

1 LOEB & LOEB LLP

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9 Attorneys for Debtor

10 and Debtor in Possession

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8 UNITED STATES BANKRUPTCY COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 SACRAMENTO DIVISION

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12 In re:

13 SUKHRAJ S. PAMMA dba SUKHRAJ

14 S. PAMMA FARMS,

15 Debtor.

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Case Nos.: 24-23489-B-11

Chapter 11

STIPULATION AND AGREED ORDER REGARDING DEBTOR’S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO SURCHARGE PROCEEDS OF AGWEST PROPERTIES SALE AND GRANTING RELATED RELIEF

DC No: BRG-18

Hearing:

Date: TBD

Time: TBD

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236086-10008

STIPULATION AND AGREED ORDER RE DEBTOR’S MOTION FOR ENTRY OF AN ORDER AUTHORIZING THE DEBTOR TO SURCHARGE PROCEEDS RE AGWEST PROPERTIES

**TO THE HONORABLE CHRISTOPHER D. JAIME, CHIEF UNITED STATES
BANKRUPTCY JUDGE AND ALL PARTIES IN INTEREST:**

This Stipulation and Agreed Order Regarding Debtor's Motion For Entry Of An Order Authorizing The Debtor To Surcharge Proceeds Of AgWest Properties Sale And Granting Related Relief ("Motion to Surcharge") is made and entered into by and between Sukhraj S. Pamma dba Sukhraj S. Pamma Farms (the "Debtor"), AgWest Farm Credit, FLCA ("AgWest"), and Rabo AgriFinance ("Rabo"). All of the foregoing are collectively referred to as the "Parties." The Parties hereby stipulate and agree as follows:

RECITALS

WHEREAS, the Debtor filed the Motion to Surcharge on or about August 19, 2025.

WHEREAS, AgWest filed an Opposition to the Motion to Surcharge on September 9, 2025.

WHEREAS, the Parties have reached an agreement regarding the amount of monies to be surcharged against the AgWest Properties in connection with the preservation and sale of the AgWest Properties and therefore agree as follows:

IT IS THEREFORE STIPULATED AND AGREED.

STIPULATION AND AGREEMENT

1. The foregoing Recitals are hereby incorporated by reference into this Stipulation and Agreed Order with the same force and effect as if fully set forth hereunder.

2. Pursuant to the Order Granting Debtor's Motion Authorizing Debtor to Sell Real Properties Located in Butte and Sutter Counties Comprising 619 Acres (Docket No. 349), if all creditors who timely submitted written demands for payment of the net proceeds of the AgWest Properties sale, along with the Debtor, approve in writing a

1 proposed settlement or disbursement statement, the Title Company is authorized to
2 disburse the approved net proceeds without further order of this Court.

3 3. The Debtor and AgWest have agreed that the Debtor and its affiliated entity
4 shall be entitled to a surcharge in the amount \$550,000.00 in connection with the
5 preservation and sale of the AgWest Properties and that said amount shall be disbursed as
6 follows:

7 A. \$114,126.00 shall be disbursed to the United States Trustees Office
8 for quarterly fees due and owing through Q3 2024.

9 B. \$13,200.00 shall be disbursed to Napier and Follett, P.C. for allowed,
10 but unpaid, fees and expenses from its First Interim Fee Application.

11 C. The amount of \$21,306.50 shall be disbursed to Donlin Recano &
12 Company in connection with past due fees and expenses for providing the Claims Agent
13 and Noticing Service to the Debtor.

14 D. The sum of \$161,000.00 shall be disbursed to Loeb & Loeb LLP for
15 allowed, but unpaid, fees and expenses in connection with its First Interim Fee
16 Application.

17 E. The balance shall be disbursed into a separate Trust Account to be
18 established by Loeb & Loeb LLP for future United States Trustee Fees and Allowed
19 Professional Fees and Expenses. No distribution from this Account shall be made absent
20 further Court Order.

21 4. AgWest shall be disbursed all remaining funds from the Escrow account
22 maintained in connection with the Sale of the AgWest Properties.

23 5. The foregoing disbursements shall be made immediately upon entry of this
24 Order by Placer Title Company from the Escrow maintained by Placer Title Company in
25 connection with the Sale of the AgWest Properties.

26 6. The Debtor hereby expressly waives and releases any claim of the
27 bankruptcy estate, known or unknown, related to the payment of funds under this
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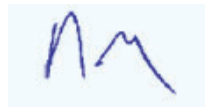
1 Stipulation to AgWest. The parties stipulate and agree that this release will be binding on
2 the bankruptcy estate notwithstanding the appointment of a chapter 11 trustee, any future
3 conversion of this case to a case under chapter 7, or any future appointment of a chapter 7
4 trustee.

5 7. Except with respect to the obligations created by this Stipulation, the Debtor
6 hereby releases AgWest and its officers, directors, shareholders, employees, agents,
7 representatives, attorneys, insurers, and legal predecessors, successors, and assigns of and
8 from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of
9 service, liens, attorneys' fees, expenses and compensation whatsoever, whether now
10 known or unknown, suspected or unsuspected, which the Debtor or bankruptcy estate has
11 or which may hereafter accrue on account of, relating to, or in any way arising out of the
12 11 USCS § 506(c) Surcharge claims.

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14 **THE FOREGOING STIPULATION IS HEREBY APPROVED AND SO**
15 **ORDERED**

16 Dated: December 17, 2025

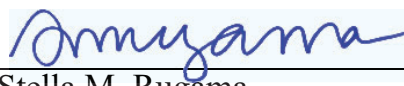
LOEB & LOEB LLP
BERNARD R. GIVEN II

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19 By: _____
Bernard R. Given II

20 Attorneys for Defendant-Debtor
21 Sukhraj S. Pamma

22
23 Dated: December 18, 2025

DOWNEY BRAND LLP
STELLA M. RUGAMA

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26 By: _____
Stella M. Rugama

27 Attorneys for Creditor
28 AgWest Farm Credit, FLCA

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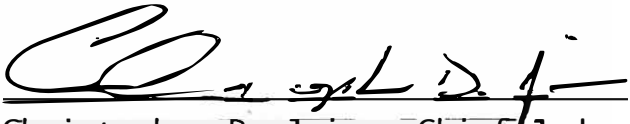
Dated: December 19, 2025

FENNEMORE LLP

By: 
Don J. Pool

Attorneys for Plaintiff
Rabo Agrifinance LLC

Dated: December 22, 2025


Christopher D. Jaime, Chief Judge
United States Bankruptcy Court