

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re:

**Remodeling Services & Complete  
Restoration, Inc.**

Debtor

Case No: 18-05638-RLM-11

**Debtor's Motion To Modify Agreed Final  
Order Authorizing Debtor In Possession  
To Use Cash Collateral Of Greenfield  
Banking Company And Grant Liens,  
Claims, And Adequate Protection**

Remodeling Services & Complete Restoration, Inc. (the "Debtor"), by counsel, for the above-entitled motion (this "Motion") and pursuant to §363 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), hereby respectfully requests that the Court authorize the Debtor to modify the Final Cash Use Order (defined herein). In support thereof, the Debtor states as follows:

SUMMARY

1. The Debtor filed its petition for relief on July 25, 2018 (the "Petition Date").
2. The Debtor continues to operate its business as a debtor-in-possession pursuant to sections §§ 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed, and no committees have been appointed or designated.
3. A motion to use the cash collateral of Greenfield Banking Company ("GBC") entitled *First Day Motion to Use Cash Collateral of Greenfield Banking Company* (the "Cash Use Motion") was filed on the Petition Date [Doc. No. 2], and an interim hearing was held on the Cash Use Motion on July 30, 2018 (the "Interim Hearing").
4. An interim agreement was reached between the Debtor and GBC for the use of cash collateral and announced at the Interim Hearing. The Court approved use of cash collateral on an interim basis and entered its *Agreed Interim Order Authorizing*

*Debtor in Possession To Use Cash Collateral Of Greenfield Banking Company And Grant Liens Claims and Adequate Protection* on July 31, 2018 (the “Interim Cash Use Order”) [Doc. No. 11] granting cash use pursuant to its terms to August 30, 2018, the date of a final hearing on the Debtor’s use of cash collateral of GBC (the “Final Hearing”).

5. A final agreement was reached between the Debtor and GBC for the use of cash collateral and announced at the Final Hearing. The Court approved use of cash collateral on a final basis and entered its *Agreed Final Order Authorizing Debtor in Possession To Use Cash Collateral Of Greenfield Banking Company And Grant Liens Claims and Adequate Protection* on September 24, 2018 [Doc. No. 29] (the “Final Cash Use Order”).

6. Pursuant to both the Interim Cash Use Order and Final Cash Use Order GBC was granted replacement liens on all the Debtor’s cash collateral.

7. Full schedules have been filed in this matter and the 341 First Meeting of Creditors was held on September 13, 2018 at 2pm EST.

8. Subsequent to the Final Hearing and 341 First Meeting of Creditors, Hurricane Florence came ashore in North Carolina. That hurricane lasted from September 14-16, 2018<sup>1</sup>. Hurricane Florence caused an estimated \$30-50 billion in damages<sup>2</sup>.

9. The Debtor is in the insurance remediation business, and responding to hurricanes such as Florence is the Debtor’s business model. The Debtor has a large amount of water remediation equipment, vehicles to move such equipment, and the know-how to get to the site of devastation quickly.

10. The Debtor, in the ordinary course of its business, responded to Hurricane Florence with equipment, vehicles, employees, and subcontractors. The Debtor was on the ground the weekend of the September 15, 2018; however, the Debtor was critically short of funds to support such efforts.

11. On October 2, 2018, the Debtor filed *Debtor’s Motion to Obtain Credit Nunc Pro Tunc* [Doc. No. 38] (the “Credit Motion”) whereby the Debtor requested authority to enter into debtor-in-possession financing to assist the Debtor in its efforts in Florence Hurricane.

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<sup>1</sup> See <https://www.accuweather.com/en/hurricane/atlantic/florence-2018>. Last visited on October 2, 2018.

<sup>2</sup> See <https://www.usatoday.com/in-depth/news/2018/09/11/hurricane-florence-maps-estimates/1267010002/>. Last visited on October 2, 2018.

12. The Debtor believes the Final Cash Use Order needs modified to reflect that the Debtor is now operating under a significantly different budget than originally proposed due to Hurricane Florence.

13. The Debtor anticipates generating significantly more income in 2018 due to Hurricane Florence, and the Debtor shall incur significantly more costs than previously predicted as part of generating that higher income. The Debtor anticipates being more profitable as a result of Hurricane Florence.

14. The Debtor does not propose changing any of the terms, liens, and adequate protection provided to GBC in the Final Cash Use Order other than limiting GBC's lien in cash to \$10,000.00.

15. The Debtor seeks an order of this Court authorizing the Debtor to operate under the budget attached hereto as *Attachment A*.

