

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA**

In re

ELITE EQUIPMENT LEASING, LLC,
Debtor.

Case No. **1:25-bk-10145-BPH**

RELIABLE CRANE SERVICE, LLC,
Debtor.

Case No. **1:25-bk-10146-BPH**

**RELIABLE CONSTRUCTION
SERVICES, LLC,**
Debtor.

Case No. **1:25-bk-10147-BPH**

CHAMPION CRANE RENTAL, INC.,
Debtor.

Case No. **1:25-bk-10148-BPH**

CHAMPION CRANE HOLDINGS, LLC,
Debtor.

Case No. **1:25-bk-10149-BPH**

RELIABLE PHOENIX, LLC,
Debtor.

Case No. **1:25-bk-10150-BPH**

**INTERIM ORDER ON PREPETITION WAGES, SALARIES, AND OTHER
COMPENSATION AND BENEFITS**

Debtors and debtors-in-possession Elite Equipment Leasing, LLC; Reliable Crane Service, LLC; Reliable Construction Services, LLC; Reliable Phoenix, LLC; Champion Crane Holdings, LLC; and Champion Crane Rental, Inc. (collectively, the “Debtors”) filed a Motion for Order Authorizing Debtors to Pay and Honor Prepetition Wages, Salaries, and Other Compensation and Benefits (the “Motion”).

Based on the testimony of witnesses, arguments of counsel and the parties’ pleadings, the Motion is granted as follows.

IT IS ORDERED that:

1. The Motion is granted on an interim basis, as set forth herein (the “Interim Order”).

2. The final hearing on the Motion shall be held on **October 3, 2025, at 9:00 a.m. MDT** in the BANKRUPTCY COURTROOM, RUSSELL SMITH COURTHOUSE, 201 EAST BROADWAY, MISSOULA, MONTANA. Any objections or responses to entry of a final order on the Motion shall be filed and served **on or before September 26, 2025**.

3. The Debtors are authorized, but not required, in their sole discretion, to satisfy or honor outstanding Employee Obligations,¹ which include: (a) Prepetition Compensation and Deductions and Benefits for Employees, whether they are directly employed by the Debtors or are Independent Contractors; (b) unpaid prepetition amounts owed for certain Employee Benefit Plans; (c) Prepetition Reimbursable Expenses; and (d) funds deducted from payroll, including, without limitation, Deductions, Payroll Taxes and contributions to the Employee Benefit Plans, that accrued or accumulated prior to the Petition Date but remained unpaid as of the Petition Date, in accordance with Debtors’ stated policies with respect thereto.

4. The Debtors are authorized to continue to honor, in their sole discretion, their practices, programs, and policies, with respect to the Employees as such practices, programs, and policies were in effect as of the date of the commencement of these chapter 11 cases as described in the Motion.

5. The Debtors are authorized to pay, in their sole discretion, costs and expenses incidental to the payment of the Employee Obligations, including any administration and processing costs and payments to outside professionals, including ADP, in the ordinary course of business, in order to facilitate the administration and maintenance of the Debtors’ programs and policies related to the Employee Obligations.

6. The Debtors are authorized to continue to honor their Employee Benefits, make necessary contributions to the applicable benefit programs, and pay any unpaid premium, claim, or amount owed in connection therewith as of the Petition Date in accordance with the Debtors’ ordinary course of business and stated policies as set forth in the Motion.

7. The Banks and other financial institutions are authorized to receive, process, honor and pay any and all checks drawn on Debtors’ payroll or other disbursement accounts to pay such Employee Obligations, regardless of whether such checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

8. The Banks are authorized to rely upon the Debtors’ representation that a particular payment is authorized under this Interim Order.

¹ All capitalized terms used, but not specifically defined in this Interim Order, shall have the meaning ascribed to them in the Motion.

9. The Debtors are authorized to reissue checks to cover amounts owing on any checks covered by this Interim Order that have been dishonored and to reimburse Employees for any resulting charges.

10. Nothing in the Motion or this Interim Order, nor the Debtors' payment of claims pursuant to this Interim Order, shall be deemed or construed: (a) as an admission as to the validity of any claim against the Debtors; (b) as a waiver of the Debtors' right to dispute any claim; (c) to waive or release any right, claim, defense or counterclaim of the Debtors or their estates, or to estop the Debtors or their estates from asserting any right, claim, defense or counterclaim; (d) as an approval or assumption of any agreement, contract or lease, pursuant to section 365 of the Bankruptcy Code; or (e) as an admission that any obligation is entitled to administrative expense priority or any such contract or agreement is executory or unexpired for purposes of section 365 of the Bankruptcy Code or otherwise.

11. The Debtors have satisfied the requirements of Bankruptcy Rule 6003.

12. To the extent necessary, the notice requirements of Bankruptcy Rule 6004(a) are waived.

13. Notwithstanding Bankruptcy Rule 6004(h), 9014, or otherwise, the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

14. The Debtors are authorized and empowered to take such actions as may be necessary and appropriate to implement the terms of this Interim Order.

15. This Court shall retain jurisdiction with respect to all matters relating to interpretation or implementation of this Interim Order.

16. Notwithstanding anything herein to the contrary, all payments pursuant to this Order shall be subject in all respects to the DIP Financing Order and the Budget approved thereby.

Dated September 10, 2025.

BY THE COURT:



Hon. Benjamin P. Hursh
United States Bankruptcy Court
District of Montana