



Mary Jo Heston

Mary Jo Heston
U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

In re:

BEE & G ENTERPRISES, LLC

Debtor.

CHAPTER 11
CASE NO. 26-40385

**AMENDED 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:

Order Re Cash Collateral

1403 8th Street
Marysville, WA 98270
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- 1 a. If necessary, the Debtor is authorized to exceed the amounts set forth in the
2 Budget for fuel, repairs, owner operator pay, gross payroll, and employer
3 payroll tax by 10% without Court approval. Any amount in excess of the
4 10%, will only be allowed after notice and consent from Heritage Bank. All
5 other expenses set forth on the Budget will remain fixed. Savings with
6 respect to any one particular budget line item in any week may be carried
7 over and used by the Debtor in subsequent weeks, for the expenses covered
8 by such budget line item, provided, however, that any such savings are used
9 in a commercially reasonable manner and not for any other budgetary line
10 item.
11 b. Consistent with and as set forth in the Budget, the Debtor's use of Cash
12 Collateral will be used in the ordinary course of business and in a manner
13 consistent with historical operations of the Debtor.

14 3. As adequate protection for the Debtor's use of the cash collateral, the Court grants
15 to Heritage Bank replacement liens in the Debtor's post-petition cash, accounts receivable and
16 inventory, and the proceeds of each of the foregoing, to the same extent, validity, and priority as
17 any duly perfected and unavoidable liens in cash collateral held by Heritage Bank as of the petition
18 date, to the extent that any cash collateral of Heritage Bank is actually used by the Debtor. This
19 Order shall be sufficient for, and conclusive evidence of, the priority, perfection, and validity of
20 the replacement liens, and Heritage Bank shall not be required to file or serve mortgages, UCC
21 financing statements, notices of liens or similar instruments, or take any other action in order to
22 preserve the priority, perfection, and validity of the replacement liens.

23 4. Further, as additional adequate protection, the Debtor is authorized to make
24 monthly payments to Heritage Bank in the amount of \$10,000.00 beginning April 5, 2026 and
25 continuing on the fifth day of each calendar month (or if such day is a Saturday, Sunday, or holiday,
26 then the immediately preceding business day). Payments will continue up to the effective date of
any confirmed plan.

1 5. The Debtor shall provide weekly reports to the Bank, and any other party in interest
2 who makes a written request for such reports to the Debtor. The first report will cover March 8,
3 2026 through March 14, 2026 and will be provided to the Bank no later than March 20, 2026.
4 Reporting will continue on a weekly basis in the same pattern (*i.e.*, each report will cover a week
5 from Sunday to Saturday and will be provided to Heritage Bank by the immediately following
6 Friday) so long as this order remains in effect. Said reports shall report income and expenses for
7 the specified time period in the same categories contained in the budget and attached hereto as
8 Exhibit A and shall state (i) the budgeted amount for the applicable week for the reporting period;
9 (ii) actual expenses during said reporting period; and the difference between (i) and (ii), if any.

10 6. Unless extended by written consent of the Heritage Bank, the Debtor's authority to
11 use cash collateral shall terminate on the date (the "Termination Date") when one or more of the
12 following conditions has occurred or has been met:

- 13 a. June 30, 2026;
- 14 b. This Court enters an order converting this case under Chapter 7 of the
15 Bankruptcy Code, or the Debtor has filed a motion or has not timely opposed a
16 motion seeking such relief;
- 17 c. The Court enters an order appointing or electing a trustee, examiner or any other
18 similar entity with expanded powers;
- 19 d. This Court enters an order dismissing this case, or the Debtor has filed a motion
20 or has not timely opposed a motion seeking such relief;
- 21 e. The Court enters any order that stays, modifies, or reverses this Final Order.
- 22 f. Confirmation of the Debtor's plan and the occurrence of the effective date in
23 connection therewith

24 7. If the Debtor defaults on any of its obligations under this order, Debtor shall have
25 five (5) days after receiving written notice of such default from Heritage Bank (which notice may
26 be provided by email from Heritage Bank's counsel to Debtor's counsel) to cure such default, after
which, if such default remains uncured, Heritage Bank may seek relief from this Court in

1 connection with such default (which may include a request to terminate this Order) on three (3)
2 business days' written notice, subject to the Court's availability.

3 8. In accordance with the Budget, the Debtor is authorized to remit to the trust account
4 of Michael DeLeo the sum of \$500.00 beginning April 15, 2026 and continuing on the 15th of each
5 month thereafter until confirmation. Payments will be held for payment of administrative fees
6 pending further order of the Court.

7 9. 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 continue
9 in full force and effect through the Termination Date.

