

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: Chapter 11
PGX HOLDINGS, INC., et al.,1 Case No. 23-10718 (CTG)
Debtors. (Joint Administration Requested)

MOTION OF DEBTORS FOR ENTRY OF INTERIM
AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS
TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE
ENTERED INTO PREPETITION AND PAY RELATED PREPETITION
OBLIGATIONS, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE AND SURETY COVERAGE, AND (II) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state
as follows in support of this motion:2

Relief Requested

1. The Debtors seek entry of interim and final orders, substantially in the forms
attached hereto as Exhibit A and Exhibit B (respectively, the "Interim Order" and the "Final
Order") (a) authorizing, but not directing, the Debtors to (i) maintain coverage under the Insurance
Policies and the Surety Bonds (each as defined herein) and pay any related obligations and

1 The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification
number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580);
Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213);
eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion
Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and
Progrexion Teleservices, Inc. (5110). The location of the Debtors' service address for purposes of these
chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

2 A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the
Debtors' chapter 11 cases, is set forth in the Declaration of Chad Wallace, Chief Executive Officer of PGX
Holdings, Inc., in Support of Chapter 11 Filing and First Day Motions (the "First Day Declaration"), filed
contemporaneously herewith on June 4, 2023 (the "Petition Date") and incorporated by reference herein.
Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day
Declaration.



(ii) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course of business, and (b) granting related relief. In addition, the Debtors request that the Court schedule a final hearing approximately 21 days from the Petition Date.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

4. The statutory bases for the relief requested herein are sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), rules 2002, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1 and 9013-1.

Background

5. The Debtors are one of the nation’s leading credit repair service providers, helping customers repair their credit and achieve their credit goals. Setting the industry standard for transparency, cutting edge technology-enabled solutions, and quality customer service, the Debtors help consumers access and understand the information contained in their credit reports, ensure that the information contained in those reports is fair, accurate, and complete, and address

other factors that may negatively impact their credit scores. The Debtors are headquartered in Salt Lake City, Utah and have employees in nine other states. Debtor PGX Holdings, Inc. and Debtor John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm (“Lexington Law”) generated approximately \$388 million in combined revenue in 2022. As of the Petition Date, the Debtors have approximately \$423 million in funded-debt obligations.

6. As set forth in greater detail in the First Day Declaration, certain Debtors are currently involved in litigation with the Consumer Financial Protection Bureau (the “CFPB”) before the United States District Court for the District of Utah (the “District Court”). In such litigation, on five separate counts, the CFPB alleged that the defendant Debtors committed certain violations of federal consumer protection law through operation of their consumer assistance and credit repair business. On March 10, 2023, the District Court granted partial summary judgment against these Debtors on the first count in the litigation, finding that the billing practices were in violation of 16 C.F.R. § 310.4(a)(2), the Telemarketing Sales Rule (the “TSR”). In connection with the first count, the CFPB demanded nearly \$3 billion in restitution or refunds and other monetary relief, along with certain injunctive relief.

7. In response to the District Court’s ruling on the TSR count, and a subsequent denial of a stay of the ruling, the Debtors immediately stopped certain telemarketing activities, closed many of their call centers, and began evaluating the impact of the ruling on the future of their business, a process that remains ongoing. Following the Debtors’ reduction of business operations, the Debtors’ revenues also declined. Upon further review, the Debtors determined that their liquidity would continue to be severely constrained and their debt obligations are now unsustainable in light of their smaller operational footprint and decreased revenues going forward. The Debtors have commenced these chapter 11 cases to fully and fairly resolve their liabilities,

with the aim of preserving value for stakeholders and maintaining the ability to deliver best-in-class crucial credit repair services to customers.

8. On the Petition Date, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this motion, the Debtors filed a motion requesting procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No request for the appointment of a trustee or examiner has been made in these chapter 11 cases, and no official committees have been appointed or designated.

The Insurance Policies, the Surety Bonds, and Related Payment Obligations

9. In the ordinary course of business, the Debtors maintain approximately twenty-nine insurance policies listed on **Exhibit C** attached hereto (collectively, the “Insurance Policies”)³ that are administered by various third-party insurance carriers (collectively, the “Insurance Carriers”), as well as sixty-nine surety bonds listed on **Exhibit D** attached hereto (collectively, the “Surety Bonds”) issued by Capital Indemnity Corporation (collectively, the “Sureties”). The Insurance Policies provide the Debtors and non-Debtor entities⁴ coverage for, among other things, the

³ The descriptions of the Insurance Policies set forth in this motion constitute a summary only. The actual terms of the Insurance Policies and related agreements will govern in the event of any inconsistency with the descriptions in this motion. Although **Exhibit C** is intended to be comprehensive, the Debtors may have inadvertently omitted Insurance Policies from **Exhibit C**. The Debtors request authority, but not direction, to honor existing Insurance Policies and renew Insurance Policies, as applicable, regardless of whether the Debtors inadvertently failed to include a particular Insurance Policy on **Exhibit C**, and any such omitted Insurance Policy is hereby included in the defined term “Insurance Policies” as used herein and in the Interim Order and Final Order.

⁴ In some instances, the Debtors are insured under an insurance policy that also provides coverage to a certain non-Debtor too. For example, certain Insurance Policies related to director and officer liability also provide coverage to non-Debtor PGX TopCo, LLC. Intercompany transactions are described, and relief is requested, in the *Motion of Debtors for Entry of an Order (I) Authorizing the Debtors to (A) Continue to Operate the Cash Management System (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business*

Debtors' property, general liability, employee benefits liability, earthquake, flood, automobile liability, technology errors & omission, cyber liability, workers' compensation,⁵ umbrella coverage, crime, kidnap & ransom, business travel accident, and directors' and officers' liability. The Surety Bonds are issued in favor of various federal, state, and industry regulatory agencies to guarantee certain obligations related to various state licenses and permits. The Debtors are required to maintain the Surety Bonds under certain state law in order to lawfully conduct their business and operations in the applicable jurisdictions. As such, failing to provide, maintain, or timely replace the Surety Bonds may prevent the Debtors from lawfully continuing to conduct their business in the applicable state.

10. The Insurance Policies and the Surety Bonds are essential to the ongoing operation of the Debtors' business. The Insurance Policies generally are one year in length, with no affirmative obligation to renew upon expiration. The total annual premiums for the Insurance Policies were approximately \$1.5 million in the aggregate for the 2022-23 term, not including applicable deductibles or self-insured retentions.⁶ The total annual premiums for the Surety Bonds

Forms, (D) Continue to Perform Intercompany Transactions, and (II) Granting Related Relief (the "Cash Management Motion"), filed contemporaneously herewith.

⁵ For the avoidance of doubt, the Debtors' workers' compensation policies are reflected on Exhibit C and throughout this motion to the extent the relief requested in the *Motion of Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors To (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the "Wages Motion")*, filed contemporaneously herewith, is not coextensive with the relief sought herein. This motion asks the Court to authorize, but not direct, the Debtors' payment of any prepetition obligations on account of the related Insurance Policies.

⁶ Some of the Insurance Policies require the Debtors to pay a per-incident deductible (collectively, "Deductibles"). Generally, if a claim is made against such Insurance Policies, the applicable Insurance Carrier will administer the claim and make payments in connection therewith in accordance with the terms of such policy, and the Insurance Carrier will have a claim against the Debtors in the amount of the applicable Deductible. Alternatively, certain of the Insurance Policies use self-insured retentions on a per-claim basis (collectively, the "SIRs") instead of Deductibles. If a claim is made under such Insurance Policies, the Debtors must make payments in the first instance (whether related to defense costs or on account of the underlying liability) up to the amount of the SIR and, once the Debtors have made payments to satisfy such amount, the carrier becomes obligated to cover remaining costs in accordance with the terms of such policy. Out of an abundance of caution, the Debtors seek

are approximately \$67,950 in the aggregate. The premiums for the Insurance Policies are paid in a single lump sum shortly after the Insurance Policy inception date. The premiums associated with the Debtors' workers' compensation policy are subject to adjustments at the end of the term. The Debtors estimate that, as of the Petition Date, there are no outstanding premiums due on account of the Insurance Policies (other than, potentially, on account of the workers' compensation policy).⁷ Nevertheless, out of an abundance of caution, the Debtors seek authority, but not direction, to pay any prepetition obligations owing on account of the Insurance Policies and the Surety Bonds in the ordinary course of business as they become due to ensure uninterrupted coverage thereunder.

11. The Debtors' ability to maintain the Insurance Policies and the Surety Bonds, to renew, supplement, and modify the same as needed, and to enter into new insurance policies and surety bonds as needed in the ordinary course of business, is essential to preserving the value of the Debtors' estates. Moreover, in many instances, insurance or surety coverage is required by statutes, rules, regulations, and contracts that govern the Debtors' commercial activities, including the requirements of the United States Trustee for the District of Delaware (the "U.S. Trustee") that a debtor maintain adequate coverage given the circumstances of its chapter 11 case. Accordingly, the Debtors seek authorization, but not direction, to maintain the Insurance Policies and the Surety Bonds, to pay related prepetition obligations, to renew, supplement, or modify the Insurance

authority, but not direction, to pay all prepetition amounts that may be due and owing on account of the Deductibles and to continue honoring all payment obligations under the Deductibles in the ordinary course of business to ensure uninterrupted coverage thereunder.

