Unimpaired. Not entitled to vote.

			the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by the Holder of the Allowed Claim.	
13	May Avenue Investments	\$928,923.82	Collateral will be liquidated and sold pursuant to the terms of the Stipulation at Dkt. No. 123 and the Order at Dkt. No. 127. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
14	Rabo Agrifinance LLC	\$3,565,420.15	Collateral will be liquidated and sold pursuant to the terms of the Motion at Dkt. No. 334 and Order at Dkt. No. 431. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
15	Regis Bear Inc.	\$750,000.00	The Debtor will cause any arrears owed as of the Effective Date to be paid, will reinstate the loan, and will make payments on the loan pursuant to the terms of	Impaired. Entitled to vote.

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			the loan agreement after the Effective Date.	
16	Sutter County Tax Collector	\$690,592.78	Certain collateral will be liquidated and sold pursuant to the terms of the Order at Dkt No. 349, 373, 402, 431. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder. With respect to collateral that will not be sold, unless the Holder of Allowed Claim agrees to different treatment, pursuant to and in accordance with section 1129(a)(9)(D) of the Bankruptcy Code, the Holder of Allowed Claim will received Cash in an aggregate amount of such Allowed Claim payable in regular installment payments over a period ending not more than five (5) years after the Petition Date, plus eighteen percent (18%) interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by the Holder of the Allowed Claim. The Holder of the Allowed	Impaired. Entitled to vote.

			Claim shall retain the liens securing its claim.	
17	US Bank National Association, as Custodian/Trustee for Federal Agricultural Corporation programs	\$3,631,796.79	Collateral will be liquidated and sold pursuant to the terms of the Orders at Dkt. Nos. 319, 353, and 373. Holder of Allowed Claim will receive proceeds of the sale in the order of priority of the claim and a deficiency claim in Class 20 General Unsecured Other Claims for any remainder.	Impaired. Entitled to vote.
18	Wells Fargo Bank N.A.	\$379,938.46	The Debtor will cause any arrears owed as of the Effective Date to be paid, will reinstate the loan, and will make payments on the loan pursuant to the terms of the loan agreement after the Effective Date.	Impaired. Entitled to vote.

2. General Unsecured Claims.

There are two Classes of General Unsecured Claims: General Unsecured Other Claims and General Unsecured Guaranty Claims.

a. General Unsecured Guaranty Claims

The following chart lists the Class 19 General Unsecured Guaranty Claims and shows the estimated amount of the claims in the class based on the amount asserted in the proof of claim. The Debtor reserves all rights to object to the amount of each claim pursuant to the procedures set forth herein.

<u>Class</u>	<u>Claim Holder</u>	<u>Amount of Claims (Approx.)</u>	<u>Treatment and Timing of Distributions</u>	<u>Impaired or Unimpaired</u>
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19	Accion Opportunity Fund Community Development	\$74,129.04	Each of the Holders of Class 19 General Unsecured Guaranty Claims holds a secured claim on account of equipment or property owned by one of the Farming Entities and will retain those claims. Holders will receive no Distributions from the Debtor on account of claims in Class 19.	Impaired. Entitled to vote.
	Alliance Funding Group	\$138,659.24		
	Amur Equipment	\$268,556.80		
	Deere and Co.	\$261,960.00		
	DLL Finance LLC	\$26,287.74		
	Financial Pacific Leasing	\$118,498.88		
	First Citizens Bank and Trust Co.	\$470,251.91		
	Hanmi Bank	\$109,990.80		
	M2 Equipment Finance LLC	\$17,607.59		
	Meridian Equipment Finance LLC	\$111,625.22		
	Northland Capital Financial SVC LLC	\$39,157.71		
	Pawnee Leasing Corporation	\$70,661.53		
	Rabo Agrifinance LLC	\$6,341,768.97		
	Regions Bank d/b/a Ascentium Capital	\$31,456.47		
	VCRAF AGIS CALIFORNIA NUTS LLC	\$11,288,396.73		

b. General Unsecured Other Claims

The following chart lists the Class 20 General Unsecured Other Claims and shows the estimated amount of the claims in the class based on the amount asserted in the proof of claim. The Debtor reserves all rights to object to the amount of each claim pursuant to the procedures set forth herein.

