

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

IN RE

**OHA PAPI, LLC D/B/A
SIMPLE AUTO DFW
EIN XX-XXX0004
P.O. Box 700277,
DALLAS, TEXAS 75370
(COLLIN COUNTY)**

DEBTOR.

§
§
§
§
§
§
§
§
§
§

**Case No. 26-42348 (BTR)
CHAPTER 11**

**SECOND INTERIM ORDER FOR USE OF CASH COLLATERAL PURSUANT TO
SECTION 363 OF THE BANKRUPTCY CODE, PROVIDING PARTIAL ADEQUATE
PROTECTION AND GRANTING LIENS AND SECURITY INTERESTS, AND
WAIVING 14-DAY STAY OF EFFECT UNDER FED. R. BANKR. P. 6004(h)**

THIS MATTER came before the Court for a continued interim hearing on July 14, 2026, upon the *Debtor's Emergency Motion Pursuant to 11 U.S.C. § 363 for Interim and Final Orders Authorizing the Use of Cash Collateral, Granting Adequate Protection, and Waiving 14-day Stay of Effect under Fed. R. Bankr. P. 6004(h)* (the "Motion"), to approve the use of claimed cash collateral. Based upon (i) any stipulations and agreement upon terms for the Debtor's use of Cash Collateral, as announced on the record and set forth herein below, (ii) the Motion, (iii) the evidence presented, and (iv) the representations of the Debtor, the Court hereby approves and adopts said statements, stipulations and agreements as findings of fact and conclusions of law, and **FINDS** and **CONCLUDES** as follows:

JURISDICTION AND NOTICE

A. This Court has jurisdiction over this proceeding, the parties, and the property of the Debtor's estate pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

The relief granted herein is necessary within the first twenty-one (21) days of the Debtor's bankruptcy case in order to avoid immediate and irreparable harm to the Debtor and its estate and creditors, as contemplated by Fed. R. Bankr. P. 6003, to the extent such rule is applicable to this Motion;

B. Under the circumstances, the Debtor has provided sufficient and adequate notice of the Motion and the hearing on the Motion to all creditors and other parties in interest entitled to such notice pursuant to Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule") 2002, 4001(b), 9006, and as required by Sections 102, 361, 362, and 363 of Title 11 of the United States Code (the "Bankruptcy Code"). Other than the notice provided for by this Order, no further notice of the Motion or the entry of this Order is necessary or required.

FINDINGS AND CONCLUSIONS

C. On July 6, 2026, (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Debtor is a retail auto dealership operating in the DFW metroplex.

D. The Debtor asserts that an immediate and critical need exists for the Debtor to use cash in order to continue the operation of its business. Without such funds, the Debtor asserts that it will not be able to pay post-petition operating expenses and obtain goods and services needed to carry on its business in a manner that will avoid irreparable harm to the estate. At this time, the Debtor asserts that its ability to use Cash Collateral is necessary to preserve and maintain the going concern value of its estate.

E. The Debtor, having performed a diligent assessment of its secured liabilities—including by review of UCC Financing Statements recorded with the Texas Secretary of State and review of any deposit account control agreements to which the Debtor is a party, has identified (i) PCP Portfolio Asset Entity I, LLC dba PCP Enterprises, LLC, successor in interest to PrimaLend

Capital Partners, LP (hereinafter, “PCP”); (ii) Automotive Finance Corporation (“AFC”); and (iii) Good Floor Loans, LLC (“GFL”, and collectively with PCP and AFC, the “Secured Creditors”) as the only potential cash collateral secured creditors, whose claims are collectively referred to as the “Prepetition Indebtedness”).

F. The Debtor seeks authorization to use the Cash Collateral (as defined herein) to pay its ordinary and necessary operating expenses set forth in the budget entered into evidence as Exhibit 20 and filed at Dkt. No. 38-4, and subsequent budgets agreed to in writing by PCP. (the “Budget”) for at least the interim period of the Petition Date through and including August 17, 2026 (the “Termination Date”) pursuant to the terms of this Order.