⁷ In light of the Debtors recently reducing their employee headcount, as further described in the First Day Declaration, the Debtors anticipate that the annual true-up of the workers' compensation policy premium will result in a refund of a portion of the annual premium.

Policies and the Surety Bonds as needed, and to enter into new insurance policies and surety bonds in the ordinary course of business.

The Debtors' Insurance and Surety Brokers

12. The Debtors obtain most of their Insurance Policies and Surety Bonds through Diversified Insurance Inc. (the "Broker").⁸ The Broker, among other things: (a) assists the Debtors in obtaining comprehensive insurance and surety coverage for their operations in a cost-effective manner; (b) manages renewal data; and (c) provides ongoing support throughout the applicable policy periods for the Insurance Policies and the Surety Bonds. In exchange for these services, the Debtors pay broker commissions and brokerage fees (collectively, the "Broker Fees"), usually at the same time the Debtors pay their premiums.

13. As of the Petition Date, the Debtors do not believe that they owe any amounts to the Broker on account of Broker Fees. Out of an abundance of caution, however, the Debtors seek authority, but not direction, to pay any prepetition obligations owed to the Broker and to continue to pay the Broker for services rendered in the ordinary course of business to ensure uninterrupted coverage under their Insurance Policies and Surety Bonds.

Basis for Relief

14. The relief requested herein is essential to the Debtors' continuation of ordinary-course operations and, as such, is warranted under sections 105(a) and 363 of the Bankruptcy Code. Courts have recognized that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. *See, e.g., In re Just for Feet, Inc.*, 242 B.R. 821, 825–26

⁸ For the avoidance of doubt, Diversified Insurance, an IMA, Inc. Company, is the broker for the Debtors' workers' compensation policy, for which relief is requested in the Wages Motion.

(D. Del. 1999); *see also In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175–76 (Bankr. S.D.N.Y. 1989); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, 29 B.R. 391, 398 (S.D.N.Y. 1983). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims.

15. Section 363(b) of the Bankruptcy Code permits a bankruptcy court, after notice and a hearing, to authorize a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). “In determining whether to authorize the use, sale or lease of property of the estate under this section, courts require the debtor to show that a sound business purpose justifies such actions.” *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999) (collecting cases); *see also Armstrong World*, 29 B.R. at 397 (relying on section 363 to allow contractor to pay prepetition claims of suppliers who were potential lien claimants because the payments were necessary for general contractors to release funds owed to debtors); *Ionosphere Clubs*, 98 B.R. at 175 (finding that a sound business justification existed to justify payment of certain prepetition wages); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987) (requiring the debtor to show a “good business reason” for a proposed transaction under section 363(b)).

16. Courts also authorize payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code, which codifies a bankruptcy court’s inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Under section 105(a) of the Bankruptcy Code, courts may authorize pre-plan payments of prepetition obligations when essential to the continued

operation of a debtor's business. *See Just for Feet*, 242 B.R. at 825–26 (“The Supreme Court, the Third Circuit and the District of Delaware all recognize the court’s power to authorize payment of pre-petition claims when such payment is necessary for the debtor’s survival during chapter 11.”). Specifically, a court may use its power under section 105(a) of the Bankruptcy Code to authorize payment of prepetition obligations pursuant to the “necessity of payment” rule (also referred to as the “doctrine of necessity”). *See, e.g., Ionosphere Clubs*, 98 B.R. at 176; *In re Lehigh & New England Ry Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (stating that courts may authorize payment of prepetition claims when there “is the possibility that the creditor will employ an immediate economic sanction, failing such payment”); *see also In re Columbia Gas Sys., Inc.*, 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (noting that, in the Third Circuit, debtors may pay prepetition claims that are essential to the continued operation of the business). A bankruptcy court’s use of its equitable powers to “authorize the payment of prepetition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” *Ionosphere Clubs*, 98 B.R. at 175-76 (citing *Miltenberger v. Logansport, C. & S.W. Ry. Co.*, 106 U.S. 286 (1882)). Indeed, at least one court has recognized that there are instances when a debtor’s fiduciary duty can “only be fulfilled by the preplan satisfaction of a prepetition claim.” *See CoServ*, 273 B.R. at 497.