<u>Class</u>	<u>Claim Holder</u>	<u>Amount of Claims (Approx.)</u>	<u>Amount and Timing of Distributions</u>	<u>Impaired or Unimpaired</u>
20	American Express National Bank	\$42,998.68	Holders of Class 20 General	Impaired. Entitled to vote.
	Capital One, N.A.	\$88,088.74		

1	Deere & Co.	\$40,960.00	Unsecured Other Claims will receive, on a quarterly basis, their <i>pro</i> <i>rata</i> share of the Debtor's Disposable Income, if any, for the five year term of the Plan.	
2	Balraj, Inderjit, and Mandip Dhillon	\$3,631,796.00		
3	Discover Bank	\$22,787.02		
4	Internal Revenue Service	\$33,956.21		
5	PG&E	\$408,603.64		
6	John Roth	\$106,000.00		
7	Synchrony Bank by AIS InfoSource LP as agent	\$21,206.70		
8	Tri Counties Bank	\$21,152.65		
9	UFS West LLC ²	\$1,890,826.46		
10	U.S. Small Business Administration	\$9,652,903.55		
11	11	11	11	11
12	12	12	12	12
13	13	13	13	13
14	14	14	14	14
15	15	15	15	15
16	16	16	16	16
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3. Interest Holders.

Interest holders are the parties who hold an ownership interest (i.e. equity interest) in the Estate. Mr. Pamma will retain his ownership interests in his Assets in the same manner as they existed on the Petition Date, except to the extent that this Plan contemplates the sale or liquidation of such Assets.

III. MEANS OF EFFECTUATING THE PLAN

On or as soon as practicable after the Effective Date, the following shall occur with respect to implementation of the Plan: (1) all acts, documents and agreements appropriate to implement the Plan shall be executed; (2) the Reorganized Debtor shall make all Distributions required to be made on or about the Effective Date of the Plan in accordance with the terms and conditions of the Plan, and (3) the Reorganized Debtor shall fund reserves required to be funded pursuant to the Plan. Upon the Effective Date, all transactions and matters provided for under the Plan shall be deemed to have been

² While UFS West LLC asserted this claim as secured based on a judgment lien, the lien was recorded within 90 days prior to the Petition Date and is, therefore, avoidable as a preference. As a result, the Debtor has classified the claims as a General Unsecured Other Claim.

1 authorized and approved by the Debtor without any requirement of further action by the
2 Debtor.

3 Unless otherwise expressly provided under the Plan, on the Effective Date, the
4 Debtor's Assets, including, without limitation, all Estate Causes of Action, will vest in the
5 Reorganized Debtor free and clear of all claims, liens, encumbrances, charges and other
6 interests, subject to the provisions of the Plan.

7 After the Effective Date, the Debtor shall continue farming operations on three
8 parcels of property that he is retaining under the Plan, including (1) seven acres in Sutter
9 County with APN 09-211-010 that are used to farm walnuts, (2) eight acres of walnuts
10 located in Sutter County with APN 09-211-030, and (3) five acres and shop buildings
11 located at 725 West Liberty Road, Gridley, CA 95948 with APN 021-160-051. The Debtor
12 will also retain his interests in the acreage and residence at 7840 Lyon Road, Sutter,
13 California until it is sold and the proceeds, after satisfaction of liens and payment of costs
14 of sale, will be distributed to Holders of Allowed Claims. The Debtor will also continue to
15 operate his law practice, the Pamma Law Firm. Through these operations, and after
16 payment of necessary operational and business expenses, the Debtor will make distributions
17 of his Disposable Income to Holders of Allowed Claims in accordance with the treatment
18 provided for under the Plan.

19 **IV. POST CONFIRMATION MATTERS**

20 **A. Estate Causes of Action**

21 **THE DEBTOR HAS NOT COMPLETED HIS INVESTIGATION**
22 **REGARDING THE EXISTENCE OF ESTATE CAUSES OF ACTION. THE**
23 **INVESTIGATION IN THIS REGARD IS ONGOING. AS A RESULT, ALL**
24 **PARTIES-IN-INTEREST ARE HEREBY ADVISED THAT,**
25 **NOTWITHSTANDING THE FACT THAT THE EXISTENCE OF ANY**
26 **PARTICULAR ESTATE CAUSE OF ACTION MAY NOT BE LISTED,**
27 **DISCLOSED OR SET FORTH IN THE PLAN, AN ESTATE CAUSE OF ACTION**
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1 **MAY BE FILED AGAINST ANY CREDITOR OR OTHER PARTY, EXCEPT FOR**
2 **ANY RELEASED OR EXCULPATED PARTY, AS THE REORGANIZED**
3 **DEBTOR MAY DETERMINE, IN THE EXERCISE OF HIS SOLE AND**
4 **ABSOLUTE DISCRETION.**

5 **1. Prosecution of Estate Causes of Action by the Debtor.**

6 Pursuant to the Confirmation Order, on the Effective Date, the Debtor shall have the
7 sole power and authority to prosecute, compromise or otherwise resolve after the Effective
8 Date any and all Estate Causes of Action, including Avoidance Actions.

