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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 No.: 24-23489
[Assigned to The Honorable Christopher D. Jaime]
Chapter 11
DCN: FDA-4
Date: December 16, 2025
Time: 11:00 AM
Place: United States Bankruptcy Court
501 "I" Street, 6th Floor
Courtroom 32, Department B
Sacramento, California
Judge: Honorable Christopher D. Jaime

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION TO
APPOINT A CHAPTER 11 TRUSTEE OR, IN THE ALTERNATIVE, AN EXAMINER**

I. INTRODUCTION

Rabo AgriFinance LLC ("Rabo") files this motion (the "Motion") to appoint a chapter 11 trustee or, in the alternative, an examiner in Sukhraj S. Pamma's (the "Debtor") chapter 11 bankruptcy case. This Motion is not brought lightly: the Court previously denied Rabo's motion to convert or, alternatively, appoint a chapter 11 trustee.¹ In its initial Motion, Rabo raised Debtor's delay in proposing a Plan and Disclosure Statement and closing on his proposed property sales as the basis for the Motion. So, what has changed?

Through Debtor's recent filings in support of his Motion to Surcharge AgWest's collateral proceeds, Rabo discovered Debtor failed to disclose a personal, prepetition bank account containing a significant balance,² continued to use that undisclosed account post-petition for at least two

¹ See Order Denying Motion to Convert or, in the Alternative, Appoint a Chapter 11 Trustee, at Docket No. 490.

² The amounts are still unknown, but hundreds of checks totaling in excess of \$1,000,000 were written by Debtor on the Account post-petition. This amount does not include electronic transfers in excess of an additional \$1,000,000.

1 months, paid prepetition and possibly post-petition creditors from the undisclosed account,
2 continued to operate his farming operations through his undisclosed account without disclosure of
3 those operations to the Court or creditors, and **then transferred hundreds of thousands of dollars**
4 **from the prepetition account to Debtor's wholly-owned entities.** Debtor then operated his
5 farming operations through those wholly-owned entities using the transferred funds outside of this
6 chapter 11 case. Debtor is using his wholly-owned LLCs to play a shell game, and every creditor
7 is paying the price. This information makes it necessary to question everything that Debtor has
8 ever told his creditors and this Court.

9 Not only has Debtor committed a fraud on the Court, but Debtor appears to have utilized
10 Rabo's cash collateral without Rabo's permission or a Court order and then converted that very
11 same cash collateral by transferring it to his related entities. Debtor's fraud, breach of fiduciary
12 duty and conversion, during the pendency of this case, warrants the immediate appointment of a
13 chapter 11 trustee to investigate and recover the amounts converted and transferred to the related
14 entities, third parties and creditors. Debtor has already shown he cannot be trusted to act for the
15 benefit of his creditors and apparently does not take seriously his fiduciary duties of disclosure or
16 transparency. As such, the immediate appointment of a chapter 11 trustee is required to determine
17 the extent of Debtor's fraud, conversion and breaches of fiduciary duty, and then recover the
18 amounts fraudulently transferred and converted for the benefit of creditors.

19 Alternatively, the Court should appoint an examiner to investigate the undisclosed bank
20 account(s), determine how and where funds from that account, and possibly others, were diverted,
21 and investigate whether any assets nominally owned by Debtor's wholly-owned LLCs are more
22 properly characterized as property of the Estate.

23 II. JURISDICTION AND VENUE

24 The Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334. This
25 matter is a core proceeding under 28 U.S.C. § 157(b)(2)(A). Venue is proper in this Court pursuant
26 to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for relief requested herein are
27 section 11104 of title 11 of the United States Code (the "Bankruptcy Code"),³ Rules 2002 and
28 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and LBR 2015-2.

³ Unless otherwise stated, all references to any section or chapter are to the Bankruptcy Code.

III. FACTUAL BACKGROUND

On August 7, 2024, Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the Bankruptcy Code. *See* Docket No. 1.