17. The relief requested herein is necessary to allow the Debtors to maintain appropriate insurance and surety coverage to maximize the value of their estates during these chapter 11 cases. Section 1112(b) of the Bankruptcy Code provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). In addition, failure to maintain appropriate insurance coverage could, among other things, expose the Debtors to significant economic risk and also violate applicable legal requirements (including the

U.S. Trustee’s Operating Guidelines for Chapter 11 Cases). Given this backdrop, the Debtors believe it is essential to their estates, and consistent with the Bankruptcy Code and the U.S. Trustee Operating Guidelines, that they maintain and continue to make all payments required under their Insurance Policies and Surety Bonds and have the authority to renew, supplement, modify, purchase, or replace their Insurance Policies and Surety Bonds as needed without further order of the Court.

18. Courts in this district have granted relief similar to the relief requested herein under sections 105(a) and 363(b) of the Bankruptcy Code. *See, e.g., In re Lannett Co., Inc.*, No. 23-10559 (KJS) (Bankr. D. Del. May 5, 2023) (authorizing debtors on an interim basis to continue their current insurance policies, pay related prepetition obligations, renew, supplement, modify, or purchase insurance and surety coverage); *In re SiO2 Med. Prods., Inc.*, No. 23-10366 (JTD) (Bankr. D. Del. Apr. 24, 2023) (authorizing debtors on a final basis to continue their current insurance policies, pay prepetition premiums, renew, supplement, modify, or purchase insurance coverage); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Sept. 22, 2022) (same); *In re Ector Cty. Energy Ctr. LLC*, No. 22-10320 (JTD) (Bankr. D. Del. May 26, 2022) (same); *In re EYP Grp. Holdings, Inc.*, No. 22-10367 (MFW) (Bankr. D. Del. May. 23, 2022) (same); *In re Riverbed Tech., Inc.*, No. 21-11503 (CTG) (Bankr. D. Del. Nov. 18, 2021) (same); *In re Alex and Ani, LLC*, No. 21-10918 (CTG) (Bankr. D. Del. Jul. 14, 2021) (same).⁹

Processing of Checks and Electronic Fund Transfers Should Be Authorized

19. The Debtors have sufficient funds to pay the amounts described in this motion in the ordinary course of business by virtue of access to cash on hand and anticipated access to cash

⁹ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this motion. Copies of these orders are available upon request of the Debtors’ proposed counsel.

collateral and debtor-in-possession financing. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to any authorized payment in respect of the relief requested herein. Accordingly, the Debtors do not believe that checks or wire transfer requests, other than those relating to authorized payments, will be inadvertently honored. Therefore, the Debtors request authority, but not direction, to authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this motion.

The Requirements of Bankruptcy Rule 6003(b) Are Satisfied

20. Bankruptcy Rule 6003 empowers a court to grant certain relief within the first twenty-one days after the petition date only "to the extent that relief is necessary to avoid immediate and irreparable harm." For the reasons discussed above, the Debtors believe an immediate and orderly transition into chapter 11 is critical, and the failure to receive the requested relief during the first twenty-one days of these chapter 11 cases could impact the Debtors' operations at this important juncture. The requested relief is necessary for the Debtors to operate their businesses in the ordinary course, preserve the ongoing value of their operations, and maximize value of their estates for the benefit of all stakeholders. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm," as contemplated by Bankruptcy Rule 6003, and the Court should grant the requested relief.

Reservation of Rights

21. Nothing contained in this motion or any order granting the relief requested in this motion, and no action taken by the Debtors pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, priority, or validity of any claim

against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's rights to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this motion or any order granting the relief requested by this motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity, priority, or amount of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

22. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

Notice

23. The Debtors will provide notice of this motion to: (a) the United States Trustee; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) the office of the attorney general for each of the states in which the Debtors operate; (d) the United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Securities and Exchange Commission; (g) the United States Department of

Justice; (h) the DIP Agent and counsel thereto; (i) First Lien Credit Agreement Agent and counsel thereto; (j) the Second Lien Credit Agreement Agent and counsel thereto; (k) the Insurance Carriers; (l) the Sureties; (m) the Broker, and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002 (the “Notice Parties”). As this motion is seeking “first day” relief, within two business days of the hearing on this motion, the Debtors will serve copies of this motion and any order entered in respect to this motion as required by Local Rule 9013-1(m). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

24. No prior request for the relief sought in this motion has been made to this or any other court.

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WHEREFORE, the Debtors request entry of the Interim Order and Final Order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, (a) granting the relief requested herein and (b) granting such other relief as the Court deems appropriate under the circumstances.