9 **2. Existing and Potential Estate Causes of Action.**

10 At this time, the Debtor intends to object to the judgment lien of UFS West LLC as
11 a preference because it was recorded within 90 days before the Petition Date.

12 Due to the size, nature and scope of the Debtor's business operations and those of
13 his affiliated Farming Entities and the multitude of business transactions therein, there may
14 be additional Estate Causes of Actions that currently exist, or may subsequently arise, in
15 addition to the matters identified herein. The Debtor is not, and it should not be assumed
16 that, because any existing or potential Estate Causes of Action have not yet been pursued
17 or have not yet been identified by the Debtor, any such Estate Causes of Action have been
18 waived. Under the Plan, the Debtor retains all rights to pursue any and all Estate Causes of
19 Action as deemed appropriate (under any theory of law or equity, including, without
20 limitation, the Bankruptcy Code and any applicable local, state, or federal law, in any court
21 or other tribunal, including, without limitation, in an adversary proceeding filed in the
22 Chapter 11 Case). Existing or potential Estate Causes of Action that may be pursued by the
23 Debtor after the Effective Date, include, without limitation, (i) any and all Estate Causes of
24 Action pursuant to any applicable section of the Bankruptcy Code, including, but not limited
25 to, (a) any claims of the Debtor arising under section 362; (b) turnover claims arising under
26 sections 542 or 543; and (c) any Avoidance Actions; (ii) objections to Claims; (iii) claims
27 that the Estate is entitled to set off or recoup against parties with Claims against the Estate;
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1 and (iv) any action for equitable subordination of any Claim against the Estate pursuant to
2 section 510.

3 **B. Post-Effective Date Professional Fees.**

4 The Reorganized Debtor may employ, without any need to give notice to Holders of
5 Claims or other parties-in-interest or obtain any approval of the Bankruptcy Court, any
6 professional to aid him in performing his duties under the Plan that he deems appropriate in
7 the exercise of his sole and absolute discretion, including professionals who were employed
8 by the Debtor in the Chapter 11 Case. Any professional employed by the Reorganized
9 Debtor after the Effective Date shall be entitled to obtain from the Reorganized Debtor
10 payment of the professional's fees and costs as a Post-Effective Date Plan Expense, in the
11 ordinary course, without any need to give notice to Holders of Claims or other parties-in-
12 interest or to obtain any approval or order of the Bankruptcy Court.

13 **C. Approval for Disposition of Assets.**

14 From and after the Effective Date, the Reorganized Debtor shall be entitled to sell,
15 transfer, assign, encumber or otherwise dispose of any interest in any of the Estate Assets,
16 without any need to give notice to Holders of Claims or parties-in-interest or to obtain any
17 approval or order of the Bankruptcy Court for the disposition of any Asset for an amount
18 equal to or less than \$50,000, regardless of estimated value. Notwithstanding the foregoing,
19 the Reorganized Debtor shall be entitled to seek, from the Bankruptcy Court, an order
20 authorizing the sale of any Estate Asset free and clear of liens pursuant to the provisions of
21 section 363(f).

22 **D. Other Rights, Powers and Duties of Debtor.**

23 In addition to the rights, powers and duties granted expressly to the Debtor pursuant
24 to the Plan, the Debtor shall have such other rights, powers and duties that are appropriate
25 to implement and to carry out the provisions of the Plan for the benefit of Holders of Claims
26 that are not inconsistent with the provisions of the Plan.

