

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

<p>In re:</p> <p>PGX HOLDINGS, INC., <i>et al.</i>,</p> <p style="text-align: center;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 23-10718 (CTG)</p> <p>(Jointly Administered)</p> <p>Re: D.I. 799, 818, 841</p>
<p>KIRSTEN HANSEN on behalf of herself and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>PGX HOLDINGS, INC.; PROGEXION HOLDINGS, INC.; PROGEXION TELESERVICES, INC.; PROGEXION MARKETING, INC.; PROGEXION ASG, INC.; PROGEXION IP, INC.; EFOKKS, LLC; CREDITREPAIR.COM, INC.; CREDIT.COM, INC.; and JOHN C. HEATH, ATTORNEY AT LAW PC,</p> <p style="text-align: center;">Defendants.</p>	<p>Adv. Proc. No. 23-50396 (CTG)</p> <p>Re: Adv. D.I. 78, 80, 81</p>

CERTIFICATE OF NO OBJECTION REGARDING FINAL APPROVAL OF THE JOINT MOTION FOR AN ORDER (I) PRELIMINARILY APPROVING SETTLEMENT AGREEMENT, (II) APPROVING CLASS NOTICE, (III) SCHEDULING FAIRNESS HEARING, (IV) APPROVING SETTLEMENT AGREEMENT ON A FINAL BASIS, (V) APPROVING CLASS COUNSEL’S FEES AND EXPENSES, AND (VI) GRANTING RELATED RELIEF

1. The undersigned hereby certifies that, as of the date hereof, he has received no answer, objection or other responsive pleading to final approval of the *Joint Motion for an Order (I) Preliminarily Approving Settlement Agreement, (II) Approving Class Notice, (III) Scheduling Fairness Hearing, (IV) Approving Settlement Agreement on a Final Basis, (V) Approving Class Counsel’s Fees and Expenses, and (VI) Granting Related Relief* filed on



March 18, 2024 [D.I. 799 and Adv. D.I. 78, the “Joint Motion”].

2. The undersigned further certifies that the Court preliminarily approved the Joint Motion by Order dated April 4, 2024 [D.I. 818; Adv. D.I. 80, the “Preliminary Order”].

3. The undersigned further certifies that in accordance with the Preliminary Order and as reflected in the Affidavit of Service of Demetrius Jenkins re: Mailing of Notice of Proposed Settlement and Fairness Hearing (Filed by Kirsten Hansen) [D.I. 841; Adv. D.I. 81, the “Affidavit of Service”], counsel to the certified class caused the *Notice of Class Action Settlement, Date of Hearing for Final Approval of Proposed Settlement and Right to Opt-Out or Object to the Settlement and to Appear at Court Hearing* (attached as Exhibit “A” to the Affidavit of Service) to be served on 133 class members and that the same notice, but specifying only the *Right to Object to the Settlement and to Appear at Court Hearing* (attached as Exhibit “C” to the Affidavit of Service) was sent to 944 class members. The notices referred to in the Affidavit of Service are referred to herein as the “Notices.”

4. The undersigned further certifies that he has reviewed the Court’s docket in this case and no answer, objection or other responsive pleading to final approval of the Joint Motion appears thereon. Per the Preliminary Order and the Notices, objections to final approval of the Joint Motion were to be filed and served no later than May 13, 2024.

5. The undersigned further certifies that he has received no opt-outs in response to the Notices. Per the Preliminary Order and the Notices, opt-outs were due by May 6, 2024.

6. As no responses to the Joint Motion have been received, and no opt-outs received, it is hereby respectfully requested that the Proposed Order Granting Final Approval of Settlement, Approving Class Counsel’s Fees and Expenses and Granting Related Relief, attached hereto as Exhibit “A” and to the Joint Motion as Exhibit “F”, be entered at the earliest

convenience of the Court.

Dated: May 15, 2024

/s/ Christopher D. Loizides
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- and -

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Attorneys for Plaintiff and the Class

Exhibit 1

(Proposed Form of Order Finally Approving Settlement)

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

In re: PGX HOLDINGS, INC., et al., Debtors. ¹	Chapter 11 Case No. 23-10718 (CTG) (Jointly Administered) Re: D.I. ____
KIRSTEN HANSEN on behalf of herself and all others similarly situated, Plaintiff, v. PGX HOLDINGS, INC.; PROGEXION HOLDINGS, INC.; PROGEXION TELESERVICES, INC.; PROGEXION MARKETING, INC.; PROGEXION ASG, INC.; PROGEXION IP, INC.; EFOLKS, LLC; CREDITREPAIR.COM, INC.; CREDIT.COM, INC.; and JOHN C. HEATH, ATTORNEY AT LAW PC, Defendants.	 Adv. Proc. No. 23-50396 (CTG) Re: D.I. ____

