

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

In re:

COMPLEX BUSINESS LITIGATION
DIVISION

CRYSTAL CRUISES LLC, a California
limited liability company,

Case No. 2022-002742-CA-01
Lead Case

CRYSTAL HOLDINGS U.S., LLC, a
Delaware limited liability company,

Case No. 2022-002757-CA-01

CRYSTAL AIRCRUISES, LLC, a Florida
limited liability company, and

Case No. 2022-002758-CA-01

Assignors,
To:

(Jointly Administered Cases)

MARK C. HEALY,

Assignee.

**ASSIGNEE'S FIRST OMNIBUS
OBJECTION TO DISPUTED VENDOR CLAIMS**

THIS IS AN OBJECTION TO YOUR CLAIM. THE ASSIGNEE IS ASKING THE COURT TO MODIFY OR DISALLOW THE CLAIM THAT YOU FILED IN THIS ASSIGNMENT FOR THE BENEFIT OF CREDITORS CASE. CLAIMANTS RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND CLAIM LISTED IN EXHIBIT "A" TO THIS OBJECTION.

YOU SHOULD IMMEDIATELY CONTACT THE ASSIGNEE'S OFFICE AT CRYSTALCLAIMSOBJ@MOECKER-CRYSTAL.COM TO RESOLVE THE DISPUTE. IF YOU DO NOT CONTACT THE ASSIGNEE'S OFFICE WITHIN 21 DAYS OF SERVICE OF THIS OBJECTION, THE ASSIGNEE AND THE COURT WILL PRESUME THAT YOU DO NOT OPPOSE THE OBJECTION TO YOUR CLAIM, AND YOUR CLAIM MAY BE DISALLOWED OR MODIFIED WITHOUT FURTHER NOTICE OR A HEARING.

Mark C. Healy, of Michael Moecker & Associates, Inc. (the "Assignee"), as Assignee for the Benefit of Creditors of Crystal Cruises, LLC (the "Assignor"), by and through his undersigned

counsel, files this Omnibus Objection to Disputed Vendor Claims (the “Objection”) pursuant to §§ 727.109, 727.111, and 727.113, *Florida Statutes*, as to the claims listed in the Objection below, and in support thereof states as follows:

BACKGROUND

1. On February 10, 2022, the Assignor executed an assignment of its assets in favor of the Assignee pursuant to Chapter 727, *Florida Statutes*.

2. On February 11, 2022 (the “Petition Date”), the Assignee filed a Petition for Assignment for the Benefit of Creditors on behalf of the Assignor pursuant to Chapter 727, *Florida Statutes*, thereby commencing the following assignment for the benefit of creditors cases in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01, *In re Crystal Holdings U.S. LLC*, Case No. 2022-002757-CA-01, and *In re Crystal Aircruises LLC*, Case No. 2022-002758-CA-01 (collectively, the “Assignment Cases”).

3. On March 3, 2022, the Court entered orders in each of the Assignment Cases consolidating and jointly administering the Assignment Cases for procedural purposes.

RELIEF REQUESTED

4. Pursuant to § 727.113(3), *Florida Statutes*, “[t]he assignee, as well as any creditor or any party in interest, has standing to challenge the validity, extent, or priority of any claim filed by a creditor.”

5. Section 727.113(1), *Florida Statutes*, further provides “[a]t any time before the entry of an order approving the assignee’s final report, the assignee or any party in interest may file with the court an objection to a claim.”

6. Pursuant to § 727.112, *Florida Statutes*, all proofs of claims shall be filed by delivering the claims to the Assignee within 120 days from the filing of the Assignment.

7. In this case, all claims were due by June 11, 2022 (the “Bar Date”).

8. The Assignee has received and is reviewing hundreds of claims from various third-party vendors for the payment of amounts alleged as owed by the Assignor.

9. The Assignee hereby objects to the claims listed in **Exhibit “A”** to this Objection (the “Objectionable Vendor Claims”) in their entirety on the grounds that the respective claim has either been filed with the Assignee after the Bar Date or is duplicative of another claim filed in this proceeding.

PROCEDURES FOR OMNIBUS OBJECTIONS

10. On February 28, 2023, the Court entered an order approving procedures for filing and resolving objections to consumer and employee claims in the Assignment Cases (the “Claims Procedure Order”).

11. In its January 31, 2023, Motion for Entry of an Order Approving Procedures for Objections to Consumer and Employee Claims, which led to this Court entering its Claims Procedure Order, Assignee noted to this Court that filing thousands of individual objections to claims which are nearly identical in their nature and kind, would prove to be an unnecessary tax on this Court’s time and resources.

12. To avoid the unnecessary expenditure of judicial time and resources – as well as to preserve the estate’s assets – this Court permitted the Assignee to file omnibus objections to claims which are of similar nature and kind – such as wage and employee claims.

13. Here, the basis for Assignee’s objections to the Objectionable Vendor Claims are of a similar nature. All of the Objectionable Vendor Claims have either been filed after the Bar Date or are duplicative of other claims. As such, it would be an uneconomical use of both judicial

resources and the estate's resources for Assignee to file individual – and virtually identical - objections to each of the Objectionable Vendor Claims.

14. While the Objectionable Vendor Claims were not specifically addressed by the Claims Procedure Order, they are in accord with the type of claim addressed by the Claims Procedure Order.

15. Rather than providing notice of objection to each of the claimants listed on **Exhibit A** via email, as is contemplated in the Claims Procedure Order, the Assignee shall serve notice of this Objection to each of the claimants listed on **Exhibit A** via mail to the address set forth in their respective claim, in conformity with § 727.113(1), *Florida Statutes*.

16. This Objection is being served upon twenty-one days negative notice as permitted by §§ 727.113(1) and 727.111(4), *Florida Statutes*.

17. Consistent with the procedure set forth in the Claims Procedure Order, if a claimant disputes this Objection to their claim, then within 21 days of service of this Objection, such claimant must notify either the undersigned the Assignee via email at crystalclaimsobj@moecker-crystal.com to attempt to resolve the dispute. If a claimant fails to contact the Assignee within the required time period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

18. Consistent with the procedure set forth in the Claims Procedure Order, if a claimant contacts the Assignee within the required time period, and thereafter, the Assignee determines that the Assignee and the claimant are unable to resolve the dispute, the Assignee may file a Notice of

Impasse with the Court identifying the unresolved claim. The Notice of Impasse will be served by the Assignee on the subject claimant via email or, if the Assignee does not have an email address for the subject via U.S. Mail.

19. Consistent with the procedure set forth in the Claims Procedure Order, following the filing of a Notice of Impasse by the Assignee, the claimant must file with the Court a written response to this Objection within 21 days (a “Response”). If the claimant fails to file the Response with the Court within the required 21-day period, the Assignee and the Court will presume that such claimant does not oppose the relief requested in this Objection, and the Assignee may submit an order to the Court sustaining this Objection as it relates to such claimant without any further notice or hearing. Upon entry, the Assignee will serve such order upon the subject claimant via email or, if the Assignee does not have an email address for the subject claimant, via U.S. Mail.

20. Consistent with the procedure set forth in the Claims Procedure Order, a Response must be timely filed with the Court and include:

- a. A statement setting forth the particular Objection and the particular claim(s) to which the Response is directed, including the claim number;
- b. A concise statement setting forth the reasons why the Court should not grant the Objection with respect to such claim, including the factual and legal bases upon which the claimant relies in opposing the Objection;
- c. A copy of any other documentation or other evidence of the claim, to the extent not already included with the claim, upon which the claimant will rely in opposing the Objection, provided that confidential, proprietary, or otherwise, protected information should not be publicly filed with the Court, but the existence of such information should be disclosed to counsel for the Assignee; and
- d. The name address, telephone number, and email address of the responding claimant and/or the name, address, telephone number, and email address of the claimant’s attorney or designed representative.

21. If a claimant files a Response within the required time period, the Assignee, in the Assignee's sole discretion, may set the matter for a preliminary non-evidentiary hearing. The Assignee may set multiple claims objections to be heard in a single preliminary non-evidentiary hearing.