27 **V. DISTRIBUTIONS UNDER THE PLAN**

1 **A. In General.**

2 Except as otherwise provided herein, or as may be ordered by the Bankruptcy Court,
3 Distributions to be made on account of Allowed Claims shall be made on or soon as
4 reasonably practicable after the Effective Date, unless the Holder of the Allowed Claim
5 agrees to different treatment. The date(s) for Distributions to be made on account of
6 Allowed Claims shall be selected by the Debtor provided, however, that the date(s) selected
7 shall be made as soon as reasonably practicable after the Effective Date and then, with
8 respect to Distributions to Holders of Class 20 General Unsecured Other Claims on a
9 quarterly basis thereafter and Holders of Allowed Priority Tax Claims on a quarterly basis
10 thereafter.

11 **B. Manner of Payment Under the Plan.**

12 Any payment of Cash made by the Debtor pursuant to the Plan may be made either
13 by check drawn on a domestic bank or by wire transfer from a domestic bank, at the option
14 of the Debtor.

15 **C. Manner of Distribution of Other Property.**

16 Any Distribution under the Plan of property other than Cash, if any, shall be made
17 by the Debtor (or his agent) in accordance with the terms of the Plan.

18 **D. Set-Offs.**

19 The Debtor may set off against any Claim and the payments to be made pursuant to
20 the Plan in respect of such Claim, any claims of any nature whatsoever that the Debtor, may
21 have against the Holder of such Claim; provided that neither the failure to effect such set-
22 off nor the allowance of any Claim that otherwise would be subject to setoff, shall constitute
23 a waiver or release by the Debtor.

24 **E. Distribution of Unclaimed Property.**

25 Except as otherwise provided in the Plan, any Distribution of property (Cash or
26 otherwise) under the Plan which is unclaimed after the later of (i) one hundred eighty (180)
27 days following the Effective Date or (ii) ninety (90) days after such Distribution has been
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1 remitted to the Holder of the Allowed Claim, shall be distributed as provided for under the
2 Plan.

3 **F. De Minimis Distributions.**

4 No cash payment of less than fifty dollars (\$50.00) shall be made by the Debtor to
5 any Holder of a Claim.

6 **G. Saturday, Sunday or Legal Holiday.**

7 If any payment or act under the Plan is required to be made or performed on a date
8 that is not a Business Day, then the making of such payment or the performance of such act
9 may be completed on the next succeeding Business Day, but shall be deemed to have been
10 completed as of the required date.

11 **H. Delivery of Distributions / Address of Holder.**

12 For purposes of all notices and Distributions under the Plan, the Debtor shall be
13 entitled to rely on, and Distributions to Holders of Allowed Claims may be made by regular
14 U.S. first class mail to, the following name and address for the Holder of each such Claim:
15 (a) the address set forth in the proof of Claim Filed by such Holder; or (b) the address set
16 forth in any written notice of address change delivered by the Holder to the Debtor after the
17 date on which any related proof of Claim was Filed. The Debtor shall be under no duty to
18 attempt to locate Holders of Allowed Claims who are entitled to unclaimed Distributions.

19 **I. Creditors' Payment Obligations / Turnover of Property to Debtor.**

20 As a condition to obtaining Distributions under the Plan, any Holder of a Claim from
21 which property is recoverable pursuant to a Final Order of the Bankruptcy Court under
22 sections 542, 543, 550 or 553, or otherwise, or that is a transferee of a transfer avoidable
23 pursuant to a Final Order of the Bankruptcy Court under sections 522, 542, 544, 545, 547,
24 548 or 549, or otherwise, shall pay to the Debtor the amount, or turn over to the Debtor any
25 such property, for which such Holder of a Claim is liable to the Debtor.

1 **VI. RELEASES AND EXCULPATION**

2 **A. Releases by the Debtor.**

3 *In consideration for services rendered to the Estate and for the consideration as*
4 *more fully set forth herein, to the greatest extent permissible by law, and except as*
5 *otherwise specifically provided in this Plan, as of the Effective Date, the Debtor shall be*
6 *deemed to have conclusively, absolutely, unconditionally, irrevocably and forever*
7 *released and discharged each of the Released Parties of and from any and all past,*
8 *present and future legal actions, causes of action, choses in action, rights, demands, suits,*
9 *claims, liabilities, encumbrances, lawsuits, adverse consequences, amounts paid in*
10 *settlement, costs, fees, damages, debts, deficiencies, diminution in value, disbursements,*
11 *expenses, losses and other obligations of any kind, character or nature whatsoever,*
12 *whether in law, equity or otherwise (including, without limitation, those arising under*
13 *Chapter 5 of the Bankruptcy Code and applicable non-bankruptcy law, and any and all*
14 *alter-ego, lender liability, indemnification or contribution theories of recovery, and*
15 *interest or other costs, penalties, legal, accounting and other professional fees and*
16 *expenses, and incidental, consequential and punitive damages payable to third parties),*
17 *whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted*
18 *or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing,*
19 *heretofore existing or which may heretofore accrue against the Debtor or the Released*
20 *Parties (in each case, solely in their capacities as such) occurring from the beginning of*
21 *time to and including the Effective Date related in any way directly or indirectly, arising*
22 *out of, and/or connected with any or all of the Debtor or the Estate; provided, however,*
23 *that notwithstanding the foregoing or any other provision of this Plan, nothing in this*
24 *Plan, or any order confirming this Plan shall affect any causes of action, claims, or*
25 *counterclaims that may be asserted in connection with an objection to a Claim that has*
26 *not been Allowed, in each case as determined by a court of competent jurisdiction.*
27 *Notwithstanding anything to the contrary in this Plan, this Article does not release any*
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1 *post-Effective Date obligations of any party under this Plan or any document, instrument,*
2 *or agreement executed to implement this Plan. Furthermore, nothing in this Plan shall*
3 *affect the liability of any Claims held by any third party against any of the Released*
4 *Parties.*

5 **B. Exculpation.**

6 *None of the Exculpated Parties shall have or incur any liability for any act or*
7 *omission in connection with, related to, or arising out of, the Chapter 11 Case, the*
8 *formulation, preparation, dissemination, implementation, confirmation, or approval of*
9 *this Plan, the administration of this Plan, or any contract, instrument, release, or other*
10 *agreement or document provided for or contemplated in connection with the*
11 *consummation of the transactions set forth in this Plan, provided, however, that the*
12 *foregoing provisions shall not affect the liability of any Person that would result solely*
13 *from any such act or omission to the extent that act or omission is determined by a Final*
14 *Order of the Court to have constituted willful misconduct or gross negligence or breach*
15 *of fiduciary duty; provided further, however, that this provision shall not limit the*
16 *Debtor's obligations under this Plan; provided further, however, that notwithstanding*
17 *the foregoing or any other provision of this Plan, nothing in this Plan, or any order*
18 *confirming this Plan shall affect any causes of action, claims, or counterclaims that may*
19 *be asserted in connection with an objection to a Claim that has not been Allowed, in each*
20 *case as determined by a court of competent jurisdiction.*

21 **C. No Liability for Solicitation or Participation.**

22 *As specified in section 1125(e), Persons that solicit acceptances or rejections of this*
23 *Plan, in good faith and in compliance with the applicable provisions of the Bankruptcy*
24 *Code, shall not be liable, on account of such solicitation or participation, for violation of*
25 *any applicable law, rule, or regulation governing the solicitation of acceptances or rejections*
26 *of this Plan or the offer, issuance, sale, or purchase of securities.*

1 **D. Good Faith.**

2 Confirmation of this Plan shall constitute a finding that the Plan was proposed, and
3 that acceptances of the Plan were solicited, in good faith and in compliance with applicable
4 provisions of the Bankruptcy Code.

5 **VII. MISCELLANEOUS PROVISIONS**

6 **A. Executory Contracts and Unexpired Leases.**

7 **1. Assumptions / Rejections.**

8 On the Effective Date, any and all agreements executed by the Debtor before the
9 Effective Date, other than agreements that were previously either assumed and assigned or
10 rejected either by a Final Order or under Bankruptcy Code Section 365, to the extent that
11 these agreements constitute executory contracts or unexpired leases under Section 365, shall
12 be rejected. The Confirmation Order shall constitute a Final Order approving this rejection.
13 All Allowed Rejection Damage Claims shall be treated as General Unsecured Claims
14 against appropriate subject Debtor under the Plan.

15 **2. Bar Date for Rejection Damages.**

16 Any Rejection Damage Claims arising from rejection under the Plan of an executory
17 contract or unexpired lease must be filed with the Bankruptcy Court and served on the
18 Debtor and his counsel within thirty (30) days after the Effective Date. Any Rejection
19 Damage Claims that are not timely filed and served will be forever barred and unenforceable
20 against the Debtor, the Estate, and his property, and the entities holding these Claims will
21 be barred from receiving any Distributions under the Plan on account of their Rejection
22 Damage Claims. The Debtor shall have the right to object to any such Rejection Damage
23 Claims; provided, however, that any such objections must be served and filed not later than
24 one hundred eighty (180) days after the Effective Date.

25 **B. Headings.**

26 Headings are used in the Plan for convenience and reference only, and shall not
27 constitute a part of the Plan for any other purpose.

1 **C. Binding Effect.**

2 The Plan shall be binding upon and inure to the benefit of the Debtor's Estate,
3 Holders of Claims, and their respective successors or assign.

4 **D. Governing Law.**

5 Unless a rule of law or procedure is supplied by (1) federal law (including the
6 Bankruptcy Code and Bankruptcy Rules), or (2) an express choice of law provision in any
7 agreement, contract, instrument or document provided for, or executed in connection with,
8 this Plan, the rights and obligations arising under the Plan and any agreements, contracts,
9 documents and instruments executed in connection with this Plan shall be governed by, and
10 construed and enforced in accordance with, the laws of the State of California without
11 giving effect to the principles of conflict of laws thereof.

12 **E. Other Documents and Actions.**

13 The Debtor prior to and after the Effective Date may execute such other documents
14 and take such other actions as may be necessary or appropriate to effectuate the transactions
15 contemplated under this Plan.

16 **F. Notices.**

17 Any notice to the Debtor required or permitted to be provided under the Plan shall
18 be in writing and served by either (1) certified mail, return receipt requested, postage
19 prepaid, (2) hand delivery, or (3) reputable overnight delivery service, freight prepaid, to be
20 addressed as follows:

21 Bernard R. Given
22 Loeb & Loeb LLP
23 10100 Santa Monica Blvd., Suite 2200
24 Los Angeles, California 90067
25 Tel: (310) 282-2000
26 Email: bgiven@loeb.com

27 **G. Severability of Plan Provisions.**

28 If, prior to Confirmation, any term or provision of the Plan is found by the
Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the
power to alter and interpret such term or provision to make it valid or enforceable to the

1 maximum extent practicable, consistent with the original purpose of the term or provision
2 held to be invalid, void or unenforceable, and such term or provision shall then be applicable
3 as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the
4 remainder of the terms and provisions of the Plan shall remain in full force and effect and
5 shall in no way be affected, impaired or invalidated by such holding, alteration or
6 interpretation. The Confirmation Order shall constitute a judicial determination and shall
7 provide that each term and provision of the Plan, as it may have been altered or interpreted
8 in accordance with the foregoing, is valid and enforceable pursuant to its terms.

9 **H. Successors and Assigns.**

10 The rights, benefits, and obligations of any entity named or referred to in the Plan
11 shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators,
12 successors, and assigns of such entity.

13 **I. Effectiveness of Court Orders.**

14 All orders and judgments, including injunctions, entered by the Bankruptcy Court
15 during the Chapter 11 Case, and in existence on the Confirmation Date, shall remain in full
16 force and effect from and after the Effective Date, to the extent not inconsistent with the
17 provisions of this Plan or the Confirmation Order.

18 **J. No Waiver.**

19 Neither the failure to list a Claim in the Schedules filed by the Debtor, the failure to
20 object to any Claim for purposes of voting, the failure to object to a Claim or Administrative
21 Claim prior to the Effective Date, the failure to assert an Estate Cause of Action prior to the
22 Effective Date, nor any action or inaction with respect to a Claim, Administrative Claim, or
23 Estate Cause of Action, other than a legally effective express waiver or release, shall be
24 deemed to be a waiver or release of the right of the Debtor to object to or examine such
25 Claim or Administrative Claim, in whole or in part, or retain and assert, pursue, prosecute,
26 litigate, or otherwise enforce any Estate Cause of Action.

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L. Inconsistencies.

M. Implementation of Section 1142 of the Bankruptcy Code.

N. Retention of Jurisdiction.

1. To hear and determine pending motions for the assumption, rejection and assignment, or rejection of executory contracts or unexpired leases, are pending as of the Effective Date, the determination of any cure payments and thereto, and the allowance or disallowance of Claims resulting therefrom;

1 **2.** To determine any and all adversary proceedings, applications,
2 motions, and contested matters instituted prior to the closing of the Chapter 11 Case;

3 **3.** To ensure that Distributions to Holders of Allowed Claims are
4 accomplished as provided in the Plan;

5 **4.** To hear and determine any objections to Administrative Claims and to
6 proofs of Claims filed both before and after the Effective Date (including, without
7 limitation, whether all or any part of any Claim set forth in any such proof of Claim
8 or Administrative Claim is subject to partial or complete subordination pursuant to
9 applicable law), and to allow or disallow any Disputed Claim in whole or in part,
10 provided, however, that, for the avoidance of doubt, the Reorganized Debtor may
11 settle or compromise (including by set-off) any Disputed Claim without further
12 Order of the Court;

13 **5.** To hear and determine all applications for compensation and
14 reimbursement of expenses of Professional Persons under Sections 330, 331, and
15 503(b);

16 **6.** To hear and determine any disputes arising in connection with the
17 interpretation, implementation, execution, or enforcement of the Plan, the
18 Confirmation Order, or any other order of the Bankruptcy Court;

19 **7.** To hear or determine any action to recover assets of the Estate,
20 wherever located;

21 **8.** To hear and determine any actions or matters related to Estate Causes
22 of Action, whether or not such actions or matters are pending on the Effective Date;

23 **9.** To hear and determine any matters concerning state, local, and federal
24 taxes in accordance with Sections 346, 505, and 1146;

25 **10.** To hear and determine any objections to the allowance of Claims or
26 Administrative Claims, whether filed before or after the Confirmation Date,
27 including any objections to the classification of any Claim, and any proceedings to
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allow, disallow, determine, liquidate, estimate, or establish the priority or the secured or unsecured status of any Claim, or to establish reserves pending the resolution of Disputed Claims;

11. To hear and determine any proceeding to modify the Plan, after confirmation of the Plan, and, if in the best interests of Holders of Claims, modification of the Plan even after the Plan has been substantially consummated;

12. To consider the issuance of injunctions or other orders as may be necessary or appropriate to aid in the implementation of the Plan or to restrain interference by any entity with the consummation or the enforcement of the Plan;

13. To hear any other matter not inconsistent with the Bankruptcy Code;

14. To hear any other matter deemed relevant by the Bankruptcy Court;
and

15. To enter a final decree closing the Chapter 11 Case.

VIII. EFFECTIVENESS OF THE PLAN

A. Conditions Precedent.

The Effective Date shall not occur until the following condition(s) (the “Conditions Precedent”) have been satisfied or waived:

1. the Bankruptcy Court shall have entered an order granting approval of the Disclosure Statement and finding that it contains adequate information pursuant to section 1125 of the Bankruptcy Code and that order shall have become a Final Order;

2. the Bankruptcy Court shall have entered a Confirmation Order that is in form and substance satisfactory to the Debtor;

3. the Confirmation Order shall have become a Final Order; and

4. no stay of the Confirmation Order is in effect.

1 **B. The Effective Date.**

2 The Plan will not be consummated or become binding unless and until the Effective
3 Date occurs. The Effective Date will be the first day on which all Conditions Precedent
4 have been satisfied or waived. In no event shall the Effective Date occur later than the
5 thirtieth (30th) day following the entry of the Confirmation Order. If all Conditions
6 Precedent have not been satisfied prior to the thirtieth (30th) day following the entry of the
7 Confirmation Order, on the thirtieth (30th) day following the entry of the Confirmation
8 Order, all Conditions Precedent shall be deemed immediately waived. Any action to be
9 taken on the Effective Date may be taken on or as soon as reasonably practicable after the
10 Effective Date.

11 **C. Confirmation Request.**

12 In the event that all of the applicable requirements of section 1129(a) are met other
13 than section 1129(a)(8), the Debtor requests confirmation of the Plan under Section
14 1129(b). The Debtor will provide further support for Confirmation of the Plan under the
15 “cram down” provisions of section 1129(b) in its brief to be filed in support of the Plan.

16 **D. Notice of the Effective Date.**

17 As soon as practicable after the Effective Date has occurred, the Debtor shall file
18 with the Bankruptcy Court an informational notice specifying the Effective Date, as a matter
19 of record.

20 **IX. EFFECT OF CONFIRMATION**

21 **A. Discharge.**

22 To the fullest extent provided under section 1141(d)(1)(A) and other applicable
23 provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or
24 the Confirmation Order, effective as of the Effective Date, all consideration distributed
25 under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge,
26 and release of, all Claims and Causes of Action of any kind or nature whatsoever against
27 the Debtor or any of his assets or properties, and regardless of whether any property shall
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1 have been distributed or retained pursuant to this Plan on account of such Claims or Causes
2 of Action.

