



A handwritten signature in black ink, appearing to read "CM Alston", is positioned above the judge's name.

Christopher M. Alston
U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In re:

Bachtel Electric, LLC

Debtor-in-Possession.

CHAPTER 11

CASE NO. 26-11621

ORDER RE: MOTION FOR FINAL ORDER
AUTHORIZING USE OF CASH
COLLATERAL

THIS MATTER having come before the Court upon the Debtor's Motion for Final Order Authorizing Use of Cash Collateral (the "Motion") of the Debtor-in-possession (hereinafter "Debtor"), the Court having been fully advised in the premises, no objections to the Motion having been filed, and good cause appearing, it is hereby ORDERED that;

1. Notice is adequate and complies with Fed. R. Bankr. P 4001(b)(2)(A) for entry of a final order on cash collateral.

2. The Debtor is authorized to use cash collateral for payment of post-petition operating expenses as set forth on Exhibit A ("Budget") attached to this order subject to the following provisions:

- 1
- 2 a. The Debtor may exceed the payment amounts contemplated by a line item of
- 3 the Budget for any monthly Budget period, so long as the Debtor's total
- 4 payments for the line item for the period do not exceed the budgeted amount
- 5 by more than 10 percent (10%), provided, however, that the Debtor may roll
- 6 forward any expense in any line item to a later time and may pay that expense
- 7 when due.
- 8 b. Consistent with and as set forth in the Budget, the Debtor's use of Cash
- 9 Collateral will be used in the ordinary course of business and in a manner
- 10 consistent with historical operations of the Debtor.

11 3. As adequate protection for the Debtor's use of the cash collateral, pursuant to

12 11 U.S.C. §361(a)(1), the Court grants Kapitus replacement liens in the Debtor's post-petition

13 cash, accounts and accounts receivables, and the proceeds of each of the foregoing, to the same

14 extent, validity, and priority as the duly perfected and unavoidable liens held by the Kapitus as of

15 the petition date without the necessity of the execution, recording or filing of mortgages, security

16 agreements, pledge agreements, financing statements, deposit control agreements, or other

17 documents), to the extent that any cash collateral of Kapitus is actually used by the Debtor.

18 4. Further, as additional adequate protection, the Debtor is authorized to make

19 monthly payments to Kapitus in the amount of \$1,200.00 beginning July 10, 2026 and continuing

20 on the tenth day of each calendar month until the termination of this order as set forth below (or if

21 such day is a Saturday, Sunday, or holiday, then the immediately preceding business day).

22 Adequate protection payments shall be applied to the Debtor's obligations to Kapitus in

23 accordance with the existing agreement between Debtor and Kapitus (the "Existing Agreement").

24 All payments by Debtor to Kapitus shall be remitted via ACH payment. Debtor shall provide

25 Kapitus with a voided check and Kapitus is hereby authorized to ACH debit from the account set

26 forth on the voided check in accordance with the monthly payment schedule set forth herein and

until expiration of this order.

1 5. Unless extended by written consent of the Creditor, the Debtor's authority to use
2 cash collateral shall terminate on the date (the "Termination Date") when one or more of the
3 following conditions has occurred or has been met:

- 4 a. September 30, 2026;
- 5 b. This Court enters an order converting this case under Chapter 7 of the
6 Bankruptcy Code, or the Debtor has filed a motion or has not timely opposed
7 a motion seeking such relief;
- 8 c. The Court enters an order appointing or electing a trustee, examiner or any
9 other similar entity with expanded powers;
- 10 d. This Court enters an order dismissing this case, or the Debtor has filed a
11 motion or has not timely opposed a motion seeking such relief;
- 12 e. The Court enters any order that stays, modifies, or reverses this Final Order.
- 13 f. Confirmation of the Debtor's plan.

14 6. No later than the 21st day following the end of the month, beginning July 21,
15 2026 (or if such day is not a business day, the next succeeding business day) the Debtor shall
16 provide monthly reports to Kapitus. Said reports shall report income and expenses for the
17 monthly operating reporting period and shall include a report comparing its actual receipts and
18 expenses paid in the prior month.

19 7. Notwithstanding all terms to the contrary stated herein, Kapitus's stipulation to
20 this order expressly reserves, and shall not be construed in any way as a waiver or
21 relinquishment of, any rights or remedies, expressly or implicitly, that Kapitus may have at law
22 and in equity.

23 8. The Debtor will reserve any and all rights that they may have to object to the
24 claim of Kapitus and to object to the validity, priority and extent of Kapitus's lien, if any,
25 encumbering the Debtor's assets.

26 9. Kapitus shall be named as a loss payee and additional insured on Debtor's
business property insurance policy. The Debtor shall provide Kapitus with proof of all such

1 coverage, as well as prompt notification of any change in such coverage which may hereafter
2 occur.

3 10. In accordance with the Budget, the Debtor is authorized to remit to the trust
4 account of Russell Garrett, Subchapter V Trustee, the sum of \$500.00 beginning July 20, 2026
5 and continuing on the 20th of each month thereafter until confirmation. Payments will be held
6 for payment of administrative fees pending further order of the Court.

7 11. This Final Order is effective immediately upon its entry, shall be binding on the
8 Debtor, all parties in interest in this case and their respective successors and assigns, shall
9 continue in full force and effect through the Termination Date.

10 12. Nothing herein shall prevent a party in interest from seeking further relief under
11 the Bankruptcy Code.

12 //END OF ORDER//

13 Presented by:

14 NEELEMAN LAW GROUP, P.C.

15 /s/ Jennifer L. Neeleman

16 Jennifer L. Neeleman, WSBA #37374

17 Attorney for Bachtel Electric, LLC

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20 Telephone (425) 212-4800

21 Approved as to Form and Content:

22 DBS Law

23 /s/ Daniel Bugbee

24 Daniel Bugbee, WSBA # 42412

25 Attorney for Kapitus Servicing, Inc.

26 Daniel Bugbee

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	<u>Jun-26</u>	<u>Jul-26</u>	<u>Aug-26</u>	<u>Sep-26</u>
Income				
Gross Revenue	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Total Receipts	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Expenses				
Accounting/Bookkeeping	\$ 3,200.00	\$ 790.00	\$ 790.00	\$ 790.00
Bank Charges	\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
Computer/Internet	\$ 120.00	\$ 120.00	\$ 120.00	\$ 120.00
Fuel	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00	\$ 3,250.00
Insurance (Liability)	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00
Insurance (Vehicle)	\$ 681.00	\$ 681.00	\$ 681.00	\$ 681.00
Insurance (Health)	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Materials/Supplies (Inventory)	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Office Supplies	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00
Owner Draw / Employment Compensation	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
Payroll - Gross	\$ 22,532.00	\$ 27,732.00	\$ 27,732.00	\$ 27,732.00
Payroll Taxes (Employer Contribution)	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Repairs & Maintenance	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00
Software	\$ 341.00	\$ 341.00	\$ 341.00	\$ 341.00
Taxes (State)	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Vehicle Payment (Nissan)	\$ 759.00	\$ 759.00	\$ 759.00	\$ 759.00
Vehicle Payment (F150)	\$ 273.00	\$ 273.00	\$ 273.00	\$ 273.00
Vehicle Payment (F450)	\$ 331.00	\$ 331.00	\$ 331.00	\$ 331.00
Kapitus Adequate Protection Payment	\$ -	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Sub V Trustee	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Total Monthly Expenses	\$ 66,822.00	\$ 73,312.00	\$ 73,312.00	\$ 73,312.00
Net Available Funds (Outflow)	\$ 8,178.00	\$ 1,688.00	\$ 1,688.00	\$ 1,688.00