

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

McLAUGHLIN & STERN, LLP

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Attorneys for Landscape Workshop, LLC

In Re:

CBRM REALTY, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 25-15343 (MBK)
(Jointly Administered)

**LANDSCAPE WORKSHOP, LLC'S OBJECTION AND RESERVATION OF RIGHTS
REGARDING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

Landscape Workshop, LLC ("Landscape Workshop") hereby submits this Objection and Reservation of Rights (this "Objection") regarding the *Notice of Possible Assumption and Assignment With Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 436] (the "Cure Notice"), as follows:

BACKGROUND

1. The Debtors commenced these jointly administered bankruptcy cases by filing petitions for relief under chapter 11 of the Bankruptcy Code on May 19, 2025 (the "Petition Date").

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: CBRM Realty Inc. (2420), Crown Capital Holdings LLC (1411), Kelly Hamilton Apts LLC (9071), Kelly Hamilton Apts MM LLC (0765), RH Chenault Creek LLC (8987), RH Copper Creek LLC (0874), RH Lakewind East LLC (6963), RH Windrun LLC (0122), RH New Orleans Holdings LLC (7528), RH New Orleans Holdings MM LLC (1951), and Laguna Reserve Apts Investor LLC (N/A). The location of the Debtors' service address in these chapter 11 cases is: In re CBRM Realty Inc., et al., c/o White & Case LLP, 1221 Avenue of the Americas, New York, New York 10020.



2. Prior to the Petition Date, Landscape Workshop (as successor to Louisiana Landscape Specialty, Inc.) executed certain contracts (as amended, collectively, the “Contracts”, and each a “Contract”) with Debtors RH Chenault Creek LLC, RH Windrun LLC, RH Copper Creek LLC, and RH Lakewind East LLC (collectively, the “NOLA Debtors”).

3. Pursuant to the Contracts, Landscape Workshop provided certain landscape and maintenance services to the NOLA Debtors at their apartment complexes located in New Orleans, Louisiana.

4. On August 22, 2025, the Debtors filed the Cure Notice on the docket.

5. The Cure Notice listed the following with respect to the Contracts:

	Debtor Entity	Contract Counterparty	Description of Contract or Lease and Nature of Debtor's Interest	Address	Cure Payment
302.	RH Windrun LLC	Landscape Workshop LLC	Landscaping Contract	550 Montgomery Hwy Birmingham, AL 35216	\$15,750.00
428.	RH Copper Creek LLC	Landscape Workshop LLC	Landscaping Contract	550 Montgomery Hwy Ste 200 Birmingham, AL 35216	\$2,635.00
710.	RH Chenault Creek LLC	Landscape Workshop LLC	Landscaping Contract	550 Montgomery Hwy Birmingham, AL 35216	\$9,135.00

OBJECTION

6. Landscape Workshop objects to the assumption or assignment of any of the Contracts with Landscape Workshop because the Debtors have failed to accurately state the cure amounts owed to Landscape Workshop.

7. Section 365 of the Bankruptcy Code provides that a debtor may not assume or assign an executory contract, unless at the time of the assumption of such contract, the debtor cures any defaults, compensates for any actual pecuniary loss resulting from such defaults, and provides adequate assurance of future performance. 11 U.S.C. §§ 365(b)(1), 365(f)(2).

8. As of September 3, 2025, the total cure amount due to satisfy all amounts owing to Landscape Workshop under the Contracts with the NOLA Debtors is **\$49,193.00**, plus all interest

and other legally recoverable charges that continue to accrue on the amounts owed to Landscape Workshop.² A summary of unpaid invoices as of September 3, 2025 is attached as **Exhibit A**.

9. Amounts owing to Landscape Workshop may continue to accrue. Landscape Workshop demands payment in full of all accrued and accruing invoices and attorneys' fees as a condition to assumption or assignment of any of the Contracts.

