

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

In re:

ALTEGRITY, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 15-10226 (LSS)

Jointly Administered

Re: Docket Nos. 814 & 822

**NOTICE OF FILING OF REVISED EXHIBIT A TO DEBTORS'  
MEMORANDUM OF LAW IN SUPPORT OF, AND IN  
RESPONSE TO OBJECTIONS TO, CONFIRMATION OF THE  
JOINT CHAPTER 11 PLAN OF ALTEGRITY, INC., ET AL.**

**PLEASE TAKE NOTICE** that, on August 12, 2015, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed the *Debtors’ Memorandum of Law in Support of, and in Response to Objections to, Confirmation of the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.* [Docket No. 814] (the “**Memorandum**”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, on August 13, 2015, the Debtors filed the *Notice of Filing of Exhibit A to Debtors’ Memorandum of Law in Support of, and in Response to Objections to, Confirmation of the Joint Chapter 11 Plan of Altegrity, Inc., Et Al.*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Altegrity, Inc. (9985); Albatross Holding Company, LLC (2688); Albatross Marketing and Trading, LLC (8643); Altegrity Acquisition Corp. (1480); Altegrity Holding Corp. (1481); Altegrity Risk International LLC (6350); Altegrity Security Consulting, Inc. (5452); CVM Solutions, LLC (9526); D, D & C, Inc. (9552); Engenium Corporation (2269); FDC Acquisition, Inc. (2387); HireRight Records Services, Inc. (1944); HireRight Solutions, Inc. (8954); HireRight Technologies Group, Inc. (1660); HireRight, Inc. (5016); John D. Cohen, Inc. (1738); KCMS, Inc. (0085); KIA Holding, LLC (1333); Kroll Associates, Inc. (6880); Kroll Background America, Inc. (4830); Kroll Crisis Management Group, Inc. (3811); Kroll Cyber Security, Inc. (2393); Kroll Factual Data, Inc. (9911); Kroll Holdings, Inc. (4648); Kroll Inc. (1019); Kroll Information Assurance, Inc. (2283); Kroll Information Services, Inc. (2381); Kroll International, Inc. (1243); Kroll Ontrack Inc. (1650); Kroll Recovery LLC (7082); Kroll Security Group, Inc. (5514); National Diagnostics, Inc. (7132); Ontrack Data Recovery, Inc. (3148); Personnel Records International, LLC (0716); The Official Information Company (1805); US Investigations Services, LLC (9260); USIS International, Inc. (3617); