Case 23-14853-JKS Doc 1077 Filed 07/23/25 Entered 07/24/25 1952-23 Desc Main Docket #1077 Date Filed: 07/23/2025

# 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, 36<sup>th</sup> Floor
New York, NY 10019
Telephone: (212) 561-7700

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)

Order Filed on July 23, 2025

**U.S. Bankruptcy Court** 

**District of New Jersey** 

(Jointly Administered)

# ORDER GRANTING FIFTH 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 23, 2025** 

Honorable John K. Sherwood United States Bankruptcy Court



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Debtor: CTI Liquidation Co., Inc.

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

**Expunge Certain Satisfied Claims** 

Upon the Fifth 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 <u>Schedule 1</u> to this Order is disallowed and expunged in its entirety.
- 3. The Objection to Claim No. 293 of Johnson Controls, Inc. and Claim No. 298 of Johnson Controls Fire Protection LP are hereby adjourned to a date to be determined.
- 4. 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

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 Fifth Omnibus Objection to Claims Seeking to Disallow and

**Expunge Certain Satisfied Claims** 

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 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.

- 5. 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.
- 6. 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.
- 7. 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

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Debtor: CTI Liquidation Co., Inc.

Case No.: 23-14853 (JKS)

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

**Expunge Certain Satisfied Claims** 

appeal by any claimants whose claims are subject to this Order shall only apply to the contested 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.

- 8. 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.
- 9. 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.
- 10. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

06.28.2023 Cyxtera Communications, LLC

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Case No. 23-14853 Schedule 1 to 5th Omnibus Claims Objection

3283325

	Schedule#	Claim#	Date Filed	Debtor	Creditor	Reason for Disallowance
1	3283496			Cyxtera Management, Inc.	iPresent Ltd.	Paid \$28,500.00 on 11.15.23
2	3283497			Cyxtera Management, Inc.	Iron Mountain Intellectual	Paid \$206.24 on 08.16.23
3	3283266			Cyxtera Communications, LLC	ISP FUEL SYSTEMS	Paid \$5,293.93 on 08.02.23
4		427	08.15.2023	Cyxtera Technologies, Inc.	Jackson Lewis P.C.	Paid \$24,049.50 on 12.13.23
5	3283267			Cyxtera Communications, LLC	JAMERSON & BAUWENS ELECTRICAL	Paid \$373,403.00 on 12.13.23
6	3283269			Cyxtera Communications, LLC	Jet Electricial Testing, LLC	Paid \$9,862.81 on 08.02.23
7	3283270			Cyxtera Communications, LLC	KALKREUTH ROOFING & SHEET METAL INC	Paid \$750.00 on 08.16.23
8	3283500			Cyxtera Management, Inc.	Kandji, Inc.	Paid \$15,600.00 on 08.02.23; and \$15,600.00 on 09.13.23
9	3283064			Cyxtera Communications Canada, ULC	KENFIELD METAL PRODUCTS LTD	Paid \$33,081.88 on 07.26.23; \$47,186.54 on 09.27.23; and \$27,927.95 per Debtors' books and records
10	3283065			Cyxtera Communications Canada, ULC	KENSTRUCT LTD	Paid \$1,232.77 on 07.26.23
11	3283501			Cyxtera Management, Inc.	Konica Minolta Business Solutions USA	Paid \$146.99 on 08.16.23
12	3283275			Cyxtera Communications, LLC	LANTRO VISION NA	Paid \$89,726.51 on 07.12.23; \$162,863.62 on 11.15.23; ar \$67,781.51 per Debtors' books and records
13	3283277			Cyxtera Communications, LLC	LDM PRODUCTS INC (SUBZERO ENGINEERI	Paid \$199,201.25 on 10.04.23
14	3283282	144	08.02.2023	Cyxtera Technologies, Inc.	Lombardy Door Sales & Service Corp.	Paid \$4,726.00 on 08.09.23
15	3283285	129	07.31.2023	Cyxtera Communications, LLC	LSI Graphics, LLC	Paid 1,593.29 on 08.02.23
16	3283287			Cyxtera Communications, LLC	M C DEAN INC	Paid \$1,670.00 on 07.26.23
17		154	08.02.2023	Cyxtera Communications, LLC	M.O. Dion & Sons, Inc. dba Amber Industrial Services	Paid \$4,199.91 on 08.09.23
18	3283066			Cyxtera Communications Canada, ULC	McCarthy Tetrault LLP	Paid \$547.29 on 08.16.23
19	3283290			Cyxtera Communications, LLC	McCormick Equipment Co., Inc.	Paid \$661.00 on 08.16.23
20	3283291			Cyxtera Communications, LLC	MCS OPCO LLC DBA QUALITY UPTIME SERVICES	Paid \$6,119.00 on 07.19.23
21		364	08.15.2023	Cyxtera Communications, LLC	Medina DC Assets LLC	Paid \$5,566,103.03
22	3283301			Cyxtera Communications, LLC	MEGA - POWER INC	Paid \$185,598.03 on 10.25.23
23	3283533			Cyxtera Netherlands B.V.	Meijers Assurantien B.V.	Paid \$2,909.93 on 07.26.23
24	3283303			Cyxtera Communications, LLC	Merit Network Inc.	Paid \$595.00 on 08.02.23
25	3283503			Cyxtera Management, Inc.	Meta Platforms, Inc.	Paid \$6,173.15 on 12.13.23
26	3283456			Cyxtera Federal Group, Inc.	Microsoft Online Inc.	Paid \$84,897.34 per Debtors' books and records
27	3283304	231	08.09.2023	Cyxtera Communications, LLC	MID-ATLANTIC POWER SPECIALISTS INC	Paid \$2,840.00 on 08.09.23
28	3283305			Cyxtera Communications, LLC	Mid-Atlantic Service 360	Paid \$41,021.85 on 07.26.23
29	3283306			Cyxtera Communications, LLC	MID-CITY ELECTRIC	Paid \$6,693.72 on 08.09.23
30	3283504	428	08.15.2023	Cyxtera Management, Inc.	Miller & Chevalier Chartered	Paid \$19,502.92 on 12.13.23
31	3283307			Cyxtera Communications, LLC	MITSUBISHI ELECTRIC	Paid \$3,624.00 on 08.09.23
32		26	06.27.2023	Cyxtera Technologies, Inc.	MSI Mechanical Systems, Inc. (5477)	Paid \$10,365.11 on 07.26.23; and \$13,733.74 on 12.13.23
33	3283309	5	06.15.2023	Cyxtera Communications, LLC	Multistack LLC	Paid \$381,581.00 on 12.13.23
34	3283067			Cyxtera Communications Canada, ULC	Nalco Canada ULC	Paid \$8,850.68 on 08.23.23
35	3283311			Cyxtera Communications, LLC	National Air Filter	Paid \$11,153.69 on 08.09.23
36	3283070			Cyxtera Communications Canada, ULC	NEW PRO MECHANICAL LTD	Paid \$3,236.01 on 07.26.23
37	3283314	50	07.06.2023	Cyxtera Communications, LLC	Nexus Alarm and Suppression, Inc.	Paid \$10,358.00 on 08.09.23
38	3283316			Cyxtera Communications, LLC	Northeast Coil, Inc.	Paid \$1,950 on 08.09.23
39	3283507			Cyxtera Management, Inc.	NTT Manged Services Americas, LLC	Paid \$5,693.00 on 11.15.23
40		90	07.21.2023	Cyxtera Technologies, Inc.	Nwestco, LLC	Paid \$13,950.89 on 08.09.23
41	3283320			Cyxtera Communications, LLC	Nxt Step Recycling Solutions	Paid \$3,580.00 on 08.09.23
42	3283321			Cyxtera Communications, LLC	OC Air Services	Paid \$3,800.00 on 08.09.23
43	3283322			Cyxtera Communications, LLC	OCCU-TEC, Incorporated	Paid \$13,816.69 on 08.09.23
44	3283323			Cyxtera Communications, LLC	OCHS SERVICE INC DBA PRO-TEC ELECTR	Paid \$50,292.88 on 08.09.23; \$1,332.81 on 12.13.23
45	3283324			Cyxtera Communications, LLC	OLSSON ROOFING COMPANY INC	Paid \$1,200.00 on 08.09.23

One Source Engineering, Inc

Paid \$13,199.37 on 08.09.23

211 08.08.2023 Cyxtera Technologies, Inc.

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Case No. 23-14853 Schedule 1 to 5th Omnibus Claims Objection

	Schedule#	Claim#	Date Filed	Debtor	Creditor	Reason for Disallowance
47	3283508			Cyxtera Management, Inc.	OneTrust LLC	Paid \$540.00 on 08.16.23
48		426	08.15.2023	Cyxtera Communications, LLC	Optiv Security Inc.	Paid \$23,600.00 on 08.09.23
49		107	07.27.2023	Cyxtera Technologies, Inc.	Optomi LLC	Paid \$136,445.00 on 08.16.23
50	3283509			Cyxtera Management, Inc.	Optum	Paid \$1,926.75 on 08.16.23
51		34	07.06.2023	Cyxtera Technologies, Inc.	Orkin Pest Control	Paid \$160.00 on 09.20.23; \$3,120.55 on 10.18.23
52	3283328			Cyxtera Communications, LLC	ORR PROTECTION SYSTEMS INC	Paid \$949.58 on 08.16.23
53	3283329			Cyxtera Communications, LLC	OVERHEAD DOOR COMPANY OF THE NORTHL	Paid \$750.00 on 08.16.23
54	3283330			Cyxtera Communications, LLC	OwnBackup, Inc.	Paid \$9,450.00 on 07.26.23
55	3283331			Cyxtera Communications, LLC	PACIFIC COAST TRANE SALES AND SERVI	Paid \$129,030.85 on 08.09.23; \$145,290.00 on 08.16.23; a \$2,521.41 on 10.25.23
56	3283510			Cyxtera Management, Inc.	ParsonsKellogg, LLC	Paid \$15,465.33 on 08.02.23
57	3283332	420	08 15 2023	Cyxtera Communications, LLC	PeakLogix, LLC	Paid \$9,253.57 on 08.09.23
58	3283333	720	00.10.2020	Cyxtera Communications, LLC	PERMA-PIPE INC	Paid \$2,100.00 on 08.02.23
59	3283334			Cyxtera Communications, LLC	PETERSON POWER SYSTEMS INC	Paid \$4,569.04 on 08.09.23
60	3283338	269	08 11 2023	Cyxtera Communications, LLC	Plunketts Pest Control, LLC	Paid \$515.40 on 08.16.23
61	3203336	362				
- 61		362	08.14.2023	Cyxtera Communications Canada, ULC	Polaris Realty Canada Limited	Paid \$998.33 per Debtors' books and records
62	3283339			Cyxtera Communications, LLC	POWER COOL ENGINEERS PLLC	Paid \$11,715.00 on 07.26.23; and \$18,315.00 per Debtors books and records
63	3283340			Cyxtera Communications, LLC	POWER DISTRIBUTION INC	Paid \$22,984.18 on 08.09.23
64	3283341			Cyxtera Communications, LLC	Power Solutions Group Ltd.	Paid \$7,205.00 on 08.09.23
65	3283342			Cyxtera Communications, LLC	POWER SOLUTIONS LLC	Paid \$189,486.00 on 07.19.23; \$74,520.00 on 11.22.23; ar
	3203342			Cyxtera Communications, ELC	I OWEN GOLD HONG EEC	\$226,589 per the Debtors' books and records
66	3283343			Custora Communications II C	Dower Ctorogo Colutions	Paid \$21,978.68 on 07.26.23; and \$13,392.00 per Debtors
- 00	3203343			Cyxtera Communications, LLC	Power Storage Solutions	books and records
67		98	07.25.2023	Cyxtera Technologies, Inc.	Praetorian Power Protection, LLC	Paid \$24,432.35 on 08.02.25
00	2002240			Contant Communications II C	Drive and Integration Colutions Inc	Paid \$27,827.00 on 11.22.23; and \$25,363.00 per Debtors
68	3283346			Cyxtera Communications, LLC	Primary Integration Solutions, Inc.	books and records
69	3283347			Cyxtera Communications, LLC	Prime Electric, Inc. Washington	Paid \$14,931.76 per Debtors' books and records
70	3283348			Cyxtera Communications, LLC	Professional Piping Systems, LLC	Paid \$26,875.00 on 08.09.23
71	3283352	163	08.03.2023	Cyxtera Communications, LLC	QRFP SPECIAL SERVICES INC	Paid \$2,115.59 on 08.09.23
72	3283353			Cyxtera Communications, LLC	Quality Backflow Testing, Inc.	Paid \$800.00 on 08.16.23
73	3283357			Cyxtera Communications, LLC	REPUBLIC SERVICES 183	Paid \$3,046.99 on 08.09.23
74	3283359			Cyxtera Communications, LLC	RESA POWER, LLC	Paid \$8,149.76 on 08.09.23
75	3283360			Cyxtera Communications, LLC	Rescue Rooter	Paid \$817.00 on 08.16.23
76	3283512			Cyxtera Management, Inc.	RiseSmart, Inc.	Paid \$92,700.00 on 11.15.23
77	3283361			Cyxtera Communications, LLC	RK ELECTRIC INC	Paid \$14,973.00 on 08.09.23
78	3283362			Cyxtera Communications, LLC	ROBERT DERECTOR PE PC	Paid \$7,696.05 on 07.26.23
79	3283364			Cyxtera Communications, LLC	Rumpke of Ohio, Inc.	Paid \$858.63 on 08.16.23
80	3283072			Cyxtera Communications Canada, ULC	RYAN FILTER SERVICES	Paid \$218.82 on 08.16.23
81	3283515			Cyxtera Management, Inc.	Salles, Franco de Campos, Bruschini Advogados	Paid \$2,335.22 on 12.14.23
82	3283366			Cyxtera Communications, LLC	SBE Electrical Contracting, Inc.	Paid \$26,184.00 on 09.13.23; \$37,381.05 on 12.13.23; and
	2000007			Outer Communication 110	Caballaran 9 Camananii	\$14,606.85 per Debtors' books and records
83	3283367			Cyxtera Communications, LLC	Schellman & Company	Paid \$147,000.00 on 08.09.23
84	3283368			Cyxtera Communications, LLC	SCHNEIDER ELECTRIC BUILDINGS AMERIC	Paid \$2,924.44 on 07.26.23
85	3283370			Cyxtera Communications, LLC	Schneider Electric Systems USA, INC	Paid \$1,807.50 on 07.26.23
86	3283372	37		Cyxtera Communications, LLC	Sequoyah Electric, LLC	Paid \$85,508.21 on 08.09.23
87		17		Cyxtera Technologies, Inc.	Sheetmetal Systems & Design Inc.	Paid \$6,310.00 on 08.09.23
88		72		Cyxtera Technologies, Inc.	SHI International	Paid \$17,655.82 on 08.09.23
89	3283258	196	08.05.2023	Cyxtera Communications, LLC	Shield Security Systems, LLC dba InstaKey	Paid \$2,540.93 on 08.09.23

Shook, Hardy and Bacon L.L.P.

Paid \$300.00 on 12.13.23

Schedule 1 to 5th Omnibus Claims Objection

	Schedule#	Claim#	Date Filed	Debtor	Creditor	Reason for Disallowance
91	3283517			Cyxtera Management, Inc.	Shuttleworth & Ingersoll PLC	Paid \$123.00 on 08.16.23
92	3283074	480	08.28.2023	Cyxtera Communications Canada, ULC	Siemens Canada Limited	Paid \$9,433.23 on 08.09.23
93		1	06.08.2023	Cyxtera Communications, LLC	Siemens Industry, Inc.	Paid \$62,931.90 on 08.09.23
94		2	06.08.2023	Cyxtera Technologies, Inc.	Siemens Industry, Inc.	Paid \$22,699.78 on 09.13.23
95		78	07.19.2023	Cyxtera Technologies, Inc.	Siemens Industry, Inc.	Paid \$9,275.00 on 08.09.23
96	3283379			Cyxtera Communications, LLC	SIGNALOGY LIFE SAFETY	Paid 43,384.48 on 08.02.23
						Paid \$1,774.99 on 12.12.23; \$68,663.21 on 12.14.23;
97	3283075			Cyxtera Communications Canada, ULC	Southwire Company, LLC	\$1,930.05 on 12.28.23; and \$1,584.50 per Debtors ' books
						records
						Paid \$224,353.29 on 08.09.23; \$576,808.40 on 11.15.23;
98	3283384			Cyxtera Communications, LLC	Southwire Company, LLC	651.91 on 11.27.23; and \$368,827.37 per Debtors' books a
						records
	•			-		