

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 OBJECTION TO CLAIM OF EMILIO ANTUNANO

NOTICE OF OPPORTUNITY TO OBJECT AND REQUEST FOR HEARING

PLEASE TAKE NOTICE that, Pursuant to section 727.111(4), Florida Statutes, the assignee may disallow improper claims of creditors, and the Court may consider these actions without further notice or hearing unless a party in interest files an objection within 21 days from the date this paper is served. If you object to the relief requested in this paper, you must file your objection with the Clerk of the Court of Miami-Dade County at 73 W. Flagler Street, Room 133, Miami, FL 33130, and serve a copy on the assignee's attorney, Paul N. Mascia, Esq., Nardella & Nardella, PLLC, 135 W. Central Blvd., Ste. 300, Orlando, FL 32801, and any other appropriate person.

If you file and serve an objection within the time permitted, the Court shall schedule a hearing and notify you of the scheduled hearing.

If you do not file an objection within the time permitted, the assignee and the Court will presume that you do not oppose the granting of the relief requested in the paper.

COMES NOW Mark C. Healy, Assignee in the above-captioned Assignment proceeding (the “Assignee”), pursuant to Section 727.113 and 727.109(4), files this Objection to Claim of Emilio Antunano (“Antunano” or “Claimants”), and asserts as follows:

BACKGROUND

1. On February 10, 2022, the Crystal Cruises, LLC (the “Assignor”) executed and delivered, and the Assignee accepted, an irrevocable Assignment for the benefit of creditors to the Assignee (the “Assignment”). On February 11, 2022, a *Petition Commencing Assignment for the Benefit of Creditors* was filed by the Assignee for the Assignor, thereby commencing the following assignment for the benefit of creditors case pursuant to Chapter 727 of the Florida Statutes, in this Court: *In re Crystal Cruises LLC*, Case No. 2022-002742-CA-01 (the “Assignment Case”).

2. Prior to the Assignment, Assignor engaged in the business of travel and entertainment business, including operating ocean, river, and expedition cruises and conducting related activities around the world (the “Business”).

3. The Assignee's address and telephone number are c/o Paul N. Mascia, Esq., Nardella & Nardella, PLLC, 135 W. Central Boulevard, Orlando, Florida 32801 and (407) 966-2680.

4. 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.

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

6. Antunano delivered his claim #2568 of \$13,350 to the assignee on May 5, 2022 (the “Antunano Claim”), a true and correct copy of which Claim, along with the proffered supporting documents, are collectively attached hereto as **Exhibit “A”**.

OBJECTION TO CLAIM

7. Antunano Claim #2568 is duplicative of Consumer Claim # C8471, and as such, Assignee objects to this duplicative claim. Assignee has previously filed an objection to Antunano’s Consumer Claim, on November 7, 2023, in Assignee’s 46th Omnibus Objection, on the basis that Antunano’s claim is for a past voyage where the claimant cancelled within the applicable penalty period. The claim is for a coupon that expired on December 31, 2020. As such, Assignee also objects to this claim #2568 in its entirety.

8. This Honorable Court has the power to allow or disallow claims against the estate and determine their priority. *See* § 727.109(4), *Florida Statutes*.

WHEREFORE, the Assignee respectfully requests the Court enter an order sustaining his Objection to Antunano’s Claim and denying the Claim in its entirety.

DATED this 6th day of February 2024.

NARDELLA & NARDELLA, PLLC
Co-General Counsel for Assignee
135 W. Central Blvd., Ste. 300
Orlando, FL 32801
(407) 966-2680

By: /s/ Danielle N. Waters
Michael A. Nardella, Esq.
Florida Bar No. 051265
Paul N. Mascia, Esq.
Florida Bar No. 0489670
Danielle N. Waters, Esq.
Florida Bar No. 0029364
mnardella@nardellalaw.com
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dwaters@nardellalaw.com
kcooper@nardellalaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via the Florida Court's e-Filing Portal on February 6, 2024, which will serve upon all parties and interested persons of record in this action; on claimant Emilio Antunano via email at emilantunano@yahoo.com and U.S. mail to 229 Lone Pine Rd., Bloomfield, MI 48304 and via email to cbl44@jud11.flcourts.org pursuant to CBL Rule 2.2.