G. The Debtor believes the Secured Creditors will assert that their respective alleged collateral, together with the proceeds and revenues thereof, constitute “cash collateral” as that term is defined in Section 363(a) of the Bankruptcy Code (hereinafter, the “Cash Collateral”).

H. Good cause has been shown for the entry of this Order. The Debtor requires use of Cash Collateral to operate its business. Without the use of the Cash Collateral, Debtor will not be able to meet its cash requirement for working capital needs or to fund the administration of the Bankruptcy Case. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are expected to provide adequate protection for the Secured Creditors’ interest in the Prepetition Collateral solely for the interim period under this Order.

I. This Court concludes that entry of this Order is in the best interest of the Debtor, its estate, and the estate’ creditors, as its implementation will, *inter alia*, allow for the continued operation and preservation of the going concern value of the Debtor’s businesses.

ORDER

Based upon the above findings and conclusions, the Court, having reviewed the Motion, considering the evidence presented and representations of the Debtor's counsel, and otherwise being fully advised, hereby **ORDERS** as follows:

1. **Interim Order.** This Order shall be considered an interim cash collateral order and shall be binding upon all parties and upon all subsequently appointed court officers, including any trustee appointed under Chapter 11 of the Bankruptcy Code.

2. **Good Cause.** Good cause has been shown for the entry of this Order. The entry of this Order is in the best interests of the Debtor, its creditors, and its estate, and is necessary to prevent imminent and irreparable harm to the Debtor's bankruptcy estate. The terms and conditions of the use of Cash Collateral and the security interests, liens, rights, and priorities granted to the Secured Creditors hereunder are fair and appropriate under the circumstances.

3. **DIP Account.** Unless authorized by separate order of the Court, the Debtor shall maintain a debtor in possession ("DIP") account, which shall contain all operating revenues and any other source of cash constituting Cash Collateral, which is generated by and is attributable to the Collateral (the "DIP Operating Account").

4. **Terms of Cash Collateral Use.** The Debtor is hereby authorized to use the Cash Collateral strictly in accordance with the terms of the Budget (as modified herein) and this Order. The Debtor shall not incur expenses for any line item in the Budget by more than 15% without the prior written approval of the Secured Creditors or order of the Court. Additionally, the Debtor shall not exceed the aggregate of all the line items in the Budget by more than 15% without prior written approval of the Secured Creditors or order of the Court. Debtor shall not use Cash Collateral to pursue any claims or causes of action against the Secured Creditors or with regard to the Prepetition

Indebtedness. The Budget is modified as follows: the Debtor shall pay to PCP \$40,000 each week, with respective payments to be made by wire on or before July 16, July 21, July 28, August 4, and August 11; provided, however, that all such interim payments made by Debtor to PCP may be subject to clawback, disgorgement, or recharacterization to the extent the applicable prepetition liens or claims are determined by a final order of the Court to be avoidable, unenforceable, or unperfected as of the Petition Date.

5. In addition to the items on the Budget, the Debtor may pay to the U.S. Trustee and to the Bankruptcy Clerk any fees assessed by either, and any fees and expenses allowed by the Court to Debtor's counsel.

6. The Debtor is hereby authorized to enter into all agreements pursuant to the terms of this Order necessary to allow the Debtor to use Cash Collateral subject to the terms of this Order in the amounts and for the expenses set forth on the Budget as modified herein. The Debtor is authorized to collect and receive all accounts receivable and other operating revenues.

7. **Court Records.** As part of the adequate protection provided to the Secured Creditors, the Debtor shall make available to the Secured Creditors copies of all filings made by the Debtor with the Court, and all notices of hearings in this Reorganization Cases.

8. **Adequate Protection – Replacement Liens.** As partial adequate protection for the Debtor's use of Cash Collateral, the Secured Creditors are hereby granted, effective as of the Petition Date, valid, binding, enforceable, and automatically perfected liens (the "**Replacement Liens**") co-extensive with the Secured Creditors' perfected pre-petition liens, in all currently owned or hereafter acquired property and assets of the Debtor, of the same kind, nature, and priority the Secured Creditors had prepetition, whether real or personal, tangible or intangible,

wherever located, now owned or hereafter acquired or arising and all proceeds¹ and products. This additional adequate protection is being given to the extent of any decrease in value of the property and Cash Collateral as a result of the Debtor's post-petition use. The Debtor shall execute and deliver to the Secured Creditors, if applicable, all such agreements, financing statements, instruments and other documents as the Secured Creditors may reasonably request to evidence, confirm, validate or perfect the liens granted pursuant hereto. This additional adequate protection is provided only to the extent and priority of the Secured Creditors' properly perfected security interests and Debtor reserves all rights to contest same. Notwithstanding the foregoing, Debtor and all creditors retain the right to evaluate and contest the validity and priority of any claimed lien of any Secured Creditor.

9. To the extent that 11 U.S.C. § 362, or any applicable non-bankruptcy law otherwise would restrict the granting, scope, enforceability, attachment, or perfection of the liens and security interests authorized or created in this Order, or otherwise would impose filing or registration requirements with respect to such replacement liens, such law is hereby preempted to the maximum extent permitted by the Bankruptcy Code, other applicable federal law, and the judicial power of the United States Bankruptcy Court. The liens and interests granted to the Secured Creditors by and through this Order do not require filing, recording, or perfecting and shall be binding and fully enforceable by the entry of this Order; however, the Debtor shall execute any additional instruments required by the Secured Creditors to evidence the post-petition liens and security interests granted herein.

¹ For purposes of this Order, "proceeds" of any of the Collateral shall mean "Proceeds," as defined in the Uniform Commercial Code, of such collateral.

10. Nothing contained in this Order shall be construed as granting any liens on Chapter 5 causes of action or on any other property in which the Secured Creditors do not already have pre-petition liens.

11. Nothing contained in this Order shall be deemed to be a consent by any of the Secured Creditors to any charge, lien, assessment, or claim against their collateral under 11 U.S.C. § 506(c), or otherwise, and shall be without prejudice to any and all of the Secured Creditors' respective rights under the Bankruptcy Code and other applicable law.

12. **Reporting and Accounting Requirement.** During the period governed by this Order, the Debtor shall comply with the Court's contemporaneous order governing the Debtor's bank accounts per the Debtor's motion at Dkt. No. 9. The Debtor shall make available any reports required by the United States Trustee, including all monthly operating reports for the prior month's operations, to the Secured Creditors. The Debtor shall also ensure that PCP has the following adequate protection:

- a. Debtor will make all commercially reasonable efforts to request and implement view-only access for PCP to Debtor's DIP account by Friday, July 24 (provided the UST-authorized DIP account allows such access), or if such view only access is not possible, Debtor will provide PCP with weekly hard copy reporting of account balances and activity.
- b. Debtor will provide PCP with (i) weekly reporting of detailed inflows and detailed outflows of collateral and cash proceeds, including a reconciliation of weekly RIC portfolio balances – both dollar amount and RIC count – beginning the week ending July 10, and (ii) a 4-week rolling forecast, with Debtor to endeavor to implement this reporting promptly upon retention of a fractional CFO or similar professional to assist (subject to any required Court approvals).
- c. Debtor or Ms. Gruner will provide PCP the personal financial statements and filed tax returns and any extensions for the periods 2024 and 2025 for Kathryn Gruner.
- d. Debtor will provide PCP profit/loss statements, income statements, balance sheets and the like for January 2026 through June 2026, to the extent they exist.
- e. Debtor will ensure PCP has access to Debtor's DMS by July 16, 2026 (close of business) and Debtor agrees that PCP can pull from Debtor's DMS (i) weekly reporting

of vehicle sales (both in dollar amount and units sold), (ii) weekly repossession reports, and (iii) payment reconciliation reports beginning the week ending July 10, 2026

- f. Debtor will provide PCP the following items regarding Emerald Coast Holdings, LLC: (i) the Organizational Chart; (ii) payroll records, sent within a week after each payroll; and (iii) weekly reporting of detailed inflows and detailed outflows beginning the week ending July 10, with first reports to be given by July 24.

