

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

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Chapter 11  
In re: Case No. 23-10718 (CTG)  
PGX Holdings, Inc., *et al.*,  
(Jointly Administered)  
Debtors.<sup>1</sup>  
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**LIMITED OBJECTION OF TRANSUNION INTERACTIVE, INC. TO DEBTORS’  
PROPOSED CURE AMOUNTS ON NOTICE TO CONTRACT PARTIES TO  
POTENTIALLY ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

TransUnion Interactive, Inc. (“TransUnion”), by and through its undersigned counsel, submits this limited objection (the “Limited Objection”) to the proposed cure costs set forth on Exhibit A of the *Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [Dkt. No. 336] (the “Cure Notice”) filed by PGX Holdings, Inc., *et al.* (the “Debtors”). In support of the Limited Objection, TransUnion states as follows:

**INTRODUCTION**

The Debtors seek to establish the cure costs for the assumption of certain contracts with TransUnion in connection with the Debtors’ chapter 11 cases. Subject to satisfying the adequate assurance of future performance requirement, TransUnion does not generally oppose assumption and assignment of the TU Contracts (defined below), but files this Limited Objection to reserve its rights to receive payment in full of its cure amounts, which must include all amounts due and owing to TransUnion, including unpaid post-petition amounts.

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<sup>1</sup> 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.



## **BACKGROUND**

1. TransUnion provides credit reporting and related services to the Debtors pursuant to several executed agreements between TransUnion and the Debtors (collectively, the “TU Contracts”).

2. On June 4, 2023 (the “Petition Date”), each of the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”).

3. The Debtors continue to operate their business and manage their assets as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. On August 4, 2023, the Debtors filed the Cure Notice, which states that the Debtors may assume and assign certain contracts, including the TU Contracts, and lists proposed cure amounts for such contracts. The Debtors’ total proposed cure amounts as listed in the Cure Notice are included on Exhibit A, attached hereto, in the column titled “Debtors’ Proposed Cure Amount.”

5. The Cure Notice further provides that the deadline to object to the Cure Notice is August 18, 2023 (the “Cure Objection Deadline”).

## **OBJECTION**

6. TransUnion disputes the Debtors’ proposed cure amounts with respect to the TU Contracts. The correct cure amounts for the TU Contracts are set forth on Exhibit A, attached hereto, in the column labeled “TransUnion Cure Amount”. TransUnion reserves the right to amend the cure amounts to include additional amounts that may continue to accrue and any other obligations that may arise and/or become known to TransUnion prior to assumption and assignment of the TU Contracts.

7. Prior to assumption of the TU Contracts, the Debtors are required by section 365(b)(1) of the Bankruptcy Code to cure all outstanding defaults under the TU Contracts and compensate TransUnion for any actual pecuniary loss. *See* 11 U.S.C. §365(b)(1)(B); *LJC Corp. v. Boyle*, 768 F.2d 1489, 1494-96 (D.C. Cir. 1985); *In re Bullock*, 17 B.R. 438, 439 (B.A.P. 9th Cir. 1982); *In re Crown Books Corp.*, 269 B.R. 12, 14-15 (Bankr. D. Del. 2001); *In re BAB Enterprises, Inc.*, 100 B.R. 982, 984 (Bankr. W.D. Tenn. 1989).

8. Finally, the Debtors are required to demonstrate adequate assurance of future performance by any assignee as a precondition to the assignment. TransUnion reserves the right to object to the assignment of the TU Contracts based on the proposed assignees' failure to provide adequate assurance of future performance.

9. TransUnion reserves the right to amend this Objection to the extent it determines that any additional amounts are due under the TU Contracts, or any other contracts among the parties, and to demand adequate assurance of future performance under section 365(b)(1)(C) of the Bankruptcy Code at such time as the Debtors identify a party or parties to whom they propose to assign the Contracts.

**CONCLUSION**

WHEREFORE, for the foregoing reasons, TransUnion objects to the Cure Notice to the extent it misstates the amount necessary to cure the arrearages under the TU Contracts, and TransUnion requests that the Court enter an order conditioning assumption and assignment of the TU Contracts upon the payment of all amounts due under section 365(b)(1)(A) of the Bankruptcy Code and grant TransUnion such other and further relief as is just and proper.

Dated: August 18, 2023

ARCHER & GREINER, P.C.

*/s/ Bryan J. Hall*

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**EXHIBIT A**

	<b>Debtors' Proposed Cure Amount</b>	<b>TransUnion Cure Amount</b>
<i>Pre-Petition Cure Amounts</i>	-	\$645,477.76
<i>Post-Petition Cure Amounts for the Period of June 4, 2023 – July 31, 2023<sup>1</sup></i>	-	\$862,602 <sup>2</sup>
<b>Total Cure Amounts</b>	<b>\$721,208.75</b>	<b>\$1,508,079.76</b>

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<sup>1</sup> TransUnion reserves the right to update the cure amount for amounts incurred after July 31, 2023.

<sup>2</sup> This post-petition cure amount is based on a new fee structure negotiated between TransUnion and the Debtors in a proposed Amendment, which pursuant to its terms would go into effect as of July 1, 2023. To the extent the parties fail to execute the proposed Amendment, TransUnion is owed \$1,024,974.09 for the period of June 4, 2023 – through July 31, 2023.

**CERTIFICATE OF SERVICE**

I, Bryan J. Hall, hereby certify that on August 18, 2023, I caused to be served copies of the foregoing limited objection (i) by CM/ECF upon all parties registered to receive such notices in the lead case and (ii) by email upon the following parties:

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*/s/ Bryan J. Hall*

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Bryan J. Hall (DE No. 6285)