

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:  
  
PGX HOLDINGS, INC., *et al.*,<sup>1</sup>  
  
Debtors.

Chapter 11  
  
Case No. 23-10718 (CTG)  
  
(Jointly Administered)  
**Re: Docket No. 336**

**OBJECTION OF FAIR ISAAC CORPORATION TO DEBTORS’  
NOTICE OF CURE AMOUNTS IN CONNECTION WITH  
CONTRACTS AND LEASES**

Fair Isaac Corporation (“FICO”), by and through its undersigned counsel, submits this objection (the “**Objection**”) to assumption and the cure amount as set forth in the *Notice To Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases* [D.I. 336] (“**Notice**”) filed by the above captioned Debtors (collectively, the “**Debtors**”). In support of its Objection, FICO respectfully states as follows:

**BACKGROUND**

1. FICO and the Debtors are parties to certain prepetition agreements (together with all amendments, and terms and conditions thereto, the “**FICO Agreements**”), pursuant to which, among other things, FICO provides the Debtors certain services for use in the Debtors’ business, as more particularly described in the FICO Agreements.

2. On June 4, 2023, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (“**Petition Date**”). As of the Petition Date, an amount of not less than \$520,947.83 was owed to FICO under the FICO Agreements. *See* Exhibit 1.

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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 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 Progrexion



3. The Debtors filed the Notice on August 4, 2023. The Notice lists the Debtors' proposed cure amounts for various agreements with FICO (the "**Proposed FICO Cure Amount**"). *See* Notice at 17, rows 455–66. The spreadsheet shown in Exhibit 1 lists the proper cure amounts.

**OBJECTION AND BASIS THEREFOR**

4. The Proposed FICO Cure Amount is incorrect. In order to assume the FICO Agreements, the Debtors must pay to FICO an amount not less than \$520,947.83 plus such other charges that accrue prior to the effective date of any assumption of the FICO Agreements.

5. The Bankruptcy Code requires all payments due and owing under the FICO Agreements, as well as any non-monetary defaults under the FICO Agreements, to be cured prior to assumption of the FICO Agreements. *See* 11 U.S.C. § 365(b)(1)(A). Accordingly, any Order establishing a cure amount in connection with the assumption of the FICO Agreements must expressly provide for payment in full of all amounts due and owing under the FICO Agreements at the time of assumption, as well as the cure of any nonmonetary defaults, to the extent they can be cured.

6. FICO objects to the Proposed FICO Cure Amount for the FICO Agreements as it is incorrect. Pursuant to the FICO Agreements, FICO was owed an amount not less than \$520,947.83, as of the Petition Date.

7. In addition, the Proposed FICO Cure Amount does not reflect Debtors' continuing obligations to pay (i) postpetition charges that have accrued or will accrue under the FICO Agreements through any assumption of the FICO Agreements and that are not yet due; and (ii) additional amounts that become due prior to the effective date of any assumption of the FICO Agreements by the Debtors. Accordingly, any order that is entered establishing a cure amount with respect to the FICO Agreements must (i) cure any additional defaults that may occur under the

FICO Agreements between the date of this Objection and the effective date of any assumption by the Debtors; and (ii) provide for the payment of all charges due and/or accrued in the ordinary course under the terms of the FICO Agreements.

8. The bankruptcy code also requires that a trustee or debtor-in-possession must provide adequate assurance of future performance as a condition to the assumption of any executory contract or unexpired lease. *See* 11 U.S.C. § 365(b)(1)(C). As of the date of this Objection, FICO has not been provided with any information regarding any potential proposed purchaser or assignee's future performance. Thus, FICO objects to any assumption and assignment of the FICO Agreements unless and until it is provided with information sufficient to satisfy the requirements under section 365(b) of the Bankruptcy Code with respect to any proposed purchaser or assignee's adequate assurances of future performance.

WHEREFORE, Fair Isaac Corporation respectfully requests that the Court sustain this Objection and (i) only approve assumption of the FICO Agreements that provide full and immediate cure of all monetary and non-monetary defaults under the FICO Agreements (ii) adequate assurance of future performance by the proposed purchaser; and (iii) grant such other relief as the Court deems just and proper.

Dated: August 18, 2023  
Wilmington, Delaware

FAEGRE DRINKER BIDDLE & REATH LLP

/s/ Patrick A. Jackson

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*Attorney for Fair Isaac Corporation*

**Exhibit 1**

*As posted 8/17/2023*

Service Period	Invoice #	Invoice Date	Due Date	Lex ReportWatch Access	All Others	Subtotal	Tax	Original Amount Due	Balance Due
Mar-23	1281994	05/18/23	06/17/23	37.44	213,860.35	213,897.79	16,577.08	230,474.87	230,474.87
Apr-23	1282427	05/31/23	06/30/23	37.44	140,319.35	140,356.79	10,877.66	151,234.45	151,234.45
May-23	1283132	06/30/23	07/30/23	25.74	117,064.15	117,089.89	9,074.47	126,164.36	126,164.36
Jun-23	1284659	08/09/23	09/08/23	21.60	121,316.10	121,337.70	9,403.67	130,741.37	13,074.15
Jul-23	1284660	08/09/23	09/08/23	19.08	118,176.55	118,195.63	9,160.16	127,355.79	127,355.79
<b>Total</b>								<b>765,970.84</b>	<b>648,303.62</b>
<b>Total Pre Amount</b>								<b>520,947.83</b>	

*With payment posted for July Invoice*

Service Period	Invoice #	Invoice Date	Due Date	Lex ReportWatch Access	All Others	Subtotal	Tax	Original Amount Due	Balance Due
Mar-23	1281994	05/18/23	06/17/23	37.44	213,860.35	213,897.79	16,577.08	230,474.87	230,474.87
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Jul-23	1284660	08/09/23	09/08/23	19.08	118,176.55	118,195.63	9,160.16	127,355.79	0.00
<b>Total</b>								<b>765,970.84</b>	<b>520,947.83</b>

**CERTIFICATE OF SERVICE**

I, Patrick A. Jackson, hereby certify that on August 18, 2023, I caused a copy of the foregoing *Objection of Fair Isaac Corporation to Debtors' Notice of Cure Amounts in Connection with Contracts and Leases* to be served via CM/ECF upon those parties registered to receive such electronic notifications in these cases and via email upon the following:

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Dated: August 18, 2023

/s/ Patrick A. Jackson  
 Patrick A. Jackson