10 10. Nothing herein shall prevent a party in interest from seeking further relief under the
11 Bankruptcy Code. This Order shall not constitute a waiver by Heritage Bank of any of its
12 respective rights related to or arising under its loans, the Bankruptcy Code, or any other applicable
13 law, including, without limitation, any claims Heritage Bank may have against Debtor or any other
14 party, and further including, for the avoidance of doubt, Heritage Bank's right to later assert in any
15 contested matter before the Court that: (i) notwithstanding the terms and conditions of this Order
16 or the accompanying motion, that any of its interests in collateral lack adequate protection; (ii) the
17 amount of collateral which constitutes cash collateral is different than that set forth in the motion;
18 or (iii) the value of its claims, including any secured claims or deficiency claims, is different from
19 the figures specified in the motion.

20 //END OF ORDER//

21 Presented by:

22 NEELEMAN LAW GROUP, P.C.

23 /s/ Jennifer L. Neeleman

24 Jennifer L. Neeleman, WSBA #37374

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26 Marysville, WA 98270

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1 Approved as to Form and Content:

2 FOSTER GARVEY P.C.

3 /s/ Dan Zellner

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Exhibit A

	Week of 2/15/26 to 2/21/26	Week of 2/22/26 to 2/28/26	Week of 3/1/26 to 3/7/26	Week of 3/8/26 to 3/17/26	Week of 3/18/26 to 3/31/26	April, 2026	May, 2026	June, 2026
Income	Actual	Actual						
Cash on Hand from Prior Week/Month	\$ 11,022.17	\$ 39,426.00	\$ 52,124.00	\$ 23,547.00	\$ 23,547.00	\$ 18,092.00	\$ 33,745.00	\$ 49,398.00
Gross Trucking Income	\$ 154,170.25	\$ 134,876.86	\$ 100,000.00	\$ 100,000.00	\$ 250,000.00	\$ 475,000.00	\$ 450,000.00	\$ 475,000.00
Rent Received	\$ -	\$ -	\$ 7,200.00	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
Total Receipts	\$ 165,192.42	\$ 174,302.86	\$ 159,324.00	\$ 123,547.00	\$ 273,547.00	\$ 504,092.00	\$ 494,745.00	\$ 535,398.00
Expenses								
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Charges	\$ 19.80	\$ 1.00	\$ 12.00	\$ 12.00	\$ 24.00	\$ 50.00	\$ 50.00	\$ 50.00
Chassis Rental	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00
Computer/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Driver Elogs	\$ 2,023.90	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Fuel	\$ 12,189.60	\$ 22,589.62	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00	\$ 70,000.00	\$ 75,000.00
Insurance - Life	\$ -	\$ -	\$ -	\$ -	\$ 245.62	\$ 245.62	\$ 245.62	\$ 245.62
Insurance - Medical	\$ -	\$ 14,617.04	\$ -	\$ -	\$ 14,617.04	\$ 14,617.04	\$ 14,617.04	\$ 14,617.04
Insurance - Truck	\$ -	\$ 13,468.68	\$ -	\$ -	\$ 13,468.68	\$ 13,468.68	\$ 13,468.68	\$ 13,468.68
Office Supplies/Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00	\$ 100.00	\$ 100.00
Owner Operator Pay **	\$ 89,266.45	\$ 51,542.51	\$ 57,000.00	\$ 57,000.00	\$ 126,000.00	\$ 200,000.00	\$ 180,000.00	\$ 180,000.00
Payroll (Gross)	\$ 16,432.20	\$ 12,499.80	\$ 18,000.00	\$ 18,000.00	\$ 42,000.00	\$ 78,000.00	\$ 78,000.00	\$ 78,000.00
Payroll (Taxes)	\$ 3,258.67	\$ 3,924.64	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Rent	\$ -	\$ -	\$ 35,865.47	\$ -	\$ -	\$ 35,865.47	\$ 35,865.47	\$ 35,865.47
Taxes - ODOT Mileage	\$ 1,538.56	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00
Telephone	\$ -	\$ -	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00	\$ 1,400.00	\$ 1,400.00
Truck Repairs/Maintenance	\$ 1,037.32	\$ 3,536.05	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Utilities	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
Adequate Protection - Heritage Bank	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Sub V Trustee Admin Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00
Total Monthly Expenses	\$ 125,766.50	\$ 122,179.34	\$ 135,777.47	\$ 108,512.00	\$ 255,455.34	\$ 470,346.81	\$ 445,346.81	\$ 449,596.81
Net Available Funds (Outflow)	\$ 39,426.00	\$ 52,124.00	\$ 23,547.00	\$ 15,035.00	\$ 18,092.00	\$ 33,745.00	\$ 49,398.00	\$ 85,801.00

** The amount reflected on the first week include payments made pre-petition, which cleared post-petition during the first week.