RESERVATION OF RIGHTS

10. Landscape Workshop does not release or waive any claim, right or remedy arising under the Contracts, any related agreements, the Bankruptcy Code, or other applicable law.

11. Without limitation, Landscape Workshop expressly reserves the right to assert that amounts due and owing to Landscape Workshop are administrative expense claims under section 503 of the Bankruptcy Code and other applicable law.

12. Similarly, Landscape Workshop may continue to provide services to the Debtors. Landscape Workshop reserves the right to assert additional cure claims for any and all amounts that may remain outstanding under the Contracts at the time that assumption or assignment of the Contracts is proposed to be effective. Any and all such amounts must be paid under section 365 of the Bankruptcy Code in order for the Debtors to assume or assign the Contracts.

WHEREFORE, Landscape Workshop respectfully requests that the Court sustain this Objection, compel the Debtors to pay all amounts due and owing to Landscape Workshop as a condition to assumption or assignment of the Contracts, and grant Landscape Workshop such other and further relief as the Court deems to be just and proper.

² The Debtors did not list the Contract with RH Lakewind East LLC for assumption and assignment. The balance owing for services to RH Lakewind East LLC is provided out of an abundance of caution should the Debtors or any proposed buyer of the Debtors' assets propose assumption and assignment of such Contract.

Dated: Westfield, New Jersey
September 4, 2025

McLAUGHLIN & STERN, LLP

By: /s/ Chester R. Ostrowski
Chester R. Ostrowski

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EXHIBIT A

Debtor	Job Name	Invoice #	Invoice Date	Balance
RH Chenault Creek LLC	Carmel Brook Apartments	3843202	4/23/2025	\$ 4,137.00
RH Chenault Creek LLC	Carmel Brook Apartments	10542107	5/1/2025	\$ 4,998.00
RH Chenault Creek LLC	Carmel Brook Apartments	10557517	8/1/2025	\$ 4,998.00
	Total			\$ 14,133.00
RH Windrun LLC	Carmel Spring Apartments	10528494	2/1/2025	\$ 3,150.00
RH Windrun LLC	Carmel Spring Apartments	10532831	3/1/2025	\$ 3,150.00
RH Windrun LLC	Carmel Spring Apartments	10537486	4/1/2025	\$ 3,150.00
RH Windrun LLC	Carmel Spring Apartments	3843203	4/23/2025	\$ 3,150.00
RH Windrun LLC	Carmel Spring Apartments	10542097	5/1/2025	\$ 3,150.00
RH Windrun LLC	Carmel Spring Apartments	10557507	8/1/2025	\$ 3,150.00
	Total			\$ 18,900.00
RH Copper Creek LLC	Laguna Creek Apartments	10543933	5/1/2025	\$ 1,585.00
RH Copper Creek LLC	Laguna Creek Apartments	3845650	5/14/2025	\$ 1,050.00
RH Copper Creek LLC	Laguna Creek Apartments	10559054	8/1/2025	\$ 1,585.00
	Total			\$ 4,220.00
RH Lakewind East LLC	Laguna Reserve Apartments	3843204	4/23/2025	\$ 3,940.00
RH Lakewind East LLC	Laguna Reserve Apartments	10542103	5/1/2025	\$ 4,000.00
RH Lakewind East LLC	Laguna Reserve Apartments	10557513	8/1/2025	\$ 4,000.00
	Total			\$ 11,940.00
	Grand Total			\$ 49,193.00

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CERTIFICATION OF SERVICE

I, Chester R. Ostrowski, hereby certify that on September 4, 2025, I caused to be served *LANDSCAPE WORKSHOP, LLC'S OBJECTION AND RESERVATION OF RIGHTS REGARDING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS* upon all parties via ECF notification.

Dated: Westfield, New Jersey
September 4, 2025

McLAUGHLIN & STERN, LLP

By: /s/ Chester R. Ostrowski
Chester R. Ostrowski

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