



**ORDERED in the Southern District of Florida on May 15, 2017.**

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge  
United States Bankruptcy Court

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
WEST PALM BEACH DIVISION**

**In re:**

**Case No. 15-31082-EPK**

**CCH JOHN EAGAN II HOMES, L.P.,**

**Chapter 11**

**Debtor.**

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**ORDER DENYING MOTION FOR USE OF CASH COLLATERAL FOR THE  
PERIOD FOLLOWING CONFIRMATION OF THE DEBTOR'S CHAPTER 11 PLAN**

This matter came before the Court for hearing on May 10, 2017 upon the *Debtor's Motion for Use of Cash Collateral on an Emergency Interim Basis* [ECF No. 14] (the "Motion") filed by CCH John Eagan II Homes, L.P. (the "Debtor").

As is customary in chapter 11 cases, the Court held multiple hearings on the Motion and entered a series of orders authorizing the use of cash collateral subject to specified conditions for limited periods of time. In the most recent of these orders, the *Ninth Interim Order Authorizing Debtor to Use Cash Collateral Pursuant to 11 U.S.C. § 363(c), Federal Rule of Bankruptcy Procedure 4001(b) and Local Rules 4001-2 and 9013-1(G) and Setting Final*

*Hearing Thereon* [ECF No. 662], the Debtor was authorized to use cash collateral through April 30, 2017.

Prior to the end of the period covered by that most recent cash collateral order, on March 20, 2017, the Court entered the *Order Confirming Debtor's Chapter 11 Plan* [ECF No. 704] (the "Confirmation Order"), confirming the Debtor's *(Revised) Third Amended Plan of Reorganization for CCH John Eagan II Homes, L.P. Under Chapter 11 of the United States Bankruptcy Code* [ECF No. 700] (the "Plan"). Accordingly, the Debtor was authorized to use cash collateral through the entry of the Confirmation Order.

The term "cash collateral" is defined in 11 U.S.C. § 363(a) as "cash, negotiable instruments, documents of title, securities, deposit accounts, or other cash equivalents whenever acquired in which the estate and an entity other than the estate have an interest." Under 11 U.S.C. § 363(c)(2), a debtor in possession may not use cash collateral unless each entity with an interest in such cash collateral consents or the Court, after notice and hearing, authorizes its use.

As is obvious from the definition of cash collateral, the listed categories of assets are only considered cash collateral while they are property of the estate. Upon confirmation of a chapter 11 plan, unless the plan or the confirmation order provide otherwise, all property of the estate vests in the debtor. 11 U.S.C. § 1141(b). In this case, neither the Plan nor the Confirmation Order contain a contrary provision. Upon entry of the Confirmation Order in this case, there was no longer any property of the estate and so there was no cash collateral. After entry of the Confirmation Order, nothing in section 363 prohibited the Debtor from using its cash, negotiable instruments, documents of title, securities, deposit accounts, or

other cash equivalents. Court authorization for the use of cash collateral is not necessary, or appropriate, after confirmation of the Plan.<sup>1</sup>

In light of the forgoing, the Court ORDERS and ADJUDGES that the Motion [ECF No. 14] is DENIED as moot for any and all periods after confirmation of the Plan.

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Copies furnished to:

Howard D. Dubosar, Esq.

*Howard D. Dubosar, Esq. is directed to serve a conformed copy of this Order on all parties in interest and file a certificate of service with the Court.*

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<sup>1</sup> Instead, the Debtor is bound by the provisions of its confirmed Plan and the agreements and documents referenced therein. 11 U.S.C. § 1141(a).