13. **Proof of Insurance.** The Debtor shall provide when requested by the Secured Creditors, proof that the Collateral is adequately insured against risk of loss and that the Secured Creditors are named as loss payee. The Debtor shall maintain insurance throughout the Debtor's Reorganization Cases unless otherwise ordered by the Court.

14. **Taxes.** The Debtor intends to stay current on all post-petition tax obligations.

15. **Termination and Defaults Under the Order.** Unless specifically waived in writing by the Secured Creditors (which waiver shall not be implied from any unwritten action, inaction, course of conduct or acquiescence by the Secured Creditors), the Debtor's right and authority to use Cash Collateral shall terminate upon the occurrence of either of the following (each, an "Event of Default"):

- a. Conversion of the Chapter 11 case to a case under chapter 7 of the Bankruptcy Code;
- b. The lifting of the automatic stay for any party, other than one of the Secured Creditors, authorizing such party to proceed directly against the Cash Collateral, or entry of a final order by the bankruptcy court authorizing any party to foreclose or otherwise enforce any lien or other right such other party may have in and to the Property and/or any part of the Collateral.

16. **Expiration of Right to Use Cash Collateral.** Unless otherwise agreed to in writing by the Secured Creditors, the Debtor's right to use Cash Collateral shall expire on the earlier of: (a) the Termination Date, unless extended by the terms of this Order; (b) an Event of Default (as defined herein); or (c) the Court entering a subsequent order terminating the Debtor's rights to use Cash Collateral.

17. **Reservations of Rights.** Subject to and notwithstanding anything to the contrary in this Order:

- a. Entry of this Order is without prejudice to any and all rights, remedies and claims that the Secured Creditors and the Debtor may have against each other or third parties, and does not bar or limit the Secured Creditors or the Debtor from seeking further or additional relief including, *inter alia*, seeking additional adequate protection and seeking to terminate or modify the automatic stay;
- c. No act committed, or action taken by any of the Secured Creditors under this Order shall be used, construed, or deemed to hold that Secured Creditor to be in control of the Debtor, or the governance, management, or operations of the Debtor for any purpose without limitation. Nor will it be held to be “responsible persons” or “owners or operators” or a persons in “control” with respect to the governance, management or operation of the Debtor’s businesses (as such terms, or any similar terms, or any similar terms, are used in the Internal Revenue Code, Compensation and Liability Act, Bankruptcy Code, each as may be amended from time to time, or any other federal or state statute at law, in equity, or otherwise) by virtue of the interests, rights, and remedies granted to or conferred upon it under this Order including, *inter alia*, such rights and remedies as may be exercisable by it in connection with this Order.

18. **Binding Effect of Order.** Subject to all reservations of rights in this Order, the provisions of this Order shall inure to the benefit of the Debtor and the Secured Creditors, and shall be binding upon the Debtor, the Secured Creditors, and their respective successors and assigns, including any trustee, agent, administrator or other fiduciary hereafter appointed as legal representative of the Debtor, or with respect to property of the Debtor’s estate, whether under Chapter 11 of the Bankruptcy Code or any subsequent Chapter 7 case, and shall also be binding upon all creditors of the Debtor and all other parties in interest, except as expressly set forth herein.

19. **Subsequent Modification of Order.** If any or all of the provisions of this Order are hereafter modified, vacated or stayed, such modification, vacation or stay shall not affect the validity of any obligation, indebtedness or liability incurred by the Debtor to the Secured Creditors from the Petition Date through the effective date of such modification, vacation or stay, or the validity or enforceability of any security interest, lien or priority authorized or created by this Order.

