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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF WYOMING**

In re:)
)
TWIFORD ENTERPRISES, INC.,) Case No. 18-20120
) CHAPTER 11
)
Debtor-in-Possession.)
)

EMERGENCY MOTION FOR USE OF CASH COLLATERAL

COME NOW the above named Debtor-in-Possession, Twiford Enterprises, Inc. (“TEI”), by and through its attorney, and hereby moves the Court for the immediate use of cash collateral pursuant to § 363(c) and Fed. R. Bankr. P. 4001(b), and in support hereof shows the Court as follows:

1. Because it is not clear that this Court’s “Order (I) Authorizing the Debtor to Use Cash Collateral (II) Granting Adequate Protection for Use Thereof and (III) Modifying the Automatic Stay to Allow for the Relief Requested Herein” [D.E. 111] (“Cash Collateral Order”) granted Rolling Hills Bank and Trust (“RHB”) the unilateral power to halt the use of cash collateral by its sole determination that a “Termination Event” has occurred (and whether, in fact, such a “Termination Event” has occurred), TEI is now compelled to have this Court’s explicit authorization that it be allowed to use the cash collateral represented by the \$226,765.73 in cattle sale checks that have not been deposited as well as the funds in the Debtor-in-Possession bank account (to the extent they constitute cash collateral).

2. There are cattle proceed checks that date back to September 25, 2018 that have not been cashed because Petsch Farms, a joint payee, feels it needs additional protection before it endorses said checks. The checks are currently in the possession of Petsch Farms. RHB refuses to agree to such protections. Meanwhile, the checks grow stale, but TEI's cattle keep feeding and incurring costs. This refusal to endorse the checks constitutes a violation of the automatic stay.

3. As of the date of this Motion, the Debtor-in-Possession bank account holds only \$1,476.00.

4. While RHB's "Notice of Termination Event Pursuant to the Court's Order (I) Authorizing the Debtor to Use Cash Collateral (II) Granting Adequate Protection for Use Thereof and (III) Modifying the Automatic Stay to Allow for the Relief Requested Herein [D.E. 111]" [D.E. 388] ("Notice of Termination") indicates that subject to certain conditions it will allow the use of only \$128,319.77, which use it will only allow up until on February 12, 2019 (apparently the cattle will stop eating on February 12, 2019).

5. This Court should not allow RHB's dubious Notice of Termination or Petsch's refusal to endorse the subject checks to have the practical effect of altering or amending this Court's December 11, 2018 cash collateral order [D.E. 339].

6. The cash collateral order currently in place [D.E. 339] expires on February 28, 2019. This Court should continue TEI's use of the cash collateral through the end of March 2019. In that regard, it is projected that TEI will require \$75,200.00. Specifically, it is anticipated that March's expenses will be the same as those in February, 2019. (See budget attached to D.E 278.)

WHEREFORE TEI requests this Court hold an expedited hearing to resolve the above dispute.

DATED this 30th day of January, 2019.

TWIFORD ENTERPRISES, INC.

By: _____/s/

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CERTIFICATE OF SERVICE

I, Stephen R. Winship, do hereby certify that a true and correct copy of the foregoing **Emergency Motion for Use of Cash Collateral** was hereby served *electronically* upon the **Office of the U.S. Trustee, Bradley Hunsicker, Timothy Woznick, Rex Johnson** and those parties requesting notice/registered on the CM/ECF System for purposes of proper notice, this 30th day of January, 2019.

_____/s/
Stephen R. Winship