### **Request for Relief**

The Debtor requests that the Court schedule this matter for a hearing along with the Credit Motion on November 1, 2018, requests that the Court authorize the Debtor to use cash collateral as described herein, and for all other relief just and proper.

Respectfully submitted,

HESTER BAKER KREBS LLC

/s/ John J. Allman

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**Certificate Of Service**

I hereby certify that on October 12, 2018, a copy of the foregoing *Debtor's Motion To Obtain Credit Nunc Pro Tunc* was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

- **U.S. Trustee** — ustpreion10.in.ecf@usdoj.gov
- **Harrison E. Strauss** — harrison.strauss@usdoj.gov
- **John A. Apple** — japple@strahlapple.com, lawoffice@strahlapple.com
- **Sarah E. Barngrover** — amps@manleydeas.com
- **KC Cohen** — kc@esoft-legal.com
- **Michael Wesley McBride** — mmcbride@cohenandmalad.com
- **William Robert Meyer** — rymeyer@stites.com, dgoodman@stities.com
- **Aaron Jamaal Williamson** — awilliamson@cohenandmalad.com

I further certify that on October 12, 2018, a copy of the foregoing *Debtor's Motion To Obtain Credit* was mailed by first class U.S. Mail, postage prepaid and properly addressed, to the following parties:

Notice list

/s/ John J. Allman

John J. Allman

**Remodeling Services &  
Complete Restoration, Inc.  
NC Florence Project, DIP Financing  
18-05638**

**Week Ending**

	1	2	3	4	5	6	7	8	9	10	11	12	13	Totals
9/16/2018	9/23/2018	9/30/2018	10/7/2018	10/14/2018	10/21/2018	10/28/2018	11/4/2018	11/11/2018	11/18/2018	11/25/2018	12/2/2018	12/9/2018		
Receipts, Insurance					30,000	130,000	200,000	200,000	225,000	225,000	225,000	325,000	325,000	1,885,000
Cash Funding	15,000	16,000		25,000	5,000									61,000
<b>Total Receipts &amp; Funding</b>	<b>15,000</b>	<b>16,000</b>	<b>-</b>	<b>25,000</b>	<b>35,000</b>	<b>130,000</b>	<b>200,000</b>	<b>200,000</b>	<b>225,000</b>	<b>225,000</b>	<b>225,000</b>	<b>325,000</b>	<b>325,000</b>	<b>1,946,000</b>

**Expenses**

CC, due 11/6	Tarps	6,500												9,750
CC, due 11/6	Plywood	2,700												4,050
CC, due 11/6	Cleanup Supply	3,500												5,250
CC, due 11/6	Remediation Supplies	4,500												6,750
CC, due 11/6	Fuel for Generators	350												525
CC, due 11/6	Plastic	600												900
CC, due 11/6	Truck lease	1,820												3,640
CC, due 11/6	Travel Expenses	1,240												2,240
CC, due 11/7	Hotel	7,560												22,680
CC, due 11/6	Fuel Cost for Truck	1,000												1,750
cash	Labor Cost	3,000	6,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	159,000
cash	Temp Labor Cost	3,000	5,000	10,000	15,000	27,000	27,000	45,000	45,000	45,000	45,000	45,000	45,000	357,000
cash	Perdiem	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
cash	Misc Cost	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	16,800
<b>Total Expenses</b>		<b>9,500</b>	<b>14,500</b>	<b>28,500</b>	<b>33,500</b>	<b>45,500</b>	<b>45,500</b>	<b>93,270</b>	<b>63,500</b>	<b>63,500</b>	<b>63,500</b>	<b>91,265</b>	<b>63,500</b>	<b>615,535</b>

**Period Cash Flow  
Repay DIP Loan**

15,000	6,500	(14,500)	(3,500)	1,500	84,500	154,500	106,730	161,500	161,500	161,500	233,735	261,500	1,330,465
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**(a) Available for Repayment**

15,000	21,500	7,000	3,500	5,000	89,500	244,000	350,730	512,230	673,730	835,230	1,068,965	1,330,465	556,500
Total Funding	15,000	16,000	-	25,000	5,000	-	29,770	-	-	-	27,765	-	118,535
Less Repayment						39,000	60,000	60,000	67,500	67,500	97,500	97,500	-
Net Advanced	15,000	31,000	31,000	56,000	61,000	22,000	-	-	-	-	-	-	118,535

(a) 30% of Receipts allocated to repay DIP Loan

DIP Financing involves both cash advances to Debtor as well as making credit card credit available to Debtor.

By Week 8 Debtor should be able to retire all DIP financing.