Case 23-14853-JKS Doc 1068 Filed 07/16/25 Entered 07/16/25 Docket #1068 Date Filed: 07/16/2025 Docket #1068 Docket #1068

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY

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

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Counsel for GUC Trustee

In re:

CTI Liquidation Co., Inc.

Post-Effective Date Debtor.

Chapter 11

Case No. 23-14853 (JKS)

Order Filed on July 16, 2025

U.S. Bankruptcy Court

District of New Jersey

by Clerk

(Jointly Administered)

ORDER GRANTING THIRD OMNIBUS OBJECTION TO CLAIMS SEEKING TO DISALLOW AND EXPUNGE CERTAIN SATISFIED CLAIMS

The relief set forth on the following pages, numbered two (2) through and including four (4), is hereby ORDERED.

DATED: July 16, 2025

Honorable John K. Sherwood United States Bankruptcy Court



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Debtor: CTI Liquidation Co., Inc.

Case No.: 23-14853 (JKS)

Caption: Order Granting Third Omnibus Objection to Claims Seeking to Disallow and

Expunge Certain Satisfied Claims

Upon the third omnibus objection [Docket No. 1043] (the "Omnibus Objection") of the GUC Trustee in the above-captioned Chapter 11 Cases seeking entry of an order, pursuant to sections 105(a) and 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and Local Rules 3007-1, (a) disallowing and expunging each of the claims set forth on Schedule 1 hereto because each such claim has been paid in full by or otherwise satisfied on behalf of the applicable Debtor; and the Court having jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334; and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Omnibus Objection being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Omnibus Objection has been given and that no other or further notice is necessary; and upon the record herein; and the Court having determined that the relief sought by the Omnibus Objection is in the best interests of the GUC Trustee, the estates, and creditors; and after due deliberation and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

- 1. The Omnibus Objection is GRANTED as set forth herein.
- 2. Each Satisfied Claim listed on <u>Schedule 1</u> to this Order is disallowed and expunged in its entirety.
- 3. The rights of the GUC Trustee to object in the future to any of the claims that are the subject of the Omnibus Objection on any grounds, and to amend, modify, and/or supplement the Omnibus Objection, including, without limitation, to object to amended or newly filed claims is hereby reserved. Without limiting the generality of the foregoing, the GUC Trustee specifically

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Omnibus Objection.

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Caption: Order Granting Third Omnibus Objection to Claims Seeking to Disallow and

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reserves the right to amend the Omnibus Objection, file additional papers in support of the Omnibus Objection, or take any other appropriate actions, including to (a) respond to any allegation or defense that may be raised in a response filed in accordance with the Omnibus Objection by or on behalf of any of the claimants or other interested parties; (b) object further to any Claim for which a claimant provides (or attempts to provide) additional documentation or substantiation; and (c) object further to any Claim based on additional information that may be discovered upon further review by the GUC Trustee or through discovery pursuant to the applicable provisions of the Bankruptcy Rules.

- 4. For the avoidance of doubt, nothing in the Omnibus Objection or this Order shall be deemed or construed to (a) constitute an admission as to the validity or priority of any claim against the GUC Trustee, (b) an implication or admission that any particular claim is of a type specified or defined in this Order or the Omnibus Objection, and/or (c) constitute a waiver of the GUC Trustee's rights to dispute any claim on any grounds.
- 5. The GUC Trustee, its claims and noticing agent (Verita Global), and the Clerk of this Court are authorized to take any and all actions that are necessary or appropriate to give effect to this Order.
- 6. The objection to each claim addressed in the Omnibus Objection and as set forth on <u>Schedule 1</u> attached hereto, constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate order with respect to each claim that is the subject of the Omnibus Objection and this Order. Any stay of this Order pending appeal by any claimants whose claims are subject to this Order shall only apply to the contested matter

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that involves such claimant and shall not stay the applicability and/or finality of this Order with respect to any other contested matters addressed in the Omnibus Objection and this Order.

- 7. The requirement set forth in D.N.J. LBR 9013-1(a)(3) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Omnibus Objection or otherwise waived.
- 8. Notwithstanding any applicability of any of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
- 9. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

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Satisfied Cure Claims

Claim #	Date Filed	Debtor	Creditor	Reason for Disallowance	Asserted Amount
225	08.09.2023	Cyxtera Data Centers, Inc.	1919 Park Avenue Associates, L.L.C.	Claim satisfied pursuant to payment of \$430,184	Unliquidated
456	08.17.2023	Cyxtera Communications, LLC	AccessFloorSystems.com, Inc	Claim satisfied pursuant to payment of \$24,766 per	\$24,766.15
52	07.05.2023	Cyxtera Communications, LLC	Allan Briteway Electrical Utility Contractors, Inc.	Claim satisfied pursuant to payment of \$119,804	\$46,745.48
64	07.12.2023	Cyxtera Technologies, Inc.	American Data Center Solutions, LLC	Claim satisfied pursuant to payment of \$66,869 per	\$106,268.28
		Cyxtera Communications, LLC	C & L CONTRACTORS LTD	Claim satisfied pursuant to payment of \$72,449 per cure schedule at Docket No. 843	\$102,510.20
		Cyxtera Communications, LLC	Centurylink Communications, LLC	Claim satisfied pursuant to payment of \$159,243 per cure schedule at Docket No. 843	\$159,243.21
		Cyxtera Communications, LLC	CHICAGO MERCANTILE EXCHANGE INC	Claim satisfied pursuant to payment of \$447,340	\$447,340.43
		Cyxtera Communications, LLC	Compass Data Centers MSP I, LLC	Claim satisfied pursuant to payment of \$343,969	\$343,968.75
		Cyxtera Communications, LLC	CONVERGINT TECHNOLOGIES	Claim satisfied pursuant to payment of \$171,054 per cure schedule at Docket No. 843	\$56,190.25
		Cyxtera Management, Inc.	CONVERGINT TECHNOLOGIES	Claim satisfied pursuant to payment of \$171,054	\$550.54
		Cyxtera Communications Canada, ULC	Convergint Technologies Ltd	Claim satisfied pursuant to payment of \$6,147 per cure schedule at Docket No. 843	\$729.98
229	08.09.2023	Cyxtera Technologies, Inc.	CPUS Irvine Crossing, LP	Claim satisfied pursuant to payment of \$1,139,551 per cure schedule at Docket No. 843	\$665,313.88
230	08.09.2023	Cyxtera Communications, LLC	CPUS Irvine Crossing, LP	Claim satisfied pursuant to payment of \$1,139,551 per cure schedule at Docket No. 843	\$665,313.88
		Cyxtera Communications, LLC	Critical HVAC Systems, LLC	Claim satisfied pursuant to payment of \$94,051 per cure schedule at Docket No. 843	\$156,319.06
418	08.15.2023	Cyxtera Communications, LLC	DCCO Tukwila, LLC	Claim satisfied pursuant to payment of \$501,152 per cure schedule at Docket No. 843	\$9,013,601.36
181	08.07.2023	Cyxtera Communications, LLC	E2 OPTICS LLC	Claim satisfied pursuant to payment of \$354,257 per cure schedule at Docket No. 843	\$68,250.17
		Cyxtera Communications, LLC	EastGroup Properties, LP	Claim satisfied pursuant to payment of \$99,858 per cure schedule at Docket No. 843	\$99,858.12
394	08.15.2023	Cyxtera Communications, LLC	Highlands Ranch Commerce Center	Claim satisfied pursuant to payment of \$20,252 per cure schedule at Docket No. 843	\$41,943.17
257	08.10.2023	Cyxtera Communications, LLC	International Gateway West LLC	Claim satisfied pursuant to payment of \$350,936 per cure schedule at Docket No. 843	Unliquidated
