

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA
PITTSBURGH DIVISION**

In re: CROWN BOILER CO., LLC Debtor.	Case No. 26-20515-JCM Chapter 11
CROWN BOILER CO., LLC, Movant v. BENTLEY TRUCK SERVICES CO., INC. Respondent.	Related to Docket No: Hearing Date: August 5, 2026 @ 10:00 a.m. Response Deadline: July 17, 2026

DEBTOR'S MOTION TO REJECT EXECUTORY CONTRACT

Crown Boiler Co., LLC ("Debtor"), pursuant to 11 U.S.C. § 365(a) and Bankruptcy Rule 6006, respectfully moves this Court for an order authorizing and approving the Debtor's rejection of the executory contract listed herein, effective as of June 1, 2026. In support, the Debtor states:

1. On February 25, 2026 (the "Petition Date"), the Debtor filed its voluntary petition for Chapter 11 relief.
2. The Debtor is operating its business and managing its affairs as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
3. For brevity and convenience, the Debtor refers this Court and parties in interest to its Affidavit of Nick Ribich in Support of Complex Chapter 11 Designation and First Day Motions (Doc. 50) as well as prior filings for a full recitation of the Debtor's business, the reasons for commencing this Chapter 11 case, and the disputes currently at issue.

4. By and through this Motion, the Debtor seeks authority, pursuant to Section 365(a) of the Bankruptcy Code, to reject the following executory contract, effective as of June 1, 2026:

Counter Party	Contract
Bentley Truck Services Co., Inc.	Vehicle Lease and Service Agreement, dated November 7, 2008, as amended by Amendment dated January 10, 2023

(the “Rejected Contract”).

5. The Debtor has determined, in its business judgment, that rejection of the Rejected Contract is in the best interest of its estate.

6. The Debtor, with the assistance of its advisors, has determined that, given its lack of operations in the traditional sense, the Rejected Contract is unlikely to provide a net benefit to the estate, and therefore seeks to avoid the incurrence of any additional unnecessary expenses related to the Rejected Contract. Rejecting the Rejected Contract will help increase the Debtor’s liquidity and otherwise facilitate the efficient administration of the Debtor’s estate.

7. Section 365(a) of the Bankruptcy Code permits a debtor, subject to the approval of the bankruptcy court, to assume or reject any executory contract or unexpired lease to allow the debtor to “maximize the value of the debtor’s estate by assuming executory contracts ... that benefit the estate and rejecting those that do not.” *L.R.S.C. Co. v. Rickel Home Centers (In re Rickel Home Centers, Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000).

8. A debtor's determination to reject an executory contract is governed by the business judgment standard. *In re Trans World Airlines, Inc.*, 261 B.R. 103, 120 (Bankr. D. Del. 2001). In applying the “business judgment” test, bankruptcy courts generally show deference to a debtor’s decision to assume or reject an executory contract or unexpired lease. *See Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 374 (2019). As long as the decision to assume or reject is a reasonable exercise of business judgment, courts should approve the assumption or rejection

of an executory contract or unexpired lease. *See, e.g., NLRB v. Bildisco and Bildisco*, 465 U.S. 513, 523 (1984); *see also Wilmington Tr. Co. v. Cnty. of Allegheny*, 640 F. Supp. 2d 643, 652 (W.D. Pa. 2009).

9. Because the Debtor will not benefit from continued performance under the Rejected Contract post-petition and, accordingly, rejection of the Rejected Contract will avoid the accrual of administrative expenses, it necessarily follows that the rejection of the Rejected Contract is a decision made in the sound exercise of the Debtor's business judgment and will benefit the Debtor's estate.

Rejection Damage Claims Bar Date

10. The Debtor requests this Court set a bar date that is 30 days from entry of an Order granting this Motion for the counterparty to the Rejected Contract to seek to assert a rejection damages claim pursuant to Section 502 of the Bankruptcy Code.

11. The failure to file a timely rejection damages claim within such 30 days shall forever prohibit the counterparty of the applicable Rejected Contract from receiving any distribution on account of such claims from the Debtor's estate or otherwise.

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WHEREFORE, the Debtor respectfully requests the entry of an Order (i) approving the rejection of the Rejected Contract set forth above, effective as of June 30, 2026, (ii) establishing the deadline for any rejection damages claims; and (iii) granting such other and further relief as is necessary and proper.

Respectfully submitted,

SHUMAKER, LOOP & KENDRICK, LLP

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 30, 2026, the foregoing was furnished by CM/ECF notice to all counsel of record, and served via U.S. Mail to the following:

Bentley Truck Services Co., Inc.
7777 Essington Avenue
Philadelphia, PA 19153

/s/ Steven M. Berman
Attorney

**UNITED STATES BANKRUPTCY COURT
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In re: CROWN BOILER CO., LLC Debtor.	Case No. 26-20515-JCM Chapter 11
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ORDER GRANTING DEBTOR’S MOTION TO REJECT EXECUTORY CONTRACT

THIS CASE came before this Court for a hearing on _____, 2026 at ____ a.m/p.m. (“Hearing Date”) on the Debtor’s Motion to Reject Executory Contract (the “Motion”). This Court reviewed the Motion. The Motion requested an order authorizing and approving the Debtor’s rejection of a Vehicle Lease and Service Agreement (“Rejected Contract”) between it and Bentley Truck Services Co., Inc. This Court heard argument of counsel for the Debtor and others, and is otherwise fully advised in the premises. For the reasons stated orally and recorded in open court, which shall constitute the decision of this Court, the Court finds good cause to grant the Motion. Accordingly, it is hereby

ORDERED:

1. The Motion is **GRANTED**.

2. The Debtor's rejection of the Rejected Contract is hereby approved, effective as of June 1, 2026.

3. Any counterparty to the Rejected Contract may file a claim for rejection damages by the later of the general claims bar date or 30 days of the date of this Order ("Rejection Damages Bar Date"). If rejection of the Rejected Contracts results in a claim, then such claim shall be forever barred and shall not be enforceable against the Debtor or its property unless a proof of claim is filed on or before the Rejection Damages Bar Date.

4. This Court shall retain jurisdiction to interpret and enforce the terms of this Order.

John C. Melaragno, Judge
United States Bankruptcy Court