Debtor owns a number of real properties and interests in affiliated entities. *See* Docket No. 88; *see also* Docket No. 31, at 20 (identify interests in non-debtor affiliates). Debtor earns income as an attorney and from farm operations.⁴ *See, e.g.,* Docket No. 32, at 2 (stating Debtor conducts farming operations); *see also* Docket No. 108, at 31 (showing \$15,350.00 from legal fees); and *see* Docket No. 340, at 25 (showing \$7,825 from legal fees). Debtor's farming operations are conducted through non-debtor affiliates in which he holds a controlling interest. *See* Docket No. 32, at 2 ("The Debtor owns a number of parcels of real estate and various entities through which he conducts substantial farming operations.").

Debtor alleges he filed for bankruptcy because he was "experiencing financial difficulty due to low commodity prices and higher interest rates and costs." *Id.* Debtor allegedly plans to reorganize around a handful of properties "that are integral to his continued farming operations." *Id.* During the first couple of months of this bankruptcy case, Debtor focused on "completing a successful harvest." *Id.* Debtor then started to "sell certain [over-encumbered] parcels of land to reduce his secured debt" with the hope of "engag[ing] in a constructive dialogue with his secured lenders." *Id.*; *see also* Docket.

As part of his plan to sell the overencumbered real property, on January 28, 2025, Debtor filed a *Motion for Order Authorizing Debtor to Sell Real Properties Located in Butte and Sutter Counties Compromising 619 Acres*. *See* Docket No. 260. The 619 acres to be sold constituted the collateral of secured creditor AgWest (the "AgWest Collateral"). *Id.* On March 12, 2025, the Court granted Debtor's Motion and the AgWest Collateral was ultimately sold. *See* Docket Nos. 349 and 435.

Thereafter, Debtor filed his *Motion for Entry of Order (I) Authorizing the Debtor to Surcharge Proceeds of AgWest Properties Sale*, and (II) *Granting Related Relief* by which he sought to recover monies he and his related entities expended to farm and maintain the AgWest

⁴ The Court previously raised the issue of whether Debtor is a "farmer" within the meaning of Section 101(20) but never decided the issue.

1 Collateral (“Motion to Surcharge”). *See* Docket No. 542. On September 9, 2025, AgWest filed its
 2 Opposition to Debtor’s Motion to Surcharge and argued, among other things, Debtor’s Motion to
 3 Surcharge should be denied because it failed to cite any evidence in support of the claimed
 4 operational expenses. *See* Docket No. 556.

5 In response to AgWest’s Opposition, Debtor filed his Reply and two supporting
 6 declarations. *See* Docket Nos. 567, 568 and 569. One declaration, that of the “bookkeeper for the
 7 Debtor and his affiliated entities”, Brad Harrison, was supported by over 2,000 pages of exhibits
 8 (the “Exhibits”). *See* Docket Nos. 570-571, 583, 585, 588-594, and 597-605. Among the Exhibits
 9 submitted by Debtor were bank statements and cancelled checks offered to support the operating
 10 expenses for which he sought to surcharge the AgWest Collateral Proceeds. *See, e.g.*, Req. Jud.
 11 Ntc., at exhs. A-B.⁵

12 Although the bank statements and cancelled checks are scattered throughout the Exhibits
 13 and are therefore difficult to follow, when read together by date, they clearly show Debtor
 14 maintained and used a prepetition bank account at Five Star Bank after the Petition Date, August
 15 7, 2024. *Id.* In his Schedules, Debtor only disclosed a single bank account at Citizen’s Business
 16 Bank containing \$200. *See* Docket No. 88, at Question 17.1. However, in support of his Motion
 17 to Surcharge, Debtor submitted copies of cancelled checks and bank statements from Account
 18 XXX2769 (“Account 2769”) and Account XXX4036 (“Account 4036”) at Five Star Bank.⁶ *See*
 19 Req. Jud. Ntc., exh. A, at RAF00081-1952; *see also id.* at exh. B. Despite having amended
 20 Schedule A/B and then filed check copies and bank statements in support of the Motion to
 21 Surcharge, Debtor *still* never disclosed Account 2769.⁷

22 More importantly, the Exhibits to Debtor’s Motion to Surcharge show Debtor continued to
 23 use Account 2769 to operate his farming operations and pay prepetition and post-petition creditors,
 24 without Court permission, after the commencement of this case. Of the checks attached to Mr.
 25 Harrison’s declaration, 450 cleared Account 2769 in August, 305 in September and 13 in October,
 26 totaling approximately \$1,109,522.16.⁸ *See* N. Acevedo decl., at ¶ 7; *see also id.* at exh. A. Debtor

27 ⁵ Rabo has collected and collated the cancelled checks and bank statements. The Docket numbers remain in the upper right-hand
 28 corner of each page and are also bates-stamped, and in order by statement date and check date.

