

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
Robert J. Feinstein, Esq. Bradford J. Sandler, Esq. Cia Mackle, Esq. PACHULSKI STANG ZIEHL & JONES LLP 1700 Broadway, 36 th Floor New York, NY 10019 Telephone: (212) 561-7700 Facsimile: (212) 561-7777 rfeinstein@pszjlaw.com bsandler@pszjlaw.com cmackle@pszjlaw.com <i>Counsel to the GUC Trustee</i>	
In re:	Chapter 11
CTI Liquidation Co., Inc.,	Case No. 23-14853 (JKS)
Post-Effective Date Debtor.	

**CERTIFICATION OF NO OBJECTION REGARDING
GUC TRUSTEE'S SIXTH OMNIBUS OBJECTION TO CLAIMS
SEEKING TO DISALLOW AND EXPUNGE CERTAIN SATISFIED CLAIMS**

1. On June 18, 2025, META Advisors LLC, in its capacity as GUC Trustee (the “GUC Trustee”) of the Cyxtera GUC Trust established in the chapter 11 cases of the above-captioned debtors (collectively, the “Debtors”), filed the *GUC Trustee’s Sixth Omnibus Objection to Claims Seeking to Disallow and Expunge Certain Satisfied Claims* [Docket No. 1049] (the “Objection”).

2. The GUC Trustee served its Objection on June 18, 2025, upon the parties listed in the *Certificate of Service* [Docket No. 1056].

3. Pursuant to the Objection, the deadline for parties to file objections and responses to the Objection was on July 15, 2025 (the “Objection Deadline”). No objections or responses to



the Objection were filed on the docket on or before the Objection Deadline. The GUC Trustee has not received any informal responses to the Objection on or before the Objection Deadline

4. The GUC Trustee respectfully requests that the Court enter the attached proposed order at the earliest convenience of the Court.

Dated: July 17, 2025

KELLEY DRYE & WARREN LLP

/s/ James S. Carr

James S. Carr, Esq.
Dana P. Kane, Esq.
One Jefferson Road, Second Floor
Parsippany, NJ 07054
Telephone: (973) 503-5900
Facsimile: (973) 503-5950
jcarr@kelleydrye.com
dkane@kelleydrye.com

and

Robert J. Feinstein, Esq.
Bradford J. Sandler, Esq.
Cia H. Mackle, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
1700 Broadway, 36th Floor
New York, NY 10019
Telephone: (212) 561-7700
Facsimile: (212) 561-7777
rfeinstein@pszjlaw.com
bsandler@pszjlaw.com
cmackle@pszjlaw.com

Counsel to the GUC Trustee

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

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

Robert J. Feinstein, Esq.
Bradford J. Sandler, Esq.
Paul J. Labov, Esq.
Cia Mackle, Esq.
PACHULSKI STANG ZIEHL & JONES LLP
1700 Broadway, 36th Floor
New York, NY 10019
Telephone: (212) 561-7700
Facsimile: (212) 561-7777
rfeinstein@pszjlaw.com
bsandler@pszjlaw.com
plabov@pszjlaw.com
cmackle@pszjlaw.com

Counsel for GUC Trustee

In re:

CTI Liquidation Co., Inc.

Post-Effective Date Debtor.

Chapter 11

Case No. 23-14853 (JKS)

(Jointly Administered)

**ORDER GRANTING SIXTH 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.

Page: 2
Debtor: CTI Liquidation Co., Inc.
Case No.: 23-14853 (JKS)
Caption: Order Granting Sixth Omnibus Objection to Claims Seeking to Disallow and
Expunge Certain Satisfied Claims

Upon the Sixth Omnibus objection (the “Omnibus Objection”)¹ 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 Schedule 1 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

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Omnibus Objection.

Page: 3
Debtor: CTI Liquidation Co., Inc.
Case No.: 23-14853 (JKS)
Caption: Order Granting Sixth Omnibus Objection to Claims Seeking to Disallow and
Expunge Certain Satisfied Claims

specifically 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 **Schedule 1** 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

Page: 4
Debtor: CTI Liquidation Co., Inc.
Case No.: 23-14853 (JKS)
Caption: Order Granting Sixth Omnibus Objection to Claims Seeking to Disallow and
Expunge Certain Satisfied Claims

matter 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.

Schedule #	Claim #	Date Filed	Debtor	Creditor	Reason for Disallowance	Asserted Claimed Amount	Asserted Scheduled Amount	
1	3283385		Cytera Communications, LLC	SPECIAL FIRE SYSTEMS INC	Paid \$2,373.25 on 08.09.23		\$2,273.25	
2	3283386		Cytera Communications, LLC	SPECIALTY FINISHES INC	Paid \$11,653.00 on 08.09.23		\$11,653.00	
3	3283387		Cytera Communications, LLC	SPECTRUM MECHANICAL INC	Paid \$1,185.00 on 08.09.23		\$1,185.00	
4	3283518		Cytera Management, Inc.	Spectrum Technologies LLC.	Paid \$112,789.25 on 07.26.23		\$93,662.25	
5		24	06.26.2023	Cytera Technologies, Inc.	Staples, Inc.	Paid \$12,245.63 on 08.09.23	\$7,767.24	
6	3283392	323	08.15.2023	Cytera Communications, LLC	Structure Tone, LLC	Paid \$153,107.48 on 08.02.23; and \$243,577.13 per Debtors' books and records	\$113,991.80	\$117,060.00
7	3283393		Cytera Communications, LLC	STULZ AIR TECHNOLOGY SYSTEMS INC	Paid \$2,256.20 on 08.09.23		\$2,256.20	
8	3283394		Cytera Communications, LLC	Sturgeon Electric Company, Inc.	Paid \$8,056.47 on 08.09.23		\$8,056.47	
9	3283395		Cytera Communications, LLC	Suburban Waste MN, LLC	Paid \$819.94 on 08.02.23; and \$145.50 on 10.11.23		\$965.44	
10	3283396		Cytera Communications, LLC	SUNBELT CONTROLS INC	Paid \$320.00 on 07.12.23; and \$10,688.68 per Debtors' books and records		\$4,500.00	
11	3283399		Cytera Communications, LLC	SUPERIOR AUTOMATIC SPRINKLER CO	Paid \$63,874.00 on 07.19.23; and \$19,561.80 on 09.13.23		\$63,874.00	
12	3283400		Cytera Communications, LLC	Superior One Electric, Inc.	Paid \$13,495.87 on 08.09.23		\$13,495.87	
13		314	08.15.2023	Cytera Communications, LLC	Switch, Ltd.	Paid \$18,682.00 per Debtors' books and records	\$2,006.70	
14	3283401		Cytera Communications, LLC	SYSTECON INC	Paid \$3,400.00 on 08.09.23		\$3,400.00	
15	3283520		Cytera Management, Inc.	Taylor Consulting and Contracting	Paid \$12,000.00 on 07.26.23		\$12,000.00	
16	3283404		Cytera Communications, LLC	TBL Mission Critical, LLC	Paid \$2,512.45 on 08.09.23		\$2,512.45	
17	3283408		Cytera Communications, LLC	TENNANT	Paid 3,171.04 on 08.09.23		\$3,171.04	
18	3283409		Cytera Communications, LLC	TERMINIX PROCESSING CENTER INC	Paid \$655.10 on 08.16.23		\$393.06	
19	3283410		Cytera Communications, LLC	TETRA TECH INC	Paid \$5,140.00 on 08.09.23		\$5,140.00	
20	3283411		Cytera Communications, LLC	THE BRANDT COMPANIES LLC	Paid \$42,438.64 on 08.02.23; \$104,959.20 on 11.15.23; and \$34,139.76 per Debtors' books and records		\$145,860.69	
21	3283412		Cytera Communications, LLC	THE EI GROUP INC	Paid \$205.00 on 08.16.23		\$205.00	
22	3283413	267	08.11.2023	Cytera Communications, LLC	THE MACHADO ENVIRONMENTAL CORPORATI DBA AIR DUCT CLEANING COMPANY	Paid \$350.00 on 08.16.23	\$350.00	\$350.00
23	3283522		Cytera Management, Inc.	Thomson Reuters	Paid \$7,344.09 on 12.13.23		\$4,872.06	
24	3283415		Cytera Communications, LLC	Tidal Time Solutions, LLC	Paid \$15,830.77 on 08.02.23		\$15,830.77	
25	3283417		Cytera Communications, LLC	TOTAL ACCESS SECURITY SYSTEMS CORP	Paid \$1,043.81 on 08.09.23		\$1,043.81	
26	3283418	36	06.29.2023	Cytera Communications, LLC	Total Environmental Concepts, Inc.	Paid \$2,985.00 on 08.09.23	\$2,985.00	\$2,985.00
27	3283419		Cytera Communications, LLC	TOTAL FILTRATION SERVICES INC	Paid \$28,495.68 on 08.09.23; and \$3,390.10 on 12.13.23		\$27,797.53	
28	3283077		Cytera Communications Canada, ULC	TRANE CANADA ULC	Paid \$81,66.41 on 08.09.23; and \$10,377.36 on 08.29.23		\$6,206.47	
29	3283421		Cytera Communications, LLC	TRI STATE COMPUTER FLOORING CO INC	Paid \$14,802.74 on 08.09.23		\$14,802.74	
30	3283078		Cytera Communications Canada, ULC	TRIPLE E POWER SYSTEMS INC	Paid \$6,420.66 on 8.02.23		\$6,441.00	
31	3283524		Cytera Management, Inc.	TruPark USA LLC	Paid \$3,663.47 on 08.09.23		\$3,663.47	
32	3283423		Cytera Communications, LLC	U.S. Engineering Service, LLC	Paid \$10,939.90 on 08.09.23 and \$522.00 on 10.25.23		\$10,939.90	
33		6	06.15.2023	Cytera Technologies, Inc.	Uline	Paid \$411.87 on 08.16.23	\$411.87	
34	3283425		Cytera Communications, LLC	Ultimate Service Associates	Paid \$27,184.37 on 08.16.23; \$1,452.50 on 08.23.23; \$3,780.00 on 09.13.23; \$1,442.18 on 11.08.23; and \$62,013.90 on 11.15.23		\$69,687.19	
35	3283079		Cytera Communications Canada, ULC	Ultimate Service Associates	Paid \$28,742.25 on 08.16.23; \$12,916.23 on 08.23.23; and \$12,8146.41 on 11.22.23		\$37,167.06	
36	3283426		Cytera Communications, LLC	United Fire Protection Corp.	Paid \$1,812.63 on 08.09.23		\$1,812.63	
37	3283428		Cytera Communications, LLC	US Net	Paid 1,532.39 on 08.09.23		\$1,532.39	
38	3283430		Cytera Communications, LLC	Verity Commercial, LLC	Paid \$103,800.00 on 07.26.23; and \$69,200.00 per Debtors' books and records		\$103,800.00	
39	3283434		Cytera Communications, LLC	Virtue Air Conditioning, INC.	Paid \$24,833.00 on 07.26.23; \$14,575.00 on 11.15.23; and \$9,158.00 per Debtors' books and records		\$39,408.00	
40	3283435		Cytera Communications, LLC	VORTEX COLORADO INC	Paid \$1,288.00 on 08.09.23		\$736.00	

Schedule #	Claim #	Date Filed	Debtor	Creditor	Reason for Disallowance	Asserted Claimed Amount	Asserted Scheduled Amount
41	3283525		Cytera Management, Inc.	Walkers Corporate Limited	Paid \$36,036.63 per Debtors' books and records		\$36,036.63
42	208	08.04.2023	Cytera Technologies, Inc.	Waste Management - Bankruptcy Department	Paid \$10,605.90 on 08.09.23; and \$538.74 on 12.13.23	\$8,811.34	
43	3283441		Cytera Communications, LLC	WB ELECTRIC INC	Paid \$36,664.54 on 08.23.23		\$3,742.20
44	3283444		Cytera Communications, LLC	WESTERN STATES FIRE PROTECTION CO	Paid \$4,129.00 on 08.09.23		\$4,129.00
45	391	08.15.2023	Cytera Management, Inc.	Workiva Inc.	Paid \$250.00 on 08.16.23	\$250.00	
46	3283446		Cytera Communications, LLC	Workplace Solutions	Paid \$7,704.46 on 11.15.23		\$7,704.46
47	3283534		Cytera Netherlands B.V.	Workrate B.V.	Paid \$80374.63 on 12.13.23		\$87,608.35
48	3283081		Cytera Communications Canada, ULC	World Fuel Services Canada, ULC	Paid \$4,286.64 on 07.19.23		\$4,300.22
49	3283526		Cytera Management, Inc.	ZoomInfo Technologies LLC	Paid \$66,814.50 on 12.13.23		\$66,814.50
						\$136,573.95	\$1,051,075.10