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

IN RE:

ELITE EQUIPMENT LEASING, LLC

RELIABLE CONSTRUCTION
SERVICES, LLC

RELIABLE CRANE SERVICE, LLC

CHAMPION CRANE HOLDINGS, LLC

CHAMPION CRANE RENTAL, INC.

RELIABLE PHOENIX, LLC

Debtors in Possession.

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

Jointly Administered With:

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

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

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

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

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

**DEBTORS' OPPOSITION TO 1st SOURCE BANK'S MOTION TO MODIFY OR
GRANT RELIEF FROM STAY**

NOTICE OF HEARING

Date: December 2, 2025

Time: 9:00 a.m.

**Location: James F. Battin Federal Courthouse
2601 2nd Avenue North
Billings, MT**

Debtors Elite Equipment Leasing, LLC; Reliable Crane Service, LLC; Reliable Construction Services, LLC; Reliable Phoenix, LLC; Champion Crane Holdings, LLC; and Champion Crane Rental, Inc. (together, the "Debtors") oppose the Motion to Modify or Grant Relief From Stay [Dkt. No. 99] (the "Motion") filed by Creditor 1st Source Bank (the "Bank").

The Bank seeks relief from the automatic stay with respect to two pieces of equipment: a 2019 Grove GMK 5150L All Terrain Crain s/n 5150-1195 (VIN W09150510K WG12195) (the "2019 Crane") and a 2004 Grove TMS 9000E Hydraulic Truck Crane (VIN 476S900E24S223713) (the "2004 Crane").

The Debtors have informed the Bank that they no longer need the 2004 Crane and intend to return it voluntarily to the Bank. The Debtors will stipulate to relief from stay with respect to the 2004 Crane. Commercial Credit Group, Inc. ("CCG"), one of the Debtors' other secured creditors, recently informed the Debtors that it contends that it has a first-priority lien on the 2004 Crane. The Debtors will continue to investigate that issue and discuss it with the Bank and CCG. For purposes of this motion, that issue does not need to be resolved. The Debtors intend to return the 2004 Crane either way.

However, the Debtors intend to retain the 2019 Crane, which is an important piece of equipment that is necessary for the Debtors' reorganization. The Debtors have equity in the 2019 Crane and oppose relief from stay with respect to that piece of equipment.

The 2019 Crane is part of one of the Debtors' most utilized classes of equipment. The 2019 model is particularly valuable because it features an extendable jib in addition to the main boom, making it especially sought after in the utility sector for tasks such as installing and replacing power poles, as well as for general crane work. The Debtors currently have four cranes in this class. Two of these cranes, including the 2019 Crane, are 2019 Grove GMK 5150s. The other two units in this class are older and unreliable. One lacks a jib altogether. The Debtors plan to decommission the two older cranes and retain only the two 5150s, including the 2019 Crane that is subject to this Motion.

The 2019 Crane has an appraised fair market value of approximately \$1,007,324. The Bank is owed approximately \$1,154,047.94 for both pieces of equipment. After returning the 2004 Crane to the Bank, which has a fair market value of \$185,017, the remaining balance on the secured obligation is, at most, \$969,030.94. This figure includes various late charges and prepayment penalties that the Debtors believe are unreasonable and not allowable. But even including those additional charges, there is equity of at least \$38,293.06 in the 2019 Crane. The 2019 Crane is only six years old and has a useful life of at least twenty years, so it is not subject to material depreciation in the near term.

Nonetheless, the Debtors are prepared to provide adequate protection in the form of interest-only payments based on the remaining debt balance. Interest at 9.6% on this reduced amount accrues at \$254.87 per day, or approximately \$7,646.05 per month. The Bank is requesting monthly adequate protection payments of \$22,228.47, which is excessive given the current value

of the retained collateral and the Debtors' proposal. A monthly payment of \$7,646.05 reflects the appropriate amount necessary to protect the Bank's interest during the pendency of this case.

CONCLUSION

For the foregoing reasons, the Debtors respectfully request that the Court enter an Order:

- (a) denying 1st Source Bank relief from the automatic stay with respect to the 2019 Crane;
- (b) permitting the Debtors to return the 2004 Crane to the Bank and granting relief from stay to the extent necessary to permit the Bank to sell the 2004 Crane in a commercially reasonable manner and apply the proceeds to reduce the loan balance; (c) authorizing and approving monthly adequate protection payments in the amount of \$7,646.05 with respect to the 2019 Crane; and
- (d) for such further relief as the Court deems just and proper.

DATED: October 7, 2025

LESNICK PRINCE PAPPAS & ALVERSON LLP

-and-

**PATTEN, PETERMAN, BEKKEDAHN & GREEN,
PLLC**

By: JA Patten

James A. Patten

Counsel to the Debtors and

Debtors in Possession

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify under penalty of perjury that on the 8th day of October, 2025, a copy of the foregoing was served by electronic means pursuant to Mont. LBR 9013-1(d)(2) on the parties noted in the Court's ECF transmission facilities and on the following parties: None

/s/JA Patten

Patten, Peterman, Bekkedahl & Green PLLC