

**Fill in this information to identify the case:**

Debtor Cytera Technologies, Inc.

United States Bankruptcy Court for the: \_\_\_\_\_ District of New Jersey  
(State)

Case number 23-14853

**Official Form 410  
Proof of Claim**

**04/22**

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. <b>Who is the current creditor?</b>	<u>BRIGHTVIEW LANDSCAPE SERVICES INC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. <b>Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. <b>Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>BRIGHTVIEW LANDSCAPE SERVICES INC</u> <u>Breanne Erb</u> <u>590 ALDO AVE</u> <u>SANTA CLARA, CA 95054</u>	
	Contact phone _____	Contact phone _____
	Contact email <u>marc.pitts@brightview.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. <b>Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. <b>Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2733 \_\_\_\_

7. How much is the claim? \$ 12669.45. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services performed

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 08/01/2023  
MM / DD / YYYY

/s/Marc Pitts  
Signature

**Print the name of the person who is completing and signing this claim:**

Name Marc Pitts  
First name Middle name Last name

Title Corporate Counsel

Company BrightView Landscape Services, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877)-726-6510 | International 001-310-823-9000

<b>Debtor:</b> 23-14853 - Cyxtera Technologies, Inc.		
<b>District:</b> District of New Jersey, Newark Division		
<b>Creditor:</b> BRIGHTVIEW LANDSCAPE SERVICES INC Breanne Erb 590 ALDO AVE  SANTA CLARA, CA, 95054  <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> marc.pitts@brightview.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Services performed	<b>Last 4 Digits:</b> Yes - 2733	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 12669.45	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> No <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b>  <b>Annual Interest Rate:</b>  <b>Arrearage Amount:</b>  <b>Basis for Perfection:</b>  <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Marc Pitts on 01-Aug-2023 2:19:45 p.m. Eastern Time  <b>Title:</b> Corporate Counsel  <b>Company:</b> BrightView Landscape Services, Inc.		



# INVOICE

**Sold To:** 16752733  
Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

**Customer #:** 16752733  
**Invoice #:** 8443668  
**Invoice Date:** 5/26/2023  
**Sales Order:** 8096738  
**Cust PO #:** 6055828

**Project Name:** Mulch Refresh Project  
**Project Description:** Laying down fresh mulch for building 4650

Job Number	Description	Amount
310900265	Cyxtera Labor cost including loading and hauling the material Material cost for the mulch	8,651.45
<b>Total Invoice Amount</b>		8,651.45
<b>Taxable Amount</b>		
<b>Tax Amount</b>		
<b>Balance Due</b>		8,651.45

**Terms: Net 15 Days**

If you have any questions regarding this invoice, please call 408 453-5904

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account #: 16752733  
Invoice #: 8443668  
Invoice Date: 5/26/2023

**Amount Due: \$ 8,651.45**

*Thank you for allowing us to serve you*

Please reference the invoice # on your  
check and make payable to

Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

BrightView Landscape Services, Inc.  
P.O. Box 31001-2463  
Pasadena, CA 91110-2463

## Proposal for Extra Work at Cyxtera

Property Name	Cyxtera	Contact	Anthony Burton
Property Address	4650-4700 Old Ironsides Santa Clara, CA 95054	To	Cyxtera
		Billing Address	4650 Old Ironsides Dr Santa Clara, CA 95054
		Customer PO#	6055828
Project Name	Mulch Refresh Project		
Project Description	Laying down fresh mulch for building 4650		

### Scope of Work

QTY	UoM/Size	Material/Description
1.00	UNIT	Labor cost including loading and hauling the material
1.00	CUBIC YARD	Material cost for the mulch

For internal use only

**SO#** 8096738  
**JOB#** 310900265  
**Service Line** 130

**Total Price** \$8,651.45

**THIS IS NOT AN INVOICE**

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President  
530 Aldo Ave, Santa Clara, CA 95054 ph. (408) 453-5904 fax (408) 437-1817

## TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable.
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment:** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

**NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY**

### Customer

	<b>Property Manager</b>
Signature _____	Title _____
<b>Anthony Burton</b>	<b>May 25, 2023</b>
Printed Name _____	Date _____

### BrightView Landscape Services, Inc. "Contractor"

	<b>Account Manager</b>
Signature _____	Title _____
<b>Eric Elisea German</b>	<b>May 25, 2023</b>
Printed Name _____	Date _____

<b>Job #:</b>	310900265		
<b>SO #:</b>	8096738	<b>Proposed Price:</b>	<b>\$8,651.45</b>

<https://www.cyxtera.com>

# Purchase Order

Billing Address
Cyxtera Communications, LLC. 2333 Ponce De Leon Blvd #900,CORAL GABLES 33134,US Send all invoices as PDF to cyxtera@ipayables.com
Vendor Address
BRIGHTVIEW LANDSCAPE SERVICES INC ATTN JORGE NEGRETE 590 ALDO AVE SANTA CLARA CA 95054

Information
<b>Purchase Order No.</b> 6055828
<b>Date</b> 05/10/2023
<b>Vendor No.</b> 1011174
<b>Currency</b> USD
<b>Buyer</b> Lisbet Turino
<b>Phone</b> 305-537-9500
<b>Email</b> Lisbet.Turino@cyxtera.com
<b>Delivery Date</b> 05/15/2023

<b>Shipping Address:</b>	Cyxtera Communications SFO2, POD B 4650 Old Ironsides Drive SANTA CLARA CA 95054
<b>Terms of payment:</b>	within 45 days Due net
Vendor Reference: REV Mulch Refresh Project	

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
1	SFO2B Landscaping cypress brown mulch	1.00	EA	5,501.45 / EA	5,501.45
	Gross Price	5,501.45	USD	1 1.000	5,501.45
2	SFO2B Landscaping load and haul mulch	1.00	EA	3,150.00 / EA	3,150.00
	Gross Price	3,150.00	USD	1 1.000	3,150.00
<b>Total net value excl. tax</b>					<b>8,651.45 USD</b>

This Purchase Order is governed by Cyxtera's Procurement Terms and Conditions found here: <https://www.cyxtera.com/doing-business-with-cyxtera>; provided, however, if the parties have executed an agreement with respect to the services set forth above ("Agreement"), such Agreement shall govern.





# INVOICE

Cyxtera  
4700 Old Ironsides Dr  
Santa Clara CA 95054

**Customer #:** 22257659  
**Invoice #:** 8428734  
**Invoice Date:** 6/1/2023  
**Cust PO #:** 6051968

Job Number	Description	Amount
310900265	Cyxtera Landscape Maintenance For June 4700 Old Ironsides	1,005.00
<b>Total invoice amount</b>		<b>1,005.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>1,005.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 408-453-5904

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account#: 22257659  
Invoice #: 8428734  
Invoice Date: 6/1/2023

<b>Amount Due:</b> \$1,005.00
-------------------------------

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Cyxtera  
4700 Old Ironsides Dr  
Santa Clara CA 95054

BrightView Landscape Services, Inc.  
P.O. Box 31001-2463  
Pasadena, CA 91110-2463



# INVOICE

Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

**Customer #:** 16752733  
**Invoice #:** 8428733  
**Invoice Date:** 6/1/2023  
**Cust PO #:** 6052177

Job Number	Description	Amount
310900265	Cyxtera Landscape Maintenance For June 4650 Old Ironsides	1,004.00
<b>Total invoice amount</b>		<b>1,004.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>1,004.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 408-453-5904

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account#: 16752733  
Invoice #: 8428733  
Invoice Date: 6/1/2023

<b>Amount Due:</b> \$1,004.00
-------------------------------

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

BrightView Landscape Services, Inc.  
P.O. Box 31001-2463  
Pasadena, CA 91110-2463



# INVOICE

Cyxtera  
4700 Old Ironsides Dr  
Santa Clara CA 95054

**Customer #:** 22257659  
**Invoice #:** 8384495  
**Invoice Date:** 5/1/2023  
**Cust PO #:** 6051968

Job Number	Description	Amount
310900265	Cyxtera Landscape Maintenance For May 4700 Old Ironsides	1,005.00
<b>Total invoice amount</b>		<b>1,005.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>1,005.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 408-453-5904

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account#: 22257659  
Invoice #: 8384495  
Invoice Date: 5/1/2023

<b>Amount Due:</b> \$1,005.00
-------------------------------

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Cyxtera  
4700 Old Ironsides Dr  
Santa Clara CA 95054

BrightView Landscape Services, Inc.  
P.O. Box 31001-2463  
Pasadena, CA 91110-2463



# INVOICE

Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

**Customer #:** 16752733  
**Invoice #:** 8384494  
**Invoice Date:** 5/1/2023  
**Cust PO #:** 6052177

Job Number	Description	Amount
310900265	Cyxtera Landscape Maintenance For May 4650 Old Ironsides	1,004.00
<b>Total invoice amount</b>		<b>1,004.00</b>
<b>Tax amount</b>		
<b>Balance due</b>		<b>1,004.00</b>

Terms: Net 15 Days

If you have any questions regarding this invoice, please call 408-453-5904

*Please detach stub and remit with your payment*

## Payment Stub

Customer Account#: 16752733  
Invoice #: 8384494  
Invoice Date: 5/1/2023

<b>Amount Due:</b> \$1,004.00
-------------------------------

*Thank you for allowing us to serve you*

Please reference the invoice # on your check  
and make payable to:

Cyxtera  
4650 Old Ironsides Dr  
Santa Clara CA 95054

BrightView Landscape Services, Inc.  
P.O. Box 31001-2463  
Pasadena, CA 91110-2463