By: /s/ Danielle N. Waters
Danielle N. Waters, Esq.

Exhibit A

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

In Re:

CRYSTAL CRUISES, LLC
a California Limited Liability company.

Assignor,

To:

MARK C. HEALY,

Assignee,

2568
Case No.: 2022-002742 CA 01

RECEIVED
MAY 05 2022

PROOF OF CLAIM

TO RECEIVE ANY DIVIDEND IN THIS PROCEEDING, YOU MUST COMPLETE THIS PROOF OF CLAIM AND DELIVER IT TO THE ASSIGNEE NO LATER THAN:

JUNE 11, 2022

THE ASSIGNEE'S NAME AND ADDRESS ARE AS FOLLOWS:

Mark C. Healy, Assignee
MICHAEL MOECKER & ASSOCIATES, INC.
1885 Marina Mile Blvd., Suite 106
Fort Lauderdale, FL 33315
(954) 252-1560 • (954) 252-2791 Fax No.
Info@Moecker.com

1. CREDITOR NAME (Your name):
ADDRESS:

TELEPHONE NUMBER:
E-MAIL ADDRESS:

Emilio Antoniano
229 Love Pipe Rd.
Bloomfield Hills, MI 48304
248-842-7197
Emi@ANTONIOANO.COM
Please be sure to notify us if you have a change of address.

2. BASIS FOR CLAIM:

Goods Sold

Services Performed

Money Loaned

Wages, Salaries and Compensations

Taxes

Shareholder Other: _____

Secured Creditor

3. DATE DEBT WAS INCURRED:

March 2018

4. AMOUNT OF CLAIM:

\$ 13,350 -

5. SUPPORTING DOCUMENTS: **Attach copies of supporting documents**, such as promissory notes, purchase order, invoices, itemized statement of running accounts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

6. SIGNATURE: Sign and print name and title, if any, of the creditor or other person authorized to file this claim:

DATED: 5-1-22

BY: Emilio Antoniano
Signature of Claimant or Representative

Emilio Antoniano
Print Name and Title Here



December 18, 2019

Mr. Emilio Antunano
229 Lone Pine Road
Bloomfield Hills, MI 48304

REF: RMH180528-16 – Booking # 2050512 – AON Denial Based on Pre-Existing/Rollover Credit

Dear Mr. Antunano,

Thank you for reaching out to Guest Relations with a copy of the “denial due to pre-existing condition” letter you received from Aon Infinity.

We are pleased to provide a Rollover Credit as outlined on our website and within the insurance policy itself. When booking number 2050512 was canceled, a 100% penalty of \$13,350 was assessed. Therefore, you are entitled to a Rollover credit of \$13,350 total for a voyage that sails no later than 12/31/2020.

Please note that Rollover Credits come with certain terms and conditions. Rollover Credits are issued per guest and are only applicable to the guest(s) on the sailing for which the credit was issued. The credit is applicable to the cruise fare only, not applicable after final payment has been made, not transferable, not commissionable, not redeemable for cash value or applicable as a deposit, final payment or insurance. The full credit must be used on one voyage. Crystal also requests confidentiality regarding our goodwill offers as they are presented based on individual guest concerns. In order to redeem the Rollover Credit, please submit an email to guestrelations2@crystalcruises.com with the new booking and the booking for which the credit was provided. If a booking with a Rollover Credit applied is cancelled within any penalty period, the Rollover Credit is considered redeemed and null and void.

Mr. Antunano, we look forward to welcoming you back aboard a Crystal ship in the near Future.

Sincerely yours,

Paula A. Carbon
Guest Relations, Coordinator

Handwritten notes:
 12/22/19
 12/22/20
 12/22/20
 12/22/20