22. The Assignee shall be permitted to file a reply to any Response no later than 2 calendar days before the preliminary non-evidentiary hearing with respect to the relevant Objection. No sur-reply shall be permitted absent prior Court approval.

23. If the matter is not resolved at the preliminary non-evidentiary hearing, the Assignee and the claimant shall make a further attempt to resolve the matter. Thereafter, if the matter remains unresolved, the Assignee, in the Assignee's sole discretion, may set the matter for evidentiary hearing.

24. The Assignee may, in his discretion and in accordance with other orders of the Court, settle the validity, priority amount, nature, or extent of contested claims without any further notice, order, or approval of the Court.

25. The Assignee reserves the right to object to other claims or raise additional objections with respect to the Objectionable Vendor Claims.

WHEREFORE, the Assignee respectfully requests this Court enter an Order in substantially the form attached hereto as **Exhibit "B"**: (i) sustaining the Assignee's Objections to the Objectionable Vendor Claims; (ii) approving the Assignee's proposed disposition of the Objectionable Vendor Claims; and (iii) granting such other and further relief as this Court deems appropriate under the circumstances.

DATED this 4th day of October 2023.

NARDELLA & NARDELLA, PLLC
Co-General Counsel for Assignee
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Orlando, FL 32801
(407) 966-2680

By: /s/ Paul N. Mascia
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the *Assignee's First Omnibus Objection to Disputed Vendor Claims* was served on October 4, 2023 (1) via the Florida Court's e-Filing Portal, which served the Objection upon all parties and interested persons of record in this action; and (2) via USPS first class mail to the claimants listed on the attached **Exhibit "A"** as follows:

<u>Creditor Name</u>	<u>Address</u>
Denholm Port Services Ltd.	Building 13, Thames Industrial Park, Princess Margaret Rd, East Tilbury, Tilbury RM18 8RH, United Kingdom
Purchase Order of Miami	3724 NW 72nd St Miami, FL 33147
Apex Shipping Agency Limited	Unit B, 2.5 Miles Philip Goldson Hwy. Belize City, Belize
Smart Security Group LLC	791 Crandon Blvd APT 304 Key Biscayne, FL 33149
Sembcorp Marine Repairs & Upgrades	Admiralty Rd. West Singapore 759956
CAVOY	Yliopistonkatu 37 A 65 20100 Turku
C & H International A/S	P.O. Box 15 N-2076 Dal, Norway

JFC International	7101 E. Slauson Ave. Commerce, CA 90040
Claudia Martins Ramalho	SHIS OI 17 Conjunto 07 Casa 07 Brasillia, DFP CEP: 71.645-070, Brazil
Mohammed Shafi Mulgund	Lipcon, Marguiles & Windleman P.A. 2 S Biscayne Blvd Miami, FL 33131

/s/ Paul N. Mascia

Paul N. Mascia, Esq.

Exhibit A

Objectionable Vendor Claims

Claimant Name(s)	Claim Number	Submitted Claim Amount	Grounds for Objection	Proposed Treatment of Claim	Proposed Allowed Amount
Denholm Port Services Ltd.	1738	\$152,392.82	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
Purchase Order of Miami	1425	\$121,074.25	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
Apex Shipping Agency Limited	2190	\$19,012.80	The Claim was filed with the Assignee after the Bar Date	Disallow and expunge in its entirety	\$0
Smart Security Group LLC	0311	\$17,500.00	The Claim was filed with the Assignee after the Bar Date and is additionally duplicative of Claim 0331	Disallow and expunge in its entirety	\$0
Smart Security Group LLC	0331	\$17,500.00	The Claim was filed with the Assignee after the Bar Date and is duplicative of Claim 0311	Disallow and expunge in its entirety	\$0
Sembcorp Marine Repairs & Upgrades	2844	\$365,534.93	The Claim is duplicative of Claim 2019	Disallow and expunge in its entirety	\$0
CAV OY	2984	\$61,820.70	The Claim is duplicative of Claim 2707	Disallow and expunge in its entirety	\$0
C & H International A/S	2983	\$55,000.00	The Claim is duplicative of Claim 2966	Disallow and expunge in its entirety	\$0

JFC International	1436	\$5,211.88	The Claim is duplicative of a portion of Claim 2574	Disallow and expunge in its entirety	\$0
Claudia Martins Ramalho	2909	\$5,928.00	The Claim is duplicative of a portion of Claim C10383	Disallow and expunge in its entirety	\$0
Mohammed Shafi Mulgund	2933	\$395,000.00	The Claim is duplicative of Claim 1949	Disallow and expunge in its entirety	\$0

Exhibit B

Proposed Order

IN THE CIRCUIT COURT IN AND FOR
THE FIFTEENTH JUDICIAL CIRCUIT IN
AND FOR
PALM BEACH COUNTY, FLORIDA

Assignment for the Benefit of Creditors 2018-CA-10254
PSM HOLDINGS, INC.

Assignment for the Benefit of Creditors 2018-CA-10256
PRIME SOURCE MORTGAGE, INC.

Assignment for the Benefit of Creditors 2018-CA-10266
WWYH, INC.

Jointly Administered Under
Case No. 2018-CA-10254

Assignors,

vs.

MARK C. HEALY,

Assignee.

_____ /

ORDER GRANTING ASSIGNEE’S THIRD OMNIBUS OBJECTION TO CLAIMS

THIS CAUSE came before the Court upon the *Assignee’s First Omnibus Objection to Vendor Claims* filing on ____ ____, 2023 (the "Objection") by Mark C. Healy (the “Assignee”), solely in his capacity as the Assignee for the benefit of creditors of Crystal Cruises LLC (the “Assignor”), as an Objection to the Proofs of Vendor Claims (the “Claims”) submitted to the Assignee by Denholm Port Services Ltd.; Purchase Order of Miami; Apex Shipping Agency Limited; Smart Security Group LLC; Sembcorp Marine Repairs & Upgrades; CAV OY; C & H International A/S; JFC International; Claudia Martins Ramalho; Mohammed Shafi Mulgund (the

“Claimants”). The Court, having reviewed the Objection and record in this case, finding that notice of the Objection was sufficient and properly served on the Claimants and to interested parties pursuant to §§ 727.103, 727.111(4) and 727.113, Fla. Stat. (2022), noting that no response to the Objection from the Claimants was received by the Assignee or filed within the 21-day negative notice period set forth in the Objection, finding that the relief requested in the Objection is in the best interest of the Assignor’s estate, and otherwise finding that good and sufficient cause exists for granting the relief set forth herein, does hereby

ORDER AND ADJUDGE that:

1. The assignee’s Objection is SUSTAINED as to the Claims of the Claimants whose claims are attached as Exhibit “A” to the Objection and otherwise set forth in the Objection.
2. Each of the Claimant’s Claims attached as Exhibit “A” to the Objection and otherwise set forth in the Objection shall be allowed in the amount, if any, set forth below next to the Claimant’s name, with the statutory priority as to payment pursuant to Chapter 727, Fla. Stat. (2022), indicated for the same:

<u>Claim No.</u>	<u>Claimant</u>	<u>Treatment of Claim</u>
1738	Denholm Port Services Ltd.	This claim is denied in its entirety
1425	Purchase Order of Miami	This claim is denied in its entirety
2190	Apex Shipping Agency Limited	This claim is denied in its entirety
0311	Smart Security Group LLC	This claim is denied in its entirety
0331	Smart Security Group LLC	This claim is denied in its entirety
2844	Sembcorp Marine Repairs & Upgrades	This claim is denied in its entirety
2984	CAV OY	This claim is denied in its entirety
2983	C & H International A/S	This claim is denied in its entirety
1436	JFC International	This claim is denied in its entirety
2909	Claudia Martins Ramalho	This claim is denied in its entirety
2933	Mohammed Shafi Mulgund	This claim is denied in its entirety

3. The Assignee is authorized to take all actions necessary or appropriate to give effect to this Order.
4. The Terms, conditions, and provisions of this Order shall be immediately effective and enforceable upon entry hereof.
5. The Court shall retain jurisdiction to resolve any dispute arising from or relating to this Order.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this ____ day of _____, 2023.

Hon. Lisa Walsh

CIRCUIT COURT JUDGE

Electronically Served:

Physically Served: