UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re: CINEMEX HOLDINGS USA, INC., CMX CINEMAS, LLC, and CB THEATER EXPERIENCE LLC,[1] Debtors.	Chapter 11 (Subchapter V) Case No. 25-17559-LMI (Jointly Administered)

OBJECTION TO CLAIM NOS. 21 AND 23 OF MN THEATERS 2006 LLC

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: (1) Cinemex Holdings USA, Inc. (5502); (2) CMX Cinemas, LLC (1938); and (3) CB Theater Experience LLC f/k/a Cobb Theater Experience LLC f/k/a Cinemex NC, LLC (0563). The address for the Debtors is 4300 Biscayne Blvd, Suite 203, Miami, FL 33137.

Cinemex Holdings USA, Inc. ("Cinemex Holdings"), CMX Cinemas, LLC, and CB Theater Experience LLC ("CB Theater" and, collectively with Cinemex Holdings and CMX Cinemas, LLC, the "Debtors" or "Cinemex"), all of which are debtors in the above-captioned jointly administered chapter 11 cases (the "Chapter 11 Cases"), hereby file their objection (the "Objection") to Claim Nos. 21 and 23 filed by MN Theaters 2006 LLC ("MN Theaters") (the "Claim")[2] under Rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 3007-1 of the Local Bankruptcy Rules for the Southern District of Florida (the "Local Bankruptcy Rules"), and state as follows:

I. PRELIMINARY STATEMENT[3]

1. After defeating MN Theaters' needless motion to appoint an unsecured creditors' committee, the Debtors set the path for a swift confirmation of its 100% Plan. But here we are again: MN Theaters—a rejected landlord—takes another shot at Cinemex in its continuing attempt to extract unearned value from the Debtors (or their Mexican guarantor) by obstructing the subchapter V restructuring that would pay creditors 100 cents on the dollar, but for MN Theaters' inflated claim. MN Theaters filed its Claim for over $12.6 million that not only ignores the correct application of section 502(b)(6) but also artificially inflates damages for "maintenance." Indeed, the lion's share of the Claim consists of more than $8.7 million of alleged repair and remediation costs based on recent estimates resulting from two so-called "Assessments" performed with an obvious eye toward grabbing value from other creditors. That said, MN Theaters' efforts are, once again, in vain because all these wildly inflated costs are capped under section 502(b)(6). For MN

[2] Because Claim Nos. 21 and 23 and duplicate, they are treated as a single claim for the purposes of this Objection. MN Theaters represented to the Debtors that it will withdraw one of two proofs of claim.

[3] Capitalized terms used in this section are defined in other sections of the Objection.

Theaters, its maximum, capped claim totals $2,922,017.42. Accordingly, the Debtors respectfully request that Claim be allowed in that amount.

II. RELIEF REQUESTED

2. The Debtors request entry of an order, substantially in the form attached hereto as **Exhibit A**, pursuant to section 502(b) of title 11, United States Code (the "Bankruptcy Code"), Bankruptcy Rule 3007, and Local Rule 3007-1, reducing the Claim to account for MN Theaters' failure to correctly calculate the amount of the Claim.

III. JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested in this Objection is section 502(b) of the Bankruptcy Code, Bankruptcy Rule 3007, and Local Bankruptcy Rule 3007-1.

IV. FACTUAL HISTORY

A. The Subchapter V Bankruptcy

6. On June 30, 2025 (the "Petition Date"), the Debtors filed for bankruptcy under Subchapter V of chapter 11 of the Bankruptcy Code. The deadline to file proofs of claim was September 8, 2025.

7. On July 24, 2025, Cinemex filed *Debtors' Motion to Reject Leases Effective as Of July 31, 2025* (the "Rejection Motion"), seeking the rejection of the following two leases with MN Theaters (the "Leases"):[4]

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[4] Debtors' Rejection Motion referred to the Leases by their theater names, Chateau and Odyssey, and lists street addresses for both in Rochester, MN. The Claim, instead, refers to the Leases for these properties as the "Rochester

Theater Name	Street Address	Lessee	Lessor
Chateau	3450 East Circle Drive NE, Rochester, Minnesota 55906	CB Theater Experience LLC	MN Theaters 2006 LLC (The Carlyle Group)
Odyssey	14401 Burnhaven Drive, Rochester, Minnesota 55306	CB Theater Experience LLC	MN Theaters 2006 LLC (The Carlyle Group)

8. The Court granted the Rejection Motion and entered the related order on July 30, 2025.

9. Since filing the cases, the Debtors have continued to operate as debtors in possession working toward a consensual plan of reorganization (the "Plan"), the latest amendment of it has been filed on September 5, 2025. The Plan provides for payment of non-priority unsecured claims on a pro rata basis as reflected in the Projections, which the proponent of this Plan has valued at approximately 100 cents on the dollar. The Debtors have coordinated and cooperated with the Office of the U.S. Trustee and the Subchapter V trustee.

B. <u>The Leases</u>

10. The two Leases are between Debtor CB Theater and MN Theaters 2006 LLC. On August 22, 2017, the original tenant, non-debtor Cinemex Stratford, LLC ("Cinemex Stratford"), entered into the Leases with MN Theaters, pursuant to which MN Theaters agreed to lease to Cinemex Stratford properties designed to house movie theaters, with one property in Burnsville,

Lease" for the Chateau Theater and the "Burnsville Lease" for the Odyssey Theater, and lists the Chateau Theater's address in Rochester, MN and the Odyssey Theater's address in Burnsville, MN.

Minnesota and the other in Rochester Minnesota. Grupo Cinemex S.A. de CV was the guarantor to the Leases.

11. On January 22, 2019, Cinemex Stratford assigned its tenancies for the Burnsville and Rochester Leases to CB Theater through Notices of Assignment to Affiliate. Grupo Cinemex provided confirmation and consent as the guarantor to the Notices of Assignment to Affiliate.

12. The Premises for the Burnsville Lease "includes the Land, Improvements and Equipment located at the address commonly known as 801 County Road 42 W, Lot 2 Block 1, Burnsville Center 2nd Addition, Burnsville, Dakota County, MN 55337, with a fifteen (15) screen cinema known as the Odyssey 15 on approximately 3.5 acres of land, and containing approximately 69,700 square feet of improved space which includes a mezzanine kitchen and bar." *See* Claim, Ex. A.

13. The Premises for the Rochester Lease "includes the Land, Improvements and Equipment located at the address commonly known as 3450 East Circle Drive N.E., Rochester, MN 55906, including a fourteen (14) screen cinema known as the Paragon Chateau 14 on approximately 8.55 acres of land and containing approximately 50,772 square feet of improved space." *See* Claim, Ex. B.

C. <u>The Claims</u>

14. On September 8, 2025, MN Theaters filed its legally deficient and hyperinflated Claim, alleging an unsecured claim against CB Theater in the amount of "at least" $12,630,892.56 (the "Claim Amount"). *See* Claim, ¶ 11. MN Theaters asserts "three categories of claims: (a) all future Fixed Rent obligations through the end of the Primary Term; (b) all future expenses for utilities payments, insurance, and property taxes through the end of the Primary Term; and (c) the cost of reasonably necessary repairs and improvements on account of the condition in which the Debtor turned over both Premises." *Id.*, ¶ 8. MN Theaters calculated the Claim Amount as follows:

Category of Claim	Burnsville Lease	Rochester Lease	Total
Fixed Rent (13.05 mo.)	$1,740,000.00	$870,000.00	$2,610,000.00
Utilities (13.05 mo.)	*$459,880.98*	*$295,234.96*	*$755,115.94*
Insurance (13.05 mo.)	*$82,966.38*	*$59,463.38*	*$142,429.76*
Property taxes (13.05 mo.)	*$216,969.76*	*$143,432.11*	*$360,401.87*
Additional Rent (13.05 mo.)	At least $759,817.13	At least $498,130.44	At least $1,257,947.56
Total capped claim	**At least $2,499,817.13**	**At least $1,368,130.44**	**At least $3,867,947.56**
Repairs and remediation	At least $3,614,750.00	At least $5,148,195.00	At least $8,762,945.00
Total claim	**At least $6,114,567.13**	**At least $6,516,325.44**	**At least $12,630,892.56**

See Claim, ¶ 11.

V. OBJECTION

15. This ungrounded and hyperbolic Claim should be drastically reduced because MN Theaters failed to correctly reduce the amount of damages, including as required by section 502(b)(6) of the Bankruptcy Code. Section 502(a) of the Bankruptcy Code provides that "[a] claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest… objects." 11 U.S.C. § 502(a). As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and amount of the claim under section 502(a) of the Bankruptcy Code. However, a claimant's proof of claim is entitled to the presumption of *prima facie* validity only until the debtor effectively rebuts the presumption of validity. *In re Santiago*, 404 B.R. 564, 570 (Bankr. S.D. Fla. 2009). The burden of proof then shifts to the creditor. *Id.* "[O]nce the objecting party has rebutted the prima facie validity of the claim the claimant bears the ultimate burden of proof." *In re Grassgreen*, 172 B.R. 383, 388 (Bankr. M.D. Fla. 1994) (citation omitted).

16. The Debtors object to: (1) MN Theaters' calculation of the cap for inclusion of utility payments in the rent reserved calculation and for the amounts listed for insurance and taxes;

and (2) MN Theaters' inclusion of repairs and remediation on top of the section 502(b)(6)'s capped amount.

17. The Debtors submit that the Claim should be allowed in the amount of $2,922,017.42 (the "Allowable Amount") with all other amounts in excess disallowed. The calculation of the Allowable Amount is as follows:

CMX Calculation

Category of Claim	*Odyssey* **Burnsville Lease**	*Chateau* **Rochester Lease**	**Total**
Fixed Rent	$1,740,000.00	$870,000.00	$2,610,000.00
Utilities	-	-	-
Insurance	$31,233.61	$19,516.28	$50,749.89
Property Taxes	$195,821.78	$65,445.75	$261,267.53
Additional Rent	$227,055.39	$84,962.03	$312,017.42
Total Capped Claim	$1,967,055.39	$954,962.03	$2,922,017.42

A. <u>The Claim Does Not Correctly Calculate the Cap Under Section 502(b)(6) of the Bankruptcy Code.</u>

18. The Claim Amount must be reduced to comply with the cap provided by section 502(b)(6) of the Bankruptcy Code because it fails to correctly calculate the capped amount. The amount of the cap is equal to the sum of two kinds of "rent" damages: unpaid rent and rent reserved. 11 U.S.C. § 502(b)(6)(A)-(B). Unpaid rent is the rent that is due at the time of the bankruptcy petition. 11 U.S.C. § 502(b)(6)(B). Rent reserved is, future rent for a fraction of the lease term after the petition date, calculated as the "rent reserved by such a lease, without acceleration, for the greater of one year, or 15 percent, not to exceed three years, of the remaining term of such lease." 11 U.S.C. § 502(b)(6)(A).

19. In the Eleventh Circuit, a three-part test must be met for a charge to constitute "rent reserved" under section 502(b)(6)(A): (i) the charge must (a) be designated as "rent" or "additional rent" in the lease; or (ii) be provided as the tenant's/lessee's obligation in the lease; (ii) the charge

must be related to the value of the property or the lease thereon; and (iii) the charge must be properly classifiable as rent because it is a fixed, regular or periodic charge. *See In re McSheridan*, 184 B.R. 91, 99-100 (B.A.P. 9th Cir. 1995) (setting forth three-part test); *In re Smith*, 249 B.R. 328, 337 (Bankr. S.D. Ga. 2000) (holding that the three-part test must be met for a charge to constitute "rent reserved" under section 502(b)(6)(A)).[5]

a. Utility Payments Should Be Excluded from the Calculation of the Section 502(b)(6) Cap.

20. The utilities included in the Claim should be excluded from the section 502(b)(6) cap because they are not "rent reserved." "[C]ourts have held that, even though a debtor may be obligated to make utility payments, such payments relate to the tenant's occupancy and use of the property, rather than its value." *In re Denali Fam. Servs.,* 506 B.R. 73, 82 (Bankr. D. Alaska 2014) citing *In re Creason*, 2013 WL 1385641, at *4 (Bankr. D. Kan. April 2, 2013); *In re Metals, USA*, Inc., 2004 WL 771096, at *3 (Bankr. S.D.Tex. April 2, 2004); *In re Rose's Stores, Inc*., 179 B.R. 789, 791 (Bankr. E.D.N.C. 1995). Courts "also h[e]ld that utility payments do not qualify as a fixed, regular or periodic charge. Because monthly utility payments do not satisfy the second and third requirements of the *McSheridan* test, they do not qualify as rent reserved for purposes of calculation of the § 502(b)(6) cap." *Id.*

21. Section 8 of the Leases characterizes utility payments as "Additional Rent," satisfying the first part of the three-part *McSheridan* test. But this label alone does not make utility payments rent reserved under section 502(b)(6)(A). Indeed, the utility payments fail to meet the second requirement of the *McSheridan* test, because the payments are not "related to the value of

[5] The three-part *McSheridan* test provides a mechanism for the bankruptcy court to make the necessary independent determination of what constitutes "rent reserved" because labels alone may be misleading. Without requiring the second and third parts of the *McSheridan* test, leases could be drafted with bankruptcy in mind by designating all charges as rent.

the property or the lease thereon," and instead reflect the tenant's use of the utility services on the premises at the tenant's discretion.[6] The Leases also fail the third requirement of the *McSheridan* test because the utility charges in Section 8 of the Leases are not a "fixed, regular or periodic charge" but rather furnished at the determination of the Tenant.

b. The Insurance and Taxes Amounts in the Cap Calculation Are Disputed.

22. MN Theaters claims $142,429.76 for insurance and $360,401.87 for property taxes. While the Debtors do not dispute that insurance and taxes for the Leases are included in the section 502(b)(6) cap calculation as reserved rent, the Debtors dispute the amounts listed in the Claim based on prior representations by the Landlord. For the Rochester Lease (Chateau Theater), the Debtors calculate $1,495.50 per month for insurance and $5,015 per month for property taxes. With 87 months remaining as of the Petition Date, fifteen percent of that period is 13.05 months, which is greater than one year and less than three years. At 13.05 months, this totals $19,516.28 for insurance and $65,445.75 for property taxes for the Rochester Lease. For the Burnsville Lease (Odyssey Theater), the Debtors calculate $2,393.38 per month for insurance and $15,005.50 per month for property taxes. At 13.05 months, this totals $31,233.61 for insurance and $195,821.78 for property taxes for the Burnsville Lease. Together, this totals $50,749.89 for insurance and $261,267.53 for property taxes. The balance of the insurance and property taxes in excess of such amounts should be disallowed.

[6] Section 8 of the Leases specifies that the supply of "electricity, heating, ventilating and air conditioning, water, natural gas, lighting, replacement for all lights, restroom supplies, telephone service, window washing, security service, janitor, pest control and disposal services . . ., and such other services as Tenant determines to furnish to the Premises." *See* Claim, Ex. A and Ex. B at § 8.

B. <u>The Claim Does Not Correctly Include Items Under Section 502(b)(6)'s Cap.</u>

23. Lease termination damages that exceed the statutory cap provided by section 502(b)(6) are barred, given that claims for "damages resulting from the termination of a lease of real property" are allowed "except to the extent" they exceed the cap. *See, e.g. In re Denali Fam. Servs.*, 506 B.R. 73, 83 (Bankr. D. Alaska 2014) (disallowing claims for utilities and future real estate commission in amounts in excess of the cap because they did not qualify as rent reserved under the *McSheridan* test).

24. Because section 502(b)(6) caps any claims resulting from termination of the lease, the determining issue is whether a claim results from the termination of the lease or exists independently from the lease termination. *See In re Filene's Basement, LLC*, 2015 WL 1806347, at *11 (Bankr. D. Del. Apr. 16, 2015). In that respect, the relevant inquiry is: "Assuming all other conditions remain constant, would the landlord have the same claim against the tenant if the tenant were to assume the lease rather than rejecting it?" *In re El Toro Materials Co., Inc.,* 504 F.3d 978, 981 (9th Cir. 20017). The answer in this case is "no." Absent rejection, the Debtors would be obligated to maintain the premises and to pay utilities. Only because the Debtors rejected the Leases do they absolve themselves of paying ongoing maintenance costs and utilities. The charges are therefore subject to the cap.

a. Utility Payments Should Be Disallowed in Excess of the Cap Amount

25. If the Debtor assumed the Leases, MN Theaters would have no claim for future utilities. As a result, under the *El Toro* test, future utilities are subject to the cap because they arise from the termination of the Leases. Because the amount of the utilities exceeds the capped amount, utilities included in the Claim should be disallowed in their entirety.

b. Repairs Should Be Disallowed in Excess of the Cap Amount

26. Even if MN Theaters could prove its repair costs (which is not the case here), the related damages fall outside the section 502(b)(6) cap. The repair costs are non-rent lease termination damages, which fall within the cap and are barred in full. section 502(b)(6) caps any claims resulting from termination of the lease, including repairs and clean-up costs. *See In re Filene's Basement, LLC*, 2015 WL 1806347, at *11; *In re Cortlandt Liquidating LLC*, 658 B.R. 137, 257 (Bankr. S.D.N.Y. 2023), *aff'd*, 658 B.R. 244 (S.D.N.Y. 2024). In *Cortlandt*, the parties' lease expressly stated that "*[u]pon* expiration *or other termination of this Lease*, Tenant shall quit and surrender to Landlord the Premises, vacant, broom clean, in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted," and the court therefore reasoned that the landlord "would not have a claim for Cleanup Costs if the lease had not been terminated." *Id.* Accordingly, "any claim for store Cleanup Costs *arose from the termination* of the Lease, and therefore, is indeed subject to the section 502(b)(6) cap." *Id.*

27. Claims fall outside the cap if they exist independently from the termination. In *El Toro***,** the debtor-tenants abandoned one million tons of mining waste on leased property. *El Toro,* 504 F.3d at 979. This fell outside of the section 502(b)(6) claims cap because the property dumping of mining waste created an independent tort-like claim not caused by the rejection of the lease, *id.*, whereas a failure to maintain or perform maintenance claim necessarily does.

28. Here, MN Theaters asserts that the Debtor "failed to 'timely and properly maintain, replace and repair . . . the Premises,' delivering both Premises to MN Theaters in a dilapidated condition." *See* Claim, Annex at 4. MN Theaters complains of a broken urinal and asphalt cracks in the parking lot. *See* Ex. F at 17 (photograph of urinal requiring repair to the valves) and Ex. F at 40 (listing repairs for asphalt cracks seals and sealcoats). A broken urinal and asphalt cracks in

the parking lot are a far cry from the million tons of mining waste in *El Toro* and fail to rise to the level of independent tortious conduct that falls outside of the section 502(b)(6) cap. In other words, if Debtors moved to assume the two Leases, MN would have no claim for these repairs because the Debtors would be performing them as part of their ongoing lease obligations.

29. Maintenance was the Tenant's responsibility under the Leases, which authorized the Landlord to make annual inspections to determine Tenant's compliance (see section 9). MN fails to explain how these repair items escaped MN's annual inspections and Cinemex's duty to maintain. However, the "Assessments" attached to the Claim result from an alleged inspection that MN Theaters conducted ***after*** Cinemex's rejection of the Leases. As MN Theaters notes in the Claim, the need for the repairs arose from the *delivered* condition of the Premises, which arose from the termination. Applying the *El Toro* test, the Tenant would have been responsible for the repairs had the Debtor assumed the Leases. And because the maintenance repairs sought arose from the termination, they are subject to the section 502(b)(6) cap. Therefore, the repairs claim results from the lease termination and therefore must be capped under section 502(b)(6) cap. Because MN'S repair assessments exceed the capped amount, the repair "assessments" included in the Claim should be disallowed in their entirety.

VI. RESERVATION OF RIGHTS

30. This Objection is limited to the grounds stated herein. Accordingly, it is without prejudice to the rights of the Debtors or any other party in interest to object to any claim on any grounds whatsoever, and the Debtors expressly reserve all further substantive or procedural objections they may have. The Debtors expressly reserve the right to amend, modify, or supplement this Objection and to file additional substantive or non-substantive objections to the Claims. Should one or more grounds of objection set forth in this Objection be overruled, the

Debtors reserve the right to object to the Claims on any other applicable ground. The Debtors also expressly reserve the right to raise further objections, including objections under section 502(d) of the Bankruptcy Code.

31. Nothing contained herein or any actions taken pursuant to such relief is intended or should be construed as (i) an admission as to the validity of any prepetition claim against a Debtor entity; (ii) a waiver of any party's right to dispute any prepetition claim on any grounds; (iii) a promise or requirement to pay any prepetition claim; (iv) an implication or admission that any particular claim is of a type specified or defined in this Objection or any order granting the relief requested by this Objection; (v) a request or authorization to assume any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

VII. NOTICE

32. The Debtors will provide notice of this Objection to: (i) the Office of the United States Trustee for the Southern District of Florida; (ii) the Subchapter V Trustee; (iii) MN Theaters; and (iv) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

VIII. CONCLUSION

WHEREFORE, the Debtors respectfully request entry of an Order substantially in the form attached hereto as **Exhibit A**, (i) granting the instant Objection; (ii) reducing the amount of Claim as required pursuant to section 502(b)(6), including by reflecting accurate tax and insurance costs; and (iii) granting any and further relief as the Court deems just and proper.

Respectfully submitted this 12th of September, 2025.

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UNITED STATES BANKRUPTCY COURT
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In re: CINEMEX HOLDINGS USA, INC., CMX CINEMAS, LLC, and CB THEATER EXPERIENCE LLC,[1] Debtors.	Chapter 11 (Subchapter V) Case No. 25-17559-LMI (Jointly Administered)

ORDER GRANTING DEBTORS' OBJECTION TO CLAIM NOS. 21 AND 23 OF MN THEATERS 2006 LLC

[1] The Debtors in these chapter 11 cases and the last four digits of each Debtors' federal tax identification number are as follows: (1) Cinemex Holdings USA, Inc. (5502); (2) CMX Cinemas, LLC (1938); and (3) CB Theater Experience LLC f/k/a Cobb Theater Experience LLC f/k/a Cinemex NC, LLC (0563). The address for the Debtors is 4300 Biscayne Blvd, Suite 203, Miami, FL 33137.

Upon the objection (the "Objection") of the Debtors to Claim Nos. 21 and 23 of MN Theaters 2006 LLC and request for entry of an order reducing the amount of the Claim[2] to accurately reflect the claim amount and as required pursuant to section 502(b)(6), as more fully set forth in the Objection; and the Court having found that the Debtors provided appropriate notice of the Objection and the opportunity for a hearing on the Objection under the circumstances; and the Court having reviewed the Objection and having heard statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Objection and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation,

IT IS HEREBY ORDERED THAT:

1. The Objection is sustained as set forth herein.

2. Any response to the Objection not otherwise withdrawn, resolved, or adjourned is hereby overruled on the merits.

3. The Claim is allowed in the amount of $2,922,017.42 and otherwise disallowed.

4. The Clerk of the Court is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Order.

5. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Objection.

6. The terms and conditions of this Order will be immediately effective and enforceable upon its entry.

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[2] Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Objection.

7. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

# # #

Submitted By:

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Copies to:

Attorney Patricia B. Tomasco, who shall serve a copy of this order on all interested parties and file a certificate of service reflecting same.