

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 SIXTH OMNIBUS OBJECTION  
TO DISPUTED WAGE AND LATE 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 Sixth Omnibus Objection to Disputed Wage and Late 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 numerous proofs of claim submitted by individuals and entities asserting entitlement to payment for wages allegedly owed by the Assignor, as well as certain claims that were filed after the Bar Date.

9. The Assignee hereby objects to the claims listed in **Exhibit “A”** to this Objection (the “Objectionable Wage and Late Claims”) in their entirety on the grounds that the respective claim was either (i) filed after the Bar Date, (ii) duplicative of another claim filed in these proceedings, or (iii) unsupported by adequate documentation establishing the basis for the claim, including certain claims asserted as priority wage claims where, upon information and belief, the claimant was not an employee of the Assignor.

#### **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. Pursuant to 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 contact the Assignee via email at [crystalclaimsobj@moecker-crystal.com](mailto: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.

12. Pursuant to 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.

13. Pursuant to 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.

14. Pursuant to 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.

15. 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.

16. 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.

17. 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.

18. 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 S of the Court.

19. The Assignee reserves the right to object to other claims or raise additional objections with respect to the Objectionable Wage and Late 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 Wage and Late Claims; (ii) approving the Assignee's proposed disposition of the Objectionable Wage and Late Claims; and (iii) granting such other and further relief as this Court deems appropriate under the circumstances.

DATED this 6<sup>th</sup> day of April 2026.

NARDELLA & NARDELLA, PLLC  
*Co-General Counsel for Assignee*  
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By: /s/ Paul N. Mascia

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### **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 April 6, 2026, which will serve upon all parties and interested persons of record in this action; and via email to the claimants listed on the attached **Exhibit "A"** and pursuant to the Claims Procedure Order.

/s/ Paul N. Mascia

Paul N. Mascia, Esq.

**Exhibit A**

Objectable Wage and Late Claims

<b><u>Claim No.</u></b>	<b><u>Claimant</u></b>	<b><u>Claim Amount</u></b>	<b><u>Basis for Objection and Extent of Objection</u></b>
8038	LAKHVINDER SINGH VOHRA	\$20,206.00	The Claim was filed with the Assignee after the Bar Date. Therefore, the Assignee objects to this claim in its entirety.
2128	Zeetours Cruises	\$8,641.06	The Claim was filed with the Assignee after the Bar Date. Therefore, the Assignee objects to this claim in its entirety.
1745	Qualitours Agencia de Viagens e Turismo LTDA	\$65,013.60	The Claim was filed with the Assignee after the Bar Date and is additionally duplicative of Claims 9113, 9114, 9115, 9116, 9117.
2795	Marcel Peliciu	\$11,400.00	This claim is filed as a priority wage claim under §727.114(1)(d), <i>Florida Statutes</i> . However, the claimant has failed to provide support for the basis of this claim and, upon information and belief, was not an employee of Assignor. The Assignee therefore objects to this claim in its entirety.
2828	Mircea Atanasiu	\$8,764.67	This claim is filed as a priority wage claim under §727.114(1)(d), <i>Florida Statutes</i> . However, the claimant has failed to provide support for the basis of this claim and, upon information and belief, was not an employee of Assignor. The Assignee therefore objects to this claim in its entirety.
2816	Stephen Bone	\$120,000.00	This claim is filed as a priority wage claim under §727.114(1)(d), <i>Florida Statutes</i> . However, the claimant has failed to provide support for the basis of this claim and, upon information and belief, was not an employee of Assignor. The Assignee therefore objects to this claim in its entirety.

**Exhibit B**

Proposed Order

IN THE CIRCUIT COURT IN AND FOR  
THE ELEVENTH 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, (Jointly Administered Cases)  
To:

MARK C. HEALY,

Assignee.

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**ORDER GRANTING ASSIGNEE’S SIXTH OMNIBUS OBJECTION  
TO DISPUTED WAGE AND LATE CLAIMS**

THIS CAUSE came before the Court upon the *Assignee’s Sixth Omnibus Objection to Disputed Wage and Late Claims* filing on \_\_\_\_\_, 2026 (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 Wage and Late Claims (the “Claims”) submitted to the Assignee by Lakhvinder Singh Vohra; Zeetours Cruises; Qualitours Agencia de Viagens e Turismo LTDA; Marcel Peliciu; Mircea Atanasiu; Stephen Bone (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 disposed as follows:

<b><u>Claim No.</u></b>	<b><u>Claimant</u></b>	<b><u>Treatment of Claim</u></b>
8038	LAKHVINDER SINGH VOHRA	This claim is denied in its entirety
2128	Zeetours Cruises	This claim is denied in its entirety
1745	Qualitours Agencia de Viagens e Turismo LTDA	This claim is denied in its entirety
2795	Marcel Peliciu	This claim is denied in its entirety
2828	Mircea Atanasiu	This claim is denied in its entirety
2816	Stephen Bone	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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
HONORABLE LISA WALSH  
Circuit Court Judge

**Copies furnished to:**