⁶ Although the documents filed by Debtor failed to redact the account numbers, Rabo has redacted the account numbers in
 compliance with Fed. R. Bankr. P. 9037 and LBR 9037-1.

⁷ LBR 5012(a) requires that the debtor-in-possession close prepetition bank and deposit accounts and open new accounts.

⁸ Obviously, further investigation will likely reveal additional checks, withdrawals and transfers from Account 2769.

1 also made numerous electronic transfers and withdrawals from Account 2769, including transfers
2 exceeding \$650,000 in August 2024 alone. *Id.* at RAF00081-83; *see also* Docket No. 575, at pp.
3 5-7.

4 None of these transfers were disclosed in Debtor's Monthly Operating Reports ("MOR").⁹
5 In Debtor's August 2024 MOR, Debtor disclosed a \$14 Cash Balance at the beginning of the month.
6 *See* Docket No. 41. Debtor also declared that no payments had been made on prepetition debt. *Id.*
7 at Part 7(a). However, Debtor's August 2024, Account 2769, bank statement shows two entries
8 reflecting "Funds Transfer via Online" on August 8, 2024, in the amount of \$33,891 and \$35,201,
9 respectively. *See* Req. Jud. Ntc., exh. A, at RAF00081. On August 12, 2024, Debtor also made
10 four electronic payments to "Amex Epayment" in the amounts of \$1,343.22, \$1,742.92, \$3,810.00
11 and \$3,982.05, respectively.¹⁰ *Id.* Other post-petition electronic transfers to prepetition creditors
12 are shown in Debtor's August 2024 Account 2769 bank statements. *Id.* at RAF00081-83

13 Debtor's transfers accelerated in September 2024. From September 5-6, 2024, Debtor made
14 transfers from Account 2769 of \$66,103, \$69,956, \$70,331, \$69,698, and \$70,381. *Id.* at
15 RAF00085; *see also* Docket 575, at p. 9 [RAF00085]. Similar transfers were made from September
16 13-24, 2024, and totaled nearly \$350,000. *Id.*

17 Where did this money come from? The September 2024 bank statement for Account 2769
18 shows a series of "Wire Transfer Credit[s]" from Bonanza Farms, LLC, to Account 2769. *See* Req.
19 Jud. Ntc., exh. A, at RAF00084; *see also* Docket 575, at p. 8 [RAF00084]. "Bonanza Farms, LLC"
20 is one of Debtor's "Controlled Non-Debtor Entit[ies]" in which he owns a 100% interest. *See*
21 Docket No. 33, *Periodic Report Regarding Value, Operations and Profitability of Entities in Which*
22 *the Debtor's Estate Holds a Substantial or Controlling Interest*.

23 Once the monies were deposited in Account 2769, Debtor then transferred monies to other
24 related entities. For example, Debtor wrote a check, that cleared on September 10, 2024, to Sutter
25 Buttes Mercantile ("SBM") in the amount of \$62,129. *See* Docket No. 592, at p. 45 [RAF00760].
26 SBM is another entity in which Debtor holds a 90% controlling interest. *See* Docket No. 33. Debtor
27 even withdrew \$550.00 from Account 2769 by writing a check to "Cash". *See* Docket No. 592, at
28

⁹ Each MOR was executed under penalty of perjury.

¹⁰ Debtor's Schedule E/F only lists one debt to American Express in the amount of \$1,000.

1 p. 45 [RAF00760].