Dated: June 5, 2023
Wilmington, Delaware

/s/ Domenic E. Pacitti

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*Proposed Co-Counsel to the Debtors and Debtors in
Possession*

Exhibit A

Proposed Interim Order

venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2023, at __: __ .m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2023 and shall be served on: (a) the Debtors, 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111, Attn.: Eric Kamerath; (b) proposed counsel to the Debtors (i) Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com), (ii) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois, 60654, Attn.: Spencer Winters (spencer.winters@kirkland.com), Whitney C. Fogelberg (whitney.fogelberg@kirkland.com), and Alison J. Wirtz (alison.wirtz@kirkland.com), (iii) Klehr Harrison Harvey Branzburg LLP, 919 North Market Street, Suite 1000, Wilmington, Delaware 19801, Attn.: Domenic E. Pacitti (dpacitti@klehr.com) and Michael W. Yurkewicz (myurkewicz@klehr.com), and (iv) Klehr Harrison Harvey Branzburg LLP, 1835 Market Street,

Suite 1400, Philadelphia, Pennsylvania 19103, Attn.: Morton R. Branzburg (mbranzburg@klehr.com); (c) the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn.: Jane Leamy (jane.m.leafy@usdoj.gov); and (d) any statutory committee appointed in these chapter 11 cases.

3. The Debtors shall serve a copy of the Motion and this Interim Order on each Insurance Carrier and the Surety listed in Exhibit C and Exhibit D attached to the Motion within two business days after entry of this Interim Order.

4. The Debtors are authorized, but not directed, to: (a) continue and maintain the Insurance Policies³ and the Surety Bonds and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business, including any amounts or obligations that may be owed to the Broker; *provided* that no such amounts are authorized by this Interim Order, pending entry of the Final Order; and (b) renew, amend, supplement, extend, or purchase insurance policies and surety bonds, in each case, to the extent that the Debtors determine that such action is in the best interest of their estates.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

³ For the avoidance of doubt, the term Insurance Policies shall include all insurance policies issued or providing coverage at any time to the Debtors or their predecessors and any agreements related thereto, whether or not listed on Exhibit C attached to the Motion.

6. Nothing contained in the Motion or this Interim Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Interim Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Interim Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

8. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, hereunder, shall be subject to the "Approved Budget" as defined in the order of the Court approving debtor-in-possession financing in these chapter 11 cases.

9. The Debtors have demonstrated that the requested relief is "necessary to avoid immediate and irreparable harm" as contemplated by Bankruptcy Rule 6003.

10. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due prior to the date of the Final Hearing.

11. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

13. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
PGX HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 23-10718 (CTG)
)	
Debtors.)	(Joint Administration Requested)
)	Re: Docket No. ___

**FINAL ORDER (I) AUTHORIZING THE DEBTORS
TO (A) MAINTAIN INSURANCE AND SURETY COVERAGE
ENTERED INTO PREPETITION AND PAY RELATED PREPETITION
OBLIGATIONS, AND (B) RENEW, SUPPLEMENT, MODIFY, OR PURCHASE
INSURANCE AND SURETY COVERAGE, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Final Order”), (a) authorizing, but not directing, the Debtors to (i) maintain coverage under the Insurance Policies and the Surety Bonds and pay related obligations and (ii) renew, supplement, modify, or purchase insurance and surety coverage in the ordinary course and (b) granting related relief; all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PGX Holdings, Inc. (2510); Credit Repair UK, Inc. (4798); Credit.com, Inc. (1580); Creditrepair.com Holdings, Inc. (7536); Creditrepair.com, Inc. (7680); eFolks Holdings, Inc. (5213); eFolks, LLC (5256); John C. Heath, Attorney At Law PC (8362); Progrexion ASG, Inc. (5153); Progrexion Holdings, Inc. (7123); Progrexion IP, Inc. (5179); Progrexion Marketing, Inc. (5073); and Progrexion Teleservices, Inc. (5110). The location of the Debtors’ service address for purposes of these chapter 11 cases is: 257 East 200 South, Suite 1200, Salt Lake City, Utah 84111.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establishes just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors shall serve a copy of the Motion and this Final Order on each Insurance Carrier and Surety listed in Exhibit C and Exhibit D attached to the Motion within two (2) business days after entry of this Final Order.
3. The Debtors are authorized, but not directed, to: (a) continue and maintain the Insurance Policies³ and the Surety Bonds and pay any related prepetition or postpetition amounts or obligations in the ordinary course of business, including any amounts or obligations that may be owed to the Broker; and (b) renew, amend, supplement, extend, or purchase Insurance Policies and Surety Bonds, in each case, to the extent that the Debtors determine that such action is in the best interest of their estates.
4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized

³ For the avoidance of doubt, the term Insurance Policies shall include all insurance policies issued or providing coverage at any time to the Debtors or their predecessors and any agreements related thereto, whether or not listed on Exhibit C attached to the Motion.

to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

5. Nothing contained in the Motion or this Final Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Final Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Final Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

6. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

7. Notwithstanding anything to the contrary in this Final Order, any payment made, or authorization contained, hereunder, shall be subject to the “Approved Budget” as defined in the order of the Court approving debtor-in-possession financing in these chapter 11 cases.

8. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

10. The Debtors are authorized, but not directed, to take all actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

Exhibit C**Insurance Policies**

Legal Entity	Insurance Carrier	Policy Type	Policy Number	Policy Term	Approximate Annual Premium
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Property (package policy)	711-01-76-18-0001	Annual	\$22,175.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Earthquake (package policy)	711-01-76-18-0001	Annual	\$6,232.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Flood (package policy)	711-01-76-18-0001	Annual	\$3,054.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	General liability (package policy)	711-01-76-18-0001	Annual	\$7,167.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	International (package policy)	711-01-76-18-0001	Annual	\$2,035.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Automobile (package policy)	711-01-76-18-0001	Annual	\$12,975.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Umbrella / excess liability (package policy)	711-01-76-18-0001	Annual	\$10,608.00
PGX Holdings, Inc.	Atlantic Specialty Insurance Company	Workers' compensation	406-04-80-51-0001	Annual	\$102,844.00
PGX Holdings, Inc.	AIG Specialty Insurance Company	Technology errors & omissions / cyber liability - claims made	01-464-70-57	Annual	\$137,049.75
PGX Holdings, Inc.	Starr Surplus Lines Insurance Company	Excess technology errors & omissions / cyber liability - claims made	1.00063E+12	Annual	\$123,344.36
PGX Holdings, Inc.	(RSUI) Landmark American Insurance Company	Excess technology errors & omissions / cyber liability - claims made	LQS346936	Annual	\$123,344.36
PGX Holdings, Inc.	AXIS Insurance Company	Crime	P-001-000442302-03	Annual	\$28,036.00
PGX Holdings, Inc.	Hiscox Insurance Company, Inc.	Kidnap & ransom	UKA3017567.22	Annual	\$1,254.00
PGX Holdings, Inc.	(Chubb) Federal Insurance Company	Business travel accident	9907-97-48	Annual	\$1,250.00

Legal Entity	Insurance Carrier	Policy Type	Policy Number	Policy Term	Approximate Annual Premium
PGX Topco, LLC	(Sompo) Endurance Assurance Corporation	Directors & officers liability / employment practices liability / fiduciary - claims made	MAP30030124900	Annual	\$71,239.00
PGX Topco, LLC	(Applied) Texas Insurance Company	Excess director & officers liability claims made	BFLXDOTUT01200_021149-01	Annual	\$55,765.62
PGX Topco, LLC	(Chubb) Westchester Fire Insurance Company	Excess director & officers liability claims made	G47382245 001	Annual	\$36,058.00
PGX Topco, LLC	(Argo) Peleus Insurance	Excess director & officers liability claims made	CDX4260968-0	Annual	\$26,107.50
PGX Topco, LLC	(Orion) Obsidian Specialty Insurance Company	Excess director & officers liability claims made	OSIC-580-DOX-1-2022-0	Annual	\$23,496.75
PGX Topco, LLC	(RSUI) Landmark American Insurance Company	Excess director & officers liability claims made	LHS703466	Annual	\$ 20,886.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(CNA) Valley Forge Insurance Company	Package policy (property, general liability, etc.)	7015303098	Annual	\$18,429.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(CNA) Valley Forge Insurance Company	Hired & non-owned auto	7015299036	Annual	\$4,377.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(CNA) Valley Forge Insurance Company	Umbrella / excess liability	7015301996	Annual	\$10,290.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(CNA) Valley Forge Insurance Company	Workers' compensation / employer's liability	7015301772	Annual	\$35,875.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	AIG Specialty Insurance Company	Cyber liability (primary) - claims made	01-458-86-19	Annual	\$34,239.47
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(Ambridge) Lloyds of London	Excess cyber liability	ACX1041422	Annual	\$27,914.14
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	Travelers Casualty & Surety Company of America	Fiduciary liability - claims-made / crime	105904171	Annual	\$12,900.00