321	08.15.2023	Cyxtera Communications, LLC	Iron Mountain Data Centers, LLC	Claim satisfied pursuant to payment of \$1,751,995 per cure schedule at Docket No. 843	\$2,408,062.87
104	07.26.2023	Cyxtera Technologies, Inc.	Neamsby Investments Inc.	Claim satisfied pursuant to payment of \$155,708 per cure schedule at Docket No. 843	\$8,274,176.76
367	08.15.2023	Cyxtera Communications, LLC	Pivot Technology Services Corp.	Claim satisfied pursuant to payment of \$379,153	\$394,957.82
		Cyxtera Communications, LLC	PSB Northern California Industrial	Claim satisfied pursuant to payment of \$76,450 per cure schedule at Docket No. 843	\$72,455.00
253	08.10.2023	Cyxtera Communications, LLC	Sabey DataCenter LLC	Claim satisfied pursuant to payment of \$752,154 per cure schedule at Docket No. 843	Unliquidated
171	08.03.2023	Cyxtera Communications Canada, ULC	Securitas Security Services Canada LTD	Claim satisfied pursuant to payment of \$204,572 per cure schedule at Docket No. 843	\$229,918.47
70	07.13.2023	Cyxtera Communications, LLC	Securitas Security Services USA Inc	Claim satisfied pursuant to payment of \$1,408,567 per cure schedule at Docket No. 843	\$1,520,160.27
		Cyxtera Communications, LLC	SL Harborside Owner 2&3 LLC	Claim satisfied pursuant to payment of \$140,689 per cure schedule at Docket No. 843	\$140,688.84
		Cyxtera Communications, LLC	Stack Infrastructure USA, LLC	Claim satisfied pursuant to payment of \$55,935 per cure schedule at Docket No. 843	\$5,483.85
		Cyxtera Communications, LLC	Stack Infrastructure USA, LLC	Claim satisfied pursuant to payment of \$55,935 per cure schedule at Docket No. 843	\$44,464.00
108	07.27.2023	Cyxtera Communications, LLC	TechnoGuard, Inc.	Claim satisfied pursuant to payment of \$47,730 per	\$79,980.00
		Cyxtera Communications, LLC	THERMA LLC	Claim satisfied pursuant to payment of \$83,932 per cure schedule at Docket No. 843	\$188,182.96
		·		Claim satisfied pursuant to payment of \$204,371	
	225 456 52 64 229 230 418 181 394 257 321 104 367 253 171 70	225 08.09.2023 456 08.17.2023 52 07.05.2023 64 07.12.2023 229 08.09.2023 230 08.09.2023 230 08.09.2023 418 08.15.2023 394 08.15.2023 321 08.15.2023 321 08.15.2023 367 08.10.2023 367 08.15.2023 70 07.13.2023	225 08.09.2023 Cyxtera Data Centers, Inc. 456 08.17.2023 Cyxtera Communications, LLC 52 07.05.2023 Cyxtera Communications, LLC 64 07.12.2023 Cyxtera Technologies, Inc. Cyxtera Communications, LLC Cyxtera Communications, LLC Cyxtera Communications, LLC Cyxtera Communications, LLC Cyxtera Communications, LLC Cyxtera Communications Canada, ULC 229 08.09.2023 Cyxtera Technologies, Inc. 230 08.09.2023 Cyxtera Communications, LLC 418 08.15.2023 Cyxtera Communications, LLC 418 08.15.2023 Cyxtera Communications, LLC 394 08.15.2023 Cyxtera Communications, LLC 257 08.10.2023 Cyxtera Communications, LLC 321 08.15.2023 Cyxtera Communications, LLC 104 07.26.2023 Cyxtera Communications, LLC 253 08.15.2023 Cyxtera Communications, LLC 253 08.10.2023 Cyxtera Communications, LLC 70 07.13.2023 Cyxtera Communications, LLC	225 08.09.2023 Oystera Data Centers, Inc. 1919 Park Avenue Associates, LL.C.	225 96.09.2023 Orotara Data Centers, Inc. 1919 Park Avenue Associatios, L.L.C. 20 Instattified parsuant to openment of \$450, 264 across referred to a 10 part of 1840, 264 per curs schedule at doublet No. 432 per curs schedule at oboset No. 432

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