2 None of the September 2024 electronic transfers or checks drawn on or made from Account
3 2769 were disclosed in Debtor's September 2024 MOR. *See* Docket No. 65. There, Debtor showed
4 a cash balance at the beginning of the month of only \$2,535. *Id.* at Part 1(a). Debtor again declared
5 no payments were made on prepetition debt and no payments were made outside the ordinary course
6 of business without court approval. *Id.* at Part 7(a)-(b). Both representations were demonstrably
7 false.

8 In addition to Account 2769, the Exhibits show Debtor operated his farming operations and
9 paid personal living expenses through another bank account in the name of West Horizon Farms,
10 LLC ("WHF"). WHF is another limited liability company owned entirely by Debtor. *See* Docket
11 No. 33, *Periodic Report Regarding Value, Operations and Profitability of Entities in Which the*
12 *Debtor's Estate Holds a Substantial or Controlling Interest*. Note that at Debtor's 341 meeting,
13 Debtor was questioned under oath about the fact that his stated monthly living expenses exceeded
14 his stated monthly income. When asked to explain that apparently unsustainable situation, Debtor
15 explained that he lived in a multigenerational home and his parents sometimes pitched in to cover
16 expenses. Debtor never mentioned that he used funds belonging to West Horizon Farms, LLC (or
17 any other entity) to cover that shortfall. But, clearly, notwithstanding his testimony, he did. *See* J.
18 Waste decl., at ¶¶ 3-4.

19 In addition to paying Debtor's creditors, WHF also transferred monies directly to Debtor
20 to pay his professionals without proper disclosure. The Court will recall that on September 25,
21 2024, Debtor sought employment of Donlin, Recano & Company, Inc. ("DRC") as Claims and
22 Noticing Agent ("Motion to Employ DRC"). *See* Docket No. 51. On October 22, 2024, the Court
23 denied the Motion. *See* Docket No. 68. On November 19, 2024, the Court entered an Order to
24 reconsider the Order denying the Motion to Employ DRC. *See* Docket No. 120. On December 11,
25 2024, the Court granted the Motion to Employ DRC. *See* Docket No. 137.

26 When Debtor's Motion to Employ DRC was filed, he faced an obvious problem: how to
27 pay for DRC. Recall that Debtor began September with only \$2,535. Debtor's solution? Cause
28 WHF to transfer the money necessary to pay DRC to PAMMA through Account 4036. To that

1 end, on or about September 24, 2024, WHF [i.e., Debtor] wrote a check, signed by PAMMA, to
2 Debtor in the amount of \$15,150.00. *See* Docket No. 585, at p. 33 [RAF00246]. That check was
3 apparently deposited into the DIP account because the September 2024 MOR shows Total
4 “Receipts” of \$15,176. *See* Docket No. 65, at 1(b). Elsewhere, the MOR shows monthly income
5 of \$26, which accounts for the monthly Income of \$26 and the \$15,150 Debtor transferred from
6 WHF to himself. *Id.* at 4(a). The September MOR does not characterize the “receipt” of the \$15,150
7 from WHF other than money received. Was it a loan? A gift? The MOR is silent. Once received,
8 on September 27, 2024, Debtor transferred the \$15,000 received from WHF to DRC by wire
9 transfer. *Id.* at p. 46.¹¹

10 Debtor also used Account 4036 (and Account 2769) to pay his personal creditors outside of
11 this Chapter 11 case. For example, Debtor’s Schedule D lists Wells Fargo Bank (“WFB”) as a
12 secured creditor with a claim of \$360,000 against unnamed “Real Estate”. *See* Docket No. 31, at
13 Item 2.71. Debtor’s *Disclosure Statement Describing Debtor’s First Amended Chapter 11 Plan of*
14 *Reorganization* (“Disclosure Statement”) indicates Debtor plans on retaining his interest in the real
15 property at 7840 Lyon Street, Sutter, California (the “Lyon Street Property”). *See* Docket No. 441,
16 at p. 20. Debtor indicated in his Disclosure Statement the WFB lien on the Lyon Street Property
17 was for \$379,938.46. *Id.* WFB’s Proof of Claim is in accord. *See* Claims Register, at Claim 13-
18 1.

19 Debtor never paid the WFB debt from the DIP account. Instead, he used Account 2769 and
20 Account 4036 to pay the monthly payments outside of this Chapter 11. For example, on August
21 21, 2024, Debtor transferred \$2,660.55 from Account 2769 to pay “WF Home Mtg”. *See* Docket
22 No. 575, at p. 7 [RAF00083]. Likewise, on October 3, 2024, Debtor used Account 4036 to pay
23 “WF HOME MTG” \$2,660.55. *Id.* at p. 10 [RAF00086]. The WFB payments from Account 4036
24 continued through at least March 17, 2025. *See* Docket No. 577, at pp. 6 and 8 [RAF00103 and
25 RAF00105]; *see also* Docket No. 598, at p. 155 [RAF01158].

26 Similarly, Debtor has never deposited rents from his rental into the DIP account, made the
27 payment on the rental from that DIP account, or reflected the rents in his MORs. In his Disclosure
28

¹¹ Debtor does not list DRC or the amounts it has been paid, if anything, in his MORs. *See, e.g.,* Docket No. 620 [listing only Napier & Follett, LLC, and Debtor’s counsel as employed professionals].

1 Statement, Debtor states, “the Debtor will retain the five acres and shop buildings located at 725
2 West Liberty Road, Gridley, CA with APN 021-160-051.” *See* Docket No. 441, at 20:21-22.
3 Exhibit A to the Disclosure Statement has a one-page document entitled, “West Liberty Property
4 Projections”. *Id.* at exh. A. Debtor projects rental income of \$3,000 per month from West Liberty
5 and indicates the mortgage payment is \$2,500 per month. However, no rental income was ever
6 deposited in the DIP accounts and no mortgage payments were ever made from the DIP accounts.
7 What happened to the rental income and who has been making the payments during this chapter
8 11?

9 IV. LAW AND ARGUMENT

10 A. **The Court Should Appoint a Chapter 11 Trustee to Investigate and Determine** 11 **Debtor’s Post-Petition Use of Account 2769 and Any Other Accounts Controlled by** **Debtor.**

12 Section 1104, subdivision (a), provides that after the commencement of the case but before
13 the confirmation of a plan, on request of a party in interest, and after notice and a hearing, the court
14 “shall order the appointment of a trustee – (1) for cause, including fraud, dishonesty, . . . either
15 before or after the commencement of the case, or similar cause . . . or (2) if such appointment is in
16 the interests of creditors . . .” 11 U.S.C. § 1104(a). Section 1104 does not limit the court’s power
17 to appoint a trustee when it is necessary to protect the rights of creditors and to prevent fraud on
18 the court. In re Hotel Associates, Inc., 7 B.R. 130, 133 (Bankr. E.D.Penn 1980). “Cause” for
19 appointment, including fraud or dishonesty, may be based on such acts before or after
20 commencement of the case. In re U.S. Communications of Westchester, Inc., 123 B.R. 491, 495
21 (Bankr. S.D.N.Y. 1991).

22 Although Section 1104(a) does not expressly authorize a bankruptcy judge to appoint a
23 trustee *sue sponte*, bankruptcy courts have found such appointments proper in appropriate
24 circumstances pursuant to 11 U.S.C. § 105(a). Allen v. King, 461 B.R. 709, 710 (D.Mass. 2011),
25 citing In re Bibo, Inc., 76 F.3d. 256, 258 (9th Cir. 1996).

26 As shown above, Debtor failed to properly disclose Account 2769 and then transferred
27 millions of dollars into and out of Account 2769, all while representing to the Court and his
28 creditors that his income was *de minimis*. *See*, e.g., Debtor’s MORs. In his Schedules, Debtor

1 failed to disclose the existence of Account 2769 or his continued use of that Account to operate his
2 farming businesses. Debtor also used Account 2769 to pay prepetition creditors and then filed
3 MORs declaring that no prepetition creditors were being paid. Debtor has perpetrated a fraud on
4 this Court and the appointment of a trustee is necessary and appropriate to investigate the fraudulent
5 transfer and conversion of Estate funds and otherwise protect the interests of creditors.