Legal Entity	Insurance Carrier	Policy Type	Policy Number	Policy Term	Approximate Annual Premium
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	AIG (National Union Fire Insurance Company of Pittsburgh, Pa.)	Directors & officers liability - claims made	16028172	Annual	\$96,650.00
John C. Heath, Attorney At Law PC d/b/a Lexington Law Firm	(Berkley) Admiral Insurance Company	Lawyers' professional liability - claims made	PLP-1969732-P2	Annual	\$476,149.63

Exhibit D**Surety Bonds¹**

Principal	Bond No.	Obligee	Nature of Bond	Expiration Date	Bond Amount
Creditrepair.com, Inc.	CIC1916606	State of Arkansas Office of the Attorney General	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916637	State of Arizona Department of Financial Institutions	Credit Services Organization	6/28/2023	\$25,000
Creditrepair.com, Inc.	CIC1916591	State of California Secretary of State Special Filings/Business Program Division	Credit Services Organization	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916670	Colorado Attorney General Debt Management Services Ralph L Carr Colorado Judicial Center	Debt Management	9/9/2023	\$50,000
Creditrepair.com, Inc.	CIC1916605	District of Columbia	Credit Services Organization	6/28/2023	\$25,000
Creditrepair.com, Inc.	CIC1916638	State of Delaware	Credit Services Organization	6/28/2023	\$15,000
Creditrepair.com, Inc.	CIC1916639	Florida Office of Financial Regulation	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916592	Iowa Secretary of State	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916603 (NMLS)	State of Idaho Department of Finance Consumer Finance Bureau	Idaho Collection Agency License	6/28/2023	\$15,000
Creditrepair.com, Inc.	CIC1916607	People of The State of Illinois - Secretary of State Index Department	Credit Services Organization	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916604	State of Indiana - Consumer Protection Division Office of Attorney General	Credit Services Organization	6/28/2023	\$25,000
Creditrepair.com, Inc.	CIC1916593	State of Louisiana Office of Attorney General Consumer Protection Section	Credit Repair Services	2/28/2024	\$100,000
Creditrepair.com, Inc.	CIC1916608	Commonwealth of Massachusetts Secretary of State	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916671	State of Maine Bureau of Consumer Credit Protection	Loan Broker	9/9/2023	\$25,000

¹ Unless otherwise marked herein, with respect to all Surety Bonds, Capital Indemnity Corporation is the Surety.

Principal	Bond No.	Obligee	Nature of Bond	Expiration Date	Bond Amount
Creditrepair.com, Inc.	CIC1916609 (NMLS)	State of Minnesota Department of Commerce	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916610	State of Missouri Commissioner of Finance	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916640	North Carolina Department of Insurance at ASD	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916641	Nebraska Secretary of State Licensing Division	Credit Services Organization	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916642	State of New Hampshire Secretary of State	Credit Services Organization	6/28/2023	\$25,000
Creditrepair.com, Inc.	CIC1916611	Division of Mortgage Lending Department of Business & Industry	Credit Services Organization	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916669 (NMLS)	Ohio Division of Financial Institutions	Credit Services Organization	9/9/2023	\$50,000
Creditrepair.com, Inc.	CIC1916594	Oklahoma Department of Consumer Credit	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916595	Commonwealth of Pennsylvania - Department of State Bureau of Charitable Organizations	Credit Services Organization	6/28/2023	\$25,000
Creditrepair.com, Inc.	CIC1916596	State of Tennessee Department of Commerce & Insurance	Credit Services Business	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916598	Texas Secretary of State Registrations Unit	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916597	Texas Secretary of State Registrations Unit	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916612	Utah Department of Consumer Protection	Credit Services Organization	2/13/2024	\$100,000
Creditrepair.com, Inc.	CIC1916613	Utah Department of Consumer Protection	Telemarketer/ Telephone Soliciting	2/13/2024	\$50,000
Creditrepair.com, Inc.	CIC1916599	Virginia Department of Agriculture & Consumer Services Office of Charitable & Regulatory Programs	Credit Services Business	6/28/2023	\$50,000
Creditrepair.com, Inc.	CIC1916643	State of Washington	Credit Services Organization	6/28/2023	\$10,000
Creditrepair.com, Inc.	CIC1916672	State of Wisconsin Department of Financial Institutions Bureau of Consumer Affairs	Credit Services Organization	9/9/2023	\$25,000
Creditrepair.com, Inc.	CIC1916600	State of West Virginia Secretary of State	Credit Services Organization	6/28/2023	\$15,000

