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UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF CALIFORNIA
 SACRAMENTO DIVISION

In re:

SUKHRAJ S. PAMMA dba SUKHRAJ S.
 PAMMA FARMS,

Debtor.

Case Nos.: 24-23489-B-11

Chapter 11

**REPLY TO OBJECTION OF RABO
 AGRIFINANCE LLC TO SECOND
 INTERIM FEE APPLICATION OF
 DEBTOR’S COUNSEL LOEB &
 LOEB LLP FOR ALLOWANCE AND
 PAYMENT OF COMPENSATION
 AND REIMBURSEMENT OF
 EXPENSES FOR THE PERIOD OF
 APRIL 1, 2025 THROUGH
 DECEMBER 31, 2025**

DC No.: BRG-19

Date: February 24, 2026

Time: 11:00 a.m.

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

Judge: Hon. Christopher D. Jaime

**TO THE HONORABLE CHRISTOPHER D. JAIME, UNITED STATES
BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE,
AND ALL INTERESTED PARTIES:**

COMES NOW, Loeb and Loeb, LLP and files this, its Reply to the Objection of Rabo Agrifinance LLC (“Rabo”) to the Second Interim Fee Application (“Fee Application”) and in support shows the Court as follows:

1. On January 27, 2026, Loeb filed its Second Interim Fee Application.
2. Prior to the Objection deadline, the United States Trustee contacted the undersigned counsel requesting a voluntary reduction in the amount of \$11,574.90 in fees and \$127.44 in expenses. Counsel agreed and filed its Notice of Voluntary Reduction on February 6, 2026 [Dkt. 707].
3. On the last day for filing objections, Rabo filed its Objection to the Second Interim Fee Application. As has been the case throughout this Chapter 11 proceeding, Rabo was the only creditor that filed an objection to Loeb’s Fee Application.
4. The most notable part of Rabo Agrifinance’s objection is that it does not object in any fashion to the nature of fees and expenses, services provided or results obtained for the benefit of the Creditors of the Estate. Instead it asks this Court to continue the hearing on the Fee Application until the Examiner files his Fee Application.
5. As the Court will recall, in connection with the AgWest Sales, Loeb, on behalf of the Debtor, successfully obtained a settlement in the amount of \$550,000 which has been exclusively used to pay administrative expenses of the Estate. As the Court recalls, Rabo objected to that Stipulation as well in an attempt to again deny Loeb compensation for representing the Debtor as a means of punishing Loeb and the Debtor. The Court overruled Rabo Agrifinance’s objection on the condition that administrative expenses be paid equally. These payments were made. In this regard, there remains \$240,000 in a separate escrow account to pay future administrative expenses. This is more than sufficient to pay the Examiners fees, a portion of Loeb’s outstanding fees and

1 expenses and all United States Trustees fees. As of February 15, 2026 the Examiner's fees
2 were \$37,520.

3 6. Rabo conflates and confuses approval of a Fee Application with ordering
4 payment thereon. In approving the First Interim Fee Application, the Court conditioned
5 payment of Loeb fees on ensuring that all administrative expenses were equally paid.
6 That should be the same course of action here, rather than simply delaying and denying
7 Loeb its justly earned fees and expenses.

8
9 **WHEREFORE, PREMISES CONSIDERED**, Loeb & Loeb LLP respectfully
10 pray that the Court overruled the objection of Rabo Agrifinance to its Second Interim Fee
11 Application, approve its fees and expenses in the reduced amount pursuant to the Notice
12 of Voluntary Fee Reduction agreed to with the United States Trustee Office and
13

14 **GRANT** such other and further relief as is just and proper.
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17 Dated: February 17, 2026

LOEB & LOEB LLP

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19 /s/ Bernard R. Given II

20 Bernard R. Given II

21 *Attorneys for the Debtor and*
22 *Debtor-in-Possession*
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