6 **B. In the Alternative, the Court Should Appoint an Examiner.**

7 Section 1104, subdivision (c), provides that if the Court does not appoint a trustee under
8 that Section, then at any time before confirmation of a plan, on request of a party in interest, and
9 after notice and hearing, the court shall order the appointment of an examiner to conduct an
10 investigation of the debtor as is appropriate, including an investigation of any allegations of fraud,
11 dishonesty, misconduct, or irregularity in the management of the affairs of the debtor if:

12 (1) such appointment is in the interests of creditors, any equity security holders, and
13 any other interests of the estate; or

14 (2) the debtor's fixed, liquidated, unsecured debts, other than debts for goods,
15 services, or taxes, or owing to an insider, exceed \$5,000,000.

16 **1. The Appointment of an Examiner is in the Interests of Creditors.**

17 Under the proposed Plan, Debtor plans to make no distributions to unsecured creditors
18 whose claims result from guaranty claims. *See* Docket No. 441, at pp. 32-33. Unsecured creditors
19 whose claims result from "other" unsecured or deficiency claims will receive their *pro rata* share
20 of Debtor's "Disposable Income, *if any*, for the five year term of the Plan." *Id.* Emphasis added.

21 Debtor does not forecast any Disposable Income for at least the first two years of the Plan.
22 From his walnut farming, Debtor projects net margins for 2025 and 2026 of negative \$65,850 and
23 \$64,610, respectively. *See* Docket No. 441, exh. A, at pp. 2 and 4. From his rental property, Debtor
24 projects \$3,175.74 for 2025 and 2026.¹² *Id.* at p. 20. From Debtor's Law Practice, he expects net
25 income of \$27,663.56 and \$32,246.84 for 2025 and 2026. *Id.* at p. 21. Based on these forecasts,
26 there will not be any Disposable Income available for distribution to unsecured creditors. Thus, to
27 the extent a chapter 11 trustee can recover some or all the post-petition transfers Debtor made from
28 Accounts 2769 and 4036, and possibly others, to Debtor's wholly-owned entities, those funds may

¹² As stated above, the MORs have not, to date, accounted for these rents during the chapter 11.

1 be used for distribution to unsecured creditors after expenses incurred by the chapter 11 trustee.

2 **2. An Examiner Should be Appointed Because Debtor's Unsecured Debts Exceed**
3 **\$5,000,000.**

4 Debtor's Disclosure Statement lists multiple unsecured claims that by themselves or in
5 combination exceed \$5,000,000, as follows:

6	Rabo:	\$	6,341,768.97
7	VCRAF AGIS:	\$	11,288,396.73
8	Balaj, Inderjit, and Mandip Dhillon:	\$	3,631,796.00
9	U.S. Small Business Administration:	\$	9,652,903.55

10 *See* Docket No. 441, at p. 33.

11 No objections to any of the foregoing Claims have been filed by Debtor. *See* Docket.
12 Accordingly, the foregoing Claims are all deemed allowed in the amounts claimed. Since the
13 foregoing Claims exceed \$5,000,000 in the aggregate, under Section 1104(c)(2), the Court must
14 appoint an examiner to investigate the fraud, dishonesty, misconduct and irregularities in the
15 management of Debtor's business and farming operations detailed above.

16 **V. CONCLUSION**

17 Debtor has perpetrated a fraud on this Court that continues to this day. Debtor's Schedules,
18 Statement of Financial Affairs and MORs are false and misleading in that they conceal the
19 prepetition bank Account 2769 Debtor continued to use, and possibly continues to use, post-petition
20 to pay prepetition creditors. Debtor used the undisclosed account to transfer hundreds of thousands
21 of dollars, most of which was likely Rabo's cash collateral, to his wholly-owned entities, and then
22 operated those entities outside of this Chapter 11 using the converted funds. If a chapter 11 trustee
23 cannot be appointed in a case such as this, then of what use is the Bankruptcy Code and its
24 imposition of fiduciary duties on debtors in possession?

25 The Court should grant the Motion and appoint a Chapter 11 Trustee or, alternatively,
26 appoint an examiner, and grant any other relief as the Court deems just and proper.

27 Dated: November 2, 2025

FENNEMORE LLP

28 By: _____

DON J. POOL, Attorneys for
Secured Creditor, RABO AGRIFINANCE LLC