20. **Effective Date and Termination Date.** The Court hereby waives the effect of Fed. R. Bankr. P. 6004(h). This Order shall be effective as of the Petition Date, upon signature by the Court, and may be relied upon by the Secured Creditors and the Debtor without the necessity of entry into the docket sheet of this case. To the extent any findings of fact may constitute conclusions of law, and *vice versa*, they are hereby deemed as such. The Debtor's authority to use Cash Collateral under this Order expires at midnight (CT) on the Termination Date, unless extended as provided in this Order and/or by further order of the Court. This Order is without prejudice to the parties' rights to request a hearing regarding the Debtor's current or future use of cash collateral.

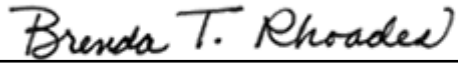
21. **Objections:** Objections, if any, to the final relief being granted are due by August 6, 2026.

22. **Final Hearing:** A final hearing on the Motion shall be held before this Court on August 13, 2026 at 2:00 p.m. (CT).

23. **Notice under this Order:** Debtor shall serve a copy of this Order upon the Debtor's matrix. Any notice, objection, report, or other document required to be given under this Order shall be made, and shall be deemed given upon its transmission, *via* email as follows:

Debtor: to Mark A. Castillo at markcastillo@ccsb.com
and Robert C. Rowe at rrowe@ccsb.com

Signed on 7/16/2026

 KC
HONORABLE BRENDA T. RHOADES,
CHIEF UNITED STATES BANKRUPTCY JUDGE

Submitted by:

Mark A. Castillo
Texas State Bar No. 24027795
Robert C. Rowe
Texas State Bar No. 24086253
**CARRINGTON, COLEMAN, SLOMAN
& BLUMENTHAL, L.L.P.**
2200 Ross Avenue, Suite 1800
Dallas, Texas 75201
Telephone: 214-855-3000
Facsimile: 214-580-2641
Email: markcastillo@ccsb.com
rrowe@ccsb.com

*Proposed Bankruptcy Counsel for
Debtor Oha Papi, LLC d/b/a Simple Auto DFW*

EXHIBIT
20

Week	Week 1 (07/05 - 07/11)	Week 2 (07/12 - 07/18)	Week 3 (07/19-07/25)	Week 4 (07/26-08/01)
Beginning Balance	\$70,000	\$75,611	\$173,314	\$154,397
Collection - P&I	\$138,725	\$169,671	\$143,464	\$171,927
Collection - Sales Tax	\$5,886	\$7,126	\$6,097	\$7,229
Collection - Side Loan	\$2,339	\$2,909	\$2,909	\$2,665
Sales	\$5,000	\$5,000	\$5,000	\$5,000
Other				
Total Inflows	\$151,950	\$184,706	\$157,469	\$186,821
Payroll & Payroll Tax	\$75,000		\$75,000	
Reconditioning	\$8,570	\$8,570	\$8,570	\$11,570
Auto Parts	\$13,300	\$13,300	\$13,300	\$13,300
Recoveries	\$3,000	\$3,000	\$3,000	\$3,000
Vehicle Tracking / GPS Expense		\$2,500		
Marketing	\$5,500	\$5,500	\$5,500	\$5,500
Software	\$8,251	\$7,052	\$6,365	\$9,371
Towing	\$1,250	\$1,250	\$1,250	\$1,250
Building & property rent				\$28,306
Outside Services	\$20,000	\$20,000	\$20,000	\$20,000
Office & Administrative Expenses	\$1,199	\$1,199	\$5,570	\$3,352
Payment Processing Fees	\$7,437			
Insurance – Garage & Vehicles		\$20,987		
Insurance – Payroll Deductions		\$814		\$7,711
Deferred Sales Tax			\$35,000	
Vehicle Transfer Fees & Taxes	\$1,659	\$1,659	\$1,659	\$1,659
Miscellaneous Operating Expenses	\$350	\$350	\$350	\$350
Total Outflows	\$145,516	\$86,180	\$175,563	\$105,369
Remaining Balance	\$76,434	\$174,137	\$155,220	\$235,849

*Corrected Budget to remove errant addition of Beginning Balances for Weeks 2 and 3 to Total Inflows for those weeks