3 Except as otherwise expressly provided by this Plan or the Confirmation Order, upon
4 the Effective Date, the Debtor and his Estate shall be deemed discharged and released under
5 and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable
6 provisions of the Bankruptcy Code from any and all Claims of any kind or nature
7 whatsoever. For avoidance of doubt, the Plan is the sole means for resolving, paying or
8 otherwise dealing with Claims. To that end, except as expressly provided in the Plan, at all
9 times on and after the Effective Date, all Persons will be permanently enjoined from taking
10 any of the following actions against the Debtor, the Estate, or his property (other than
11 actions brought to enforce any rights or obligations under the Plan):

12 a. commencing, conducting or continuing in any manner, directly or
13 indirectly any suit, action, or other proceeding of any kind against the Debtor and/or Estate,
14 his successors, or their respective property or assets (including, without limitation, all suits,
15 actions, and proceedings that are pending as of the Effective Date which will be deemed to
16 be withdrawn or dismissed with prejudice);

17 b. enforcing, levying, attaching, executing, collecting, or otherwise
18 recovering by any manner or means whether directly or indirectly any judgment, award,
19 decree, or order against the Debtor, his Estate, or his successors, or his respective property
20 or assets;

1 c. creating, perfecting, or otherwise enforcing in any manner, directly or
2 indirectly, any lien, security interest or encumbrance against the Debtor, his Estate, or his
3 successors, or their respective property or assets;

4 d. proceeding in any manner in any place whatsoever against the Debtor,
5 his Estate, the or his successors, or their respective property or assets that does not conform
6 to or comply with the provisions of the Plan; and

7 e. asserting any setoff, right of subrogation, surcharge, or recoupment of
8 any kind against any obligation due the Debtor, or his successors or assigns.

9 **B. Revesting of Property in the Debtor.**

10 As set forth above, except as expressly provided under the Plan, on the Effective
11 Date, the Debtor's Assets, including, without limitation, all Estate Causes of Action, will
12 vest in him as Reorganized Debtor subject to the provisions of the Plan.

13 **C. Withdrawal or Modification of Plan.**

14 Prior to the Effective Date, the Plan may be withdrawn by the Debtor or may be
15 altered, amended, or modified pursuant to Section 1127 by the Debtor.

16 **D. Post-Confirmation Status Report.**

17 Within 180 days after the entry of the Confirmation Order, the Debtor shall file a
18 status report with the Court explaining what progress has been made toward consummation
19 of the confirmed Plan. The status report shall be served on the UST and those parties who
20 have requested special notice. Further status reports shall be filed every 365 days or as
21 otherwise directed by the Bankruptcy Court and served on the same parties.

22 **E. Quarterly Fees.**

23 All quarterly fees due and payable to the Office of the United States Trustee pursuant
24 to section 1930(a)(6) of title 28 of the United States Code shall be duly paid in full on or
25 before the Effective Date, as required by section 1129(a)(12). The Debtor shall be
26 responsible for timely payment of such quarterly fees due and payable after the Effective
27 Date and until the Chapter 11 Case is closed, pursuant to section 1930(a)(6) of title 28 of
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1 the United States Code, with respect to cash disbursements made by the Debtor under the
2 Plan. After the Effective Date and until the Chapter 11 Case is closed, the Debtor shall file
3 with the Office of the United States Trustee monthly financial reports specifying all
4 disbursements made pursuant to the Plan and shall make all payments based upon such
5 disbursements as required by applicable law.

6 **F. Final Decree.**

7 Pursuant to FRBP 3022, a final decree may not be entered until a bankruptcy case is
8 fully administered. The Bankruptcy Court may, however, allow a final decree to be entered
9 at an earlier date for cause shown.

10 Dated: April 29, 2025

Respectfully submitted,

11 /s/ Sukhraj S. Pamma

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13 Sukhraj S. Pamma
Debtor and Debtor-in-Possession

14 PRESENTED BY:

15 LOEB & LOEB LLP

16
17 By: /s/ Bernard R. Given
18 BERNARD R. GIVEN

19 Counsel for Chapter 11 Debtor and
20 Debtor-in-Possession