**ORDER GRANTING FINAL APPROVAL OF SETTLEMENT, APPROVING CLASS
COUNSEL’S FEES AND EXPENSES AND GRANTING RELATED RELIEF**

Upon the Joint Motion pursuant to section 105 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 9019 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 23 of the Federal Rules of Civil Procedure, applicable hereto by Bankruptcy Rule 7023, of the Plan Administrator of PGX Holdings, Inc., and its subsidiaries, Progexion Holdings, Inc., Progexion Teleservices, Inc., Progexion Marketing, Inc., Progexion ASG, Inc., Progexion IP, Inc., eFolks, LLC, Creditrepair.com, Inc., Credit.Com, Inc., and John C. Heath,

Attorney at Law, PLLC (cumulatively, the “Debtors” and after the Effective Date of the Plan, the “Reorganized Debtors” or Defendants”), on the one hand, and Kirsten Hansen (the “Plaintiff” and the “Class Representative”), for entry of Orders: for (i) preliminarily approving the settlement described in the Settlement Agreement; (ii) approving the form and manner of notice to the members of the Class (as described in the Motion); and (iii) scheduling a final fairness hearing to consider approval of the Settlement (the “Motion”)¹; and upon the arguments of counsel presented at the Fairness Hearing; and the Court finding that:

(A) the Court has jurisdiction over the Motion pursuant to 28 USC §§ 157 and 1334;

(B) this is a core proceeding pursuant to 28 USC § 157(b)(2);

(C) notice of the Motion and the hearing on the Motion was due and adequate under the circumstances;

(D) no other notice need be given; and

(E) and the Court having reviewed the terms of the Settlement Agreement and all objections against the Settlement Agreement; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interest of the Defendants and Defendants’ estate, the Class Representative and the Class Members, and any other parties in interest; and after due deliberations and sufficient cause appearing therefore;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED as set forth herein.

¹ Capitalized terms used but not defined in this Order shall have the meaning defined in the Settlement Agreement.

2. All objections to the Motion or the relief requested in the Motion, if any, that have not been withdrawn, waived, or settled, and all reservation of rights in such objections, if any, shall be and hereby are, **OVERRULED** in all respects on the merits and denied.

3. The Settlement Agreement is approved on a final basis and in all respects as being fair, reasonable, adequate to the Class Members and other affected employees for the following reasons:

- a. If the Settlement is not approved, the Adversary Proceeding will likely be complicated, protracted, and expensive, thereby unnecessarily diminishing distributions to the Class Members if Plaintiff prevails in this Action.
- b. The Class Representative supports the Settlement, and the terms of the Settlement are favorable to Class Members.
- c. The Settlement was reached after a thorough investigation, litigation, and negotiation by the Parties.
- d. The Settlement is well within the range of reasonableness given the uncertainty of Plaintiff's ability to establish liability and to recover against the Defendants.
- e. The Settlement Agreement was negotiated at arm's-length by experienced counsel and in good faith, is fair, equitable, and in the best interests of the Parties.

4. On the Settlement Effective Date, the terms of the Settlement Agreement shall become binding upon the Parties.

5. On the Settlement Effective Date, subject to and consistent with the terms of the Settlement Agreement, the releases set forth in the Settlement Agreement shall become effective. The Reorganized Debtors are authorized to modify the claims registers in these cases to expunge the claims of the Class Members arising from or relating to the actions alleged in the Complaint without need for further action from this Court. Any and all proofs of claim filed on account of liabilities asserted, assertible, arising from or out of or relating to the allegations asserted in the Complaint or the Adversary Proceeding by Class Members in the Class shall be disallowed and

expunged from the Defendants' claims register on the Settlement Effective Date. Nothing in the Settlement Agreement shall waive or limit defenses available to the Defendants and their successors and assigns against a proof of claim that has been or may be filed against the Defendants in these Bankruptcy Cases.

6. The Parties are hereby authorized to take all actions necessary to implement the Settlement Agreement. The Settlement Administrator is authorized to make all distributions in accordance with the terms of the Settlement Agreement, and to make all deductions for employee payroll taxes prior to making the distributions. The Defendants shall have no obligation or liability relating to the distributions to or withholdings on behalf of the Class Members.

7. Class Counsel is awarded its fees of one-third of the Allowed Class Claim Settlement Amount, net of 1) the Class Representative Service Payment of \$25,000, 2) Class Counsel's expenses, and 3) the cost of the Settlement Administrator, all of which shall be paid from the Settlement Amount in accordance with the terms of the Settlement Agreement. Class Counsel's expenses and the Cost of the Settlement Administrator shall not exceed \$100,000.

8. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent that any of the conclusions of law constitute findings of fact, they are adopted as such.

9. The entry of this Order is without prejudice to the relief granted in the Preliminary Order and entry of this Order shall not serve to extend or stay the time of filing any appeal regarding any of the relief granted in the Preliminary Order.

10. The Parties are hereby authorized and empowered to take such steps and perform such acts as may be necessary to implement and effectuate the terms of this Order and the Settlement Agreement.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon entry.

12. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and/or implementation of the Settlement Agreement and this Order.