

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
	:
KSHITIJ INC.	: Case No. 8-26-70902-las
d/b/a DON JONO’S PIZZERIA,	:
	:
Debtor.	: x

**ORDER (I) AUTHORIZING DEBTOR’S INTERIM USE OF
CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION,
(III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING
A FINAL HEARING, AND (V) GRANTING RELATED RELIEF**

Upon the motion dated March 6, 2026 [ECF No. 10] (the “Motion”) of Kshitij Inc. d/b/a Don Jono's Pizzeria (the “Debtor”), the debtor and debtor-in-possession in the above-captioned case, for entry of an expedited order (i) authorizing the Debtor, pursuant to, *inter alia*, sections 105(a), 361, 362, and 363 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (the “Bankruptcy Code”), Rule 4001 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”) and Rule 4001-5 of the Local Bankruptcy Rules for the Eastern District of New York (the “Local Rules”), interim use of cash collateral and providing adequate protection therefor and (ii) scheduling a final hearing on the Motion; and upon consideration of the Motion; and due and proper notice of the Motion having been given under the circumstances; and the matter having come on to be heard by the Court on March 10, 2026 (the “Hearing”); and the Debtor having appeared by and through its attorneys, BFSNG Law Group, LLP (Mark E. Cohen, Esq. appearing) and the United States Trustee having appeared (Christine H. Black, Esq. appearing); and this Court having found and determined that the relief requested in the Motion is in the best interest of the Debtor’s estate, its creditors and other parties in interest, and that the legal and factual basis set forth in the Motion establish just cause for the relief granted herein; and the Court having “So Ordered” the record approving the immediate use of cash collateral on March 10, 2026; and on March 12, 2026, the Court having entered an Order Authorizing Debtor’s Emergency Use of Cash Collateral to March 20, 2026 (the “Emergency Cash Collateral Order”) [ECF No. 16]; and based upon the record made at the Hearing and the Emergency Cash Collateral Order,

IT IS HEREBY ORDERED that:

1. The Debtor is authorized on an interim basis to use cash collateral in accordance with the budget attached hereto.

2. This interim use of cash collateral will expire on **April 17, 2026**.

3. The Debtor shall pay as and for adequate protection of the Small Business Administration (the “SBA”) \$250.00 per month, with the first payment due within 7 days after entry of the Emergency Cash Collateral Order and 30 days thereafter until further Order of the Court.

4. A final hearing on the continued use of cash collateral shall be held on **April 16, 2026 at 10:00 a.m.**

5. The SBA is hereby granted, solely to the extent of any diminution in value of its interests in the Debtor’s property (including the cash collateral), valid, binding, enforceable and perfected continuing security interests in and liens on all assets and property of the Debtor of the same type and nature that existed as of the Petition Date with the same validity (or invalidity) and priority as existed as of the Petition Date, including the proceeds thereof (the “Replacement Liens”) and for the avoidance of doubt, the Replacement Liens do not include any causes of action arising under Chapter 5 of the Bankruptcy Code or the proceeds thereof.

6. Notwithstanding anything to the contrary, nothing herein shall be construed as a waiver or release of any of the SBA’s rights, remedies, claims or defenses under the Bankruptcy Code, applicable law, and agreement, or otherwise. The Debtor and the SBA expressly reserve all rights, including without limitation, the right to seek different or additional adequate protection, the right to object to the Motion before entry of any Final Order, the right to seek discovery, and the right to present evidence at any final hearing on the Motion and the Debtor’s rights to challenge the validity of the lien or the underlying transactions.

7. Carveout. Subject to the terms and conditions contained in this Paragraph 7, the Prepetition Liens and Replacement Liens are all subordinate to the following (collectively, the “Carveout”), notwithstanding any provision to the contrary herein:

- (a) professional fees of, and costs and expenses incurred during the budget period by, professionals or professional firms retained by the Debtor (the “Case Professionals”)

and allowed by the court in an amount not to exceed the actual allowed professional fees accrued and incurred by each Case Professional, but in no event exceeding \$20,000.00 in total for the Chapter 11 case; and

(b) any costs and fees of a chapter 7 trustee, should one be appointed if this Chapter 11 case is converted to one under chapter 7 of the Bankruptcy Code, in an amount not to exceed \$10,000.00.

8. The terms and conditions of this Interim Order shall be immediately enforceable notwithstanding Bankruptcy Rule 6004(h).

9. Service of this Interim Order, the budget attached hereto, and the Motion shall be made by first class mail and by email, if email address is known, to the Debtor's twenty (20) largest unsecured creditors, all secured creditors, the Office of the United States Trustee, the Subchapter V Trustee, all applicable taxing authorities, and all persons having filed a Notice of Appearance in this case.

10. To the extent that the Motion is inconsistent with this Order, the terms of this Order shall govern.

11. The Debtor is authorized to take all actions reasonably necessary to effectuate the relief granted in this Order.

12. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: March 20, 2026
Central Islip, New York



Louis A. Scarcella

Louis A. Scarcella
United States Bankruptcy Judge