

**UNITED STATES BANKRUPTCY COURT, EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

In re HRONIS, INC., a California corporation, et al.,
Jointly Administered Debtors in Possession
Lead Case No. 1:26-bk-10978
Chapter 11

PACA PROOF OF CLAIM

Check Box for Applicable Debtor:

- HRONIS, INC., a California corporation
 - HRONIS CAPITAL ASSETS, LP, a California limited partnership, Case No. 1:26-bk-10979
 - HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company, Case No. 1:26-bk-10980
 - HRONIS CITRUS, LLC, a California limited liability company, 1:26-bk-10981
 - HRONIS FARMING, LP, a California limited partnership, 1:26-bk-10982
 - HRONIS FRUIT COMPANY LLC, a California limited liability company, 1:26-bk-10983
 - HRONIS LAND COMPANY, a California general partnership, 1:26-bk-10984
 - HRONIS RANCH, LLC, a California limited liability company, 1:26-bk-10986
 - HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company, 1:26-bk-10987
 - THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership, 1:26-bk-10988
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Name of Claimant:

Name of Person Signing this PACA Proof of Claim on behalf of Claimant:

Role of Person Signing this PACA Proof of Claim on behalf of Claimant (example: owner or attorney):

Contact Information of Claimant:

Mailing Address:

Email Address:

Phone Number:

Address for Payment to Claimant (if different from above):

The following statements are true and correct:

1. I file this Declaration and declare under penalty of perjury that the following are true statements and that the attached documents are true and correct copies or original documents, which are submitted to support Claimant's PACA claim as a beneficiary of the trust created against the above-mentioned debtor pursuant to the Perishable Agricultural Commodities Act ("PACA"), 7 U.S.C. § 499a, *et. seq.* and the Code of Federal Regulations implementing the PACA promulgated by the Secretary of the United States Department of Agriculture ("USDA"), 7 C.F.R. § 46.46, and I am authorized to make this Declaration and am competent to testify before the Court, if necessary, regarding the statements made in this Declaration.
2. Claimant is/is not (circle one) licensed by the USDA—PACA.
3. Claimant currently holds valid PACA license number _____.
4. The sales transactions between Claimant and Debtor were based on the following payment term (choose one):
 - Payment was due within ten (10) days after the day on which the produce was accepted as provided for in the PACA Regulations, 7 C.F.R. §46.2(aa)(5).
 - On _____-day (insert payment terms) written payment terms from the date of shipment, invoice, delivery, acceptance (check one). True and

accurate copies of the written agreement, if any, providing for such payment terms are attached to this PACA Proof of Claim.

5. Claimant sold perishable agricultural commodities (hereinafter “produce”) on credit to Debtor as described in the below PACA Trust Chart. In each instance, the produce was received and accepted by Debtor and no adjustments have been made on the invoice amount except as listed.
6. In the PACA Trust Chart, “Invoice Number” refers to the number under which the commodity was sold to Debtor. “Date of Acceptance (or Invoice or Shipment)” refers to the date which begins the payment term between the parties. (For example, if the payment term is the regulatory ten (10) days from acceptance terms, the date would be the date the produce was accepted by Debtor; if the payment term is a written twenty-one (21) days from shipment, the date would be the date of shipment.) “Payment Due Date” refers to the date payment was due based upon the payment terms between parties. “Date Notice Given” refers to the date Claimant’s Notice of Intent to Preserve Trust Benefits (hereinafter “Trust Notice”) was given to Debtor, if applicable. “Elapsed Days” refers to the total number of days after the payment due date the Trust Notice was given to the Debtor, if applicable. “Invoice Amount Due” refers to the amount owed and remaining unpaid, whether or not it qualifies for trust protection. “PACA Trust Amount” refers to the amount owed and remaining unpaid qualifying for trust protection pursuant to the provisions of the PACA.
7. Claimant preserved its PACA trust interest against Debtor (choose all that apply):
 - by serving Trust Notices upon Debtor (7 U.S.C. §499e(c)(3))
 - by including statutorily required language on Claimant’s invoice or other billing statement (7 U.S.C. §499e(c)(4)).
8. If applicable, Claimant sent Trust Notices via

 U.S. Mail or **facsimile** or **other manner** _____

to Debtor on the following date(s): _____.
9. True and accurate copies of all unpaid invoices, Trust Notices (if applicable), and any other evidence to support Claimant’s PACA trust claim are attached.
10. The total amount of Claimant’s PACA claim is \$ _____, which includes the following items:
11. Claimant has has not filed any other claim against the Debtors with respect to the matters asserted in the PACA Claim.
12. The penalty for presenting a fraudulent claim is a fine of not more than Five Thousand Dollars (\$5,000.00) or imprisonment for not more than five (5) years, or both. 18 U.S.C. § 152.

13. In addition to the attachments mentioned above, Claimant is attaching the following documents in support of this PACA Proof of Claim: _____

I declare under the penalty of perjury, under the laws of the United States of America that the foregoing is true and correct based on my personal knowledge.

Signature _____ Name _____

Date _____