Principal	Bond No.	Obligee	Nature of Bond	Expiration Date	Bond Amount
Creditrepair.com, Inc.	CIC1916601	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916614	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
Creditrepair.com, Inc.	CIC1916657	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketing Registration Corporate Surety Bond	6/28/2023	\$100,000
eFolks, LLC	CIC1916616	Delaware Department of Justice Fraud & Consumer Protection Division	Telemarketing Company Surety Bond	6/28/2023	\$50,000
eFolks, LLC	CIC1916629	State of Ohio Office of the Attorney General	Telephone Solicitor Bond	6/28/2023	\$50,000
eFolks, LLC	CIC1916621	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
eFolks, LLC	CIC1916658	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
eFolks, LLC	CIC1916659	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
eFolks, LLC	CIC1916660	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
eFolks, LLC	CIC1916661	State of West Virginia Department of Revenue Office of Telemarketing Registration	Telemarketer	6/28/2023	\$100,000
John C. Heath, Attorney At Law PC	CIC1916644	State of California Secretary of State Special Filings/Business Program Division	Credit Services Organization	6/28/2023	\$100,000
John C. Heath, Attorney At Law PC	CIC1916645	Iowa Secretary of State	Credit Services Organization Bond	6/28/2023	\$10,000
John C. Heath, Attorney At Law PC	CIC1916646	State of Indiana Office of Indiana Attorney General - Consumer Protection Division	Foreclosure Consultant/Credit Services Organization Bond	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916647	State of Louisiana Office of Attorney	Credit Repair Services	6/28/2023	\$100,000

Principal	Bond No.	Obligee	Nature of Bond	Expiration Date	Bond Amount
		General Consumer Protection Section			
John C. Heath, Attorney At Law PC	CIC1916622 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services Business	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916648 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services Business	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916649 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services Business	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916665 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services Business	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916667 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services	8/3/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916666 (NMLS)	State of Maryland Commissioner of Financial Regulation	Credit Services Business	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916651	State of Maine Bureau of Consumer Credit Protection	Loan Broker	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916668 (NMLS)	Minnesota Department of Commerce, Commissioner of Banks	Credit Services	8/30/2023	\$10,000
John C. Heath, Attorney At Law PC	CIC1916652	State of New Hampshire Secretary of State	Credit Services Organization	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916623 (NMLS)	State of Oregon Collection Agency Program, Division of Finance & Corporate Securities, Department of Consumer & Business Service	Debt Management Service Provider	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916653	State of South Carolina Department of Consumer Affairs	Credit Services Organization Bond	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916654	State of South Carolina Department of Consumer Affairs	Credit Services Organization	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916655	State of South Carolina Department of Consumer Affairs	Credit Services Organization	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916656	State of South Carolina Department of Consumer Affairs	Credit Services Organization	6/28/2023	\$25,000
John C. Heath, Attorney At Law PC	CIC1916624	Utah Department of Consumer Protection	Credit Services Organization	6/28/2023	\$100,000

Principal	Bond No.	Obligee	Nature of Bond	Expiration Date	Bond Amount
John C. Heath, Attorney At Law PC	CIC1916625	Utah Department of Consumer Protection	Telemarketing Company Surety Bond	6/28/2023	\$50,000
John C. Heath, Attorney At Law PC	CIC1916675	State of West Virginia Secretary of State	Credit Services Organization	9/29/2023	\$15,000
John C. Heath, Attorney At Law PC	CIC1916626	State of West Virginia Secretary of State	Credit Services Organization	6/28/2023	\$15,000
Robert L. Marrero, LLC	CIC1916627	State of Louisiana Office of Attorney General Consumer Protection Section	Credit Repair Services	6/28/2023	\$100,000
Progrexion Teleservices, Inc.	CIC1916628	Delaware Director of Consumer Protection Fraud & Consumer Protection Division	Telemarketing Company Surety Bond	6/28/2023	\$50,000
Progrexion Teleservices, Inc.	CIC1916630	State of Ohio Attorney General	Telephone Solicitor Bond	6/28/2023	\$50,000
Progrexion Teleservices, Inc.	CIC1916633	State of Utah Department of Consumer Protection	Telephone Solicitation Bond	6/28/2023	\$50,000
Progrexion Teleservices, Inc.	CIC1916674	State of West Virginia Department of Revenue Office of Telemarketing Registration	Office of Telemarketing Registration Corporate Surety Bond	9/30/2023	\$500,000