Signed as modified by the Court.

This order is SIGNED.

Dated: August 7, 2026

MICHAEL F. THOMSON
U.S. Bankruptcy Judge

rdr

Geoffrey L. Chesnut (A12058)
ARGUS LAW GROUP, PC
2107 W. Sunset Boulevard, 2nd Floor
St. George, UT 84770
Mailing:
PO Box 1948
Cedar City, UT 84721
Telephone: (435) 634-1600
Email: gchesnut@arguslawgroup.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In Re: **TOOELE VALLEY COUNSELING, PLLC** **Debtor.**	**Bankruptcy No. 26-24646** **Chapter 11** **(Subchapter V)** **Hon. Michael F. Thomson**

ORDER GRANTING EMERGENCY MOTION FOR INTERIM USE OF CASH COLLATERAL

This matter came before the Court upon the *Emergency Motion for Interim Use of Cash Collateral* [Dkt. No. 5] (the "Cash Collateral Motion") filed by Tooele Valley Counseling, PLLC, the debtor and debtor-in-possession herein (the "Debtor"), seeking entry of an order authorizing the Debtor to use cash collateral on an interim basis. The Court, having reviewed the Cash Collateral Motion and the *Declaration* and *Supplemental Declaration* of Darci Alston [Dkt. Nos. 7 & 23], received the proffer of Ms. Alston's testimony, and heard the statements of counsel at the expedited hearing conducted on August 6, 2026, made its findings of fact and conclusions of law regarding the Cash Collateral Motion on the record at the August 6, 2026 hearing. Based on those findings and conclusions, which the Court incorporates herein by

reference,

IT IS HEREBY ORDERED:

1. The Cash Collateral Motion is GRANTED on an interim basis as set forth herein.

2. Authorization to Use Cash Collateral: The Debtor is authorized to utilize cash collateral through the date set for the final hearing of September 1, 2026, on an interim basis and subject to a final hearing as set forth herein, consistent with the 4-Week Interim Budget attached to the Cash Collateral Motion as Exhibit A (the "Interim Budget"), strictly for the ordinary-course operating expenses of the Debtor, including payroll, rent, utilities, and billing/technology subscriptions.

3. Budget Variance: The Debtor shall adhere to the Interim Budget, subject to a weekly variance of up to ten percent (10%) on any individual line item, and an aggregate variance not to exceed five percent (5%) of the total projected disbursements for the interim period. In no event shall the Debtor make any disbursements that result in a negative operating cash balance.

4. Adequate Protection Replacement Liens: As adequate protection for Fenix Capital Funding, LLC and Utah Microloan Fund (the "Asserted Interest Holders"), to the extent of any actual post-petition diminution in the value of their valid, perfected, enforceable, and unavoidable prepetition interests in the Debtor's collateral resulting from the Debtor's use of cash collateral, such Asserted Interest Holders are hereby granted post-petition replacement liens in the Debtor's post-petition accounts receivable and cash proceeds.

5. Priority and Validity of Replacement Liens: Any replacement liens granted herein shall be of the same validity, extent, and priority as existed on the Petition Date (July 29, 2026). These replacement liens shall be deemed perfected immediately upon entry of this Order without the

necessity of filing or recording any UCC-1 financing statements or other security instruments.

6. Explicit Exclusions: The replacement liens granted as adequate protection shall strictly exclude any Chapter 5 avoidance actions under the Bankruptcy Code, as well as any recoveries or proceeds generated therefrom.

7. Reservation of Rights: This Order is entered without prejudice to the Debtor's right to challenge or object to the validity, extent, perfection, priority, or enforceability of any prepetition liens, claims, or purchase agreements asserted by Fenix Capital Funding, LLC or any other Asserted Interest Holder. Nothing in this Order shall constitute an admission by the Debtor or the estate regarding the characterization of their prepetition contract or judgment.

8. Final Hearing: The final hearing on the Debtor's Cash Collateral Motion is scheduled for **September 1, 2026**, at **1:30 p.m.** (Prevailing Utah Time), which hearing shall be conducted Zoom. Any objections to the final use of cash collateral shall be filed with the Court and served on Debtor's counsel no later than **August 24, 2026**, at **4:00 p.m.**

[END OF DOCUMENT]

DESIGNATION OF PARTIES TO BE SERVED

Service of the foregoing **ORDER GRANTING EMERGENCY MOTION FOR INTERIM USE OF CASH COLLATERAL** shall be served to the parties and in the manner designated below:

By Electronic Service: I certify that the parties of record in this case as identified below, are registered CM/ECF users and will be served notice of entry of the foregoing Order through the CM/ECF system:

- **Geoffrey L. Chesnut** courtmailrr@expresslaw.com, gchesnut@arguslawgroup.com; saraih@arguslawgroup.com; dezaree@arguslawgroup.com
- **Peter J. Kuhn** Peter.J.Kuhn@usdoj.gov, Lindsey.Huston@usdoj.gov; Rinehart.Peshell@usdoj.gov; Rachelle.D.Hughes@usdoj.gov; Brittany.Dewitt@usdoj.gov
- **Kevin Neiman** trustee@ksnpc.com, CO40@ecfcbis.com
- **United States Trustee** USTPRegion19.SK.ECF@usdoj.gov

By U.S. Mail - In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed R. Civ. P. 5(b).

- Tooele Valley Counseling, PLLC
  1102 W 60 S Ste. #6 Tooele, UT 84074
- All Parties on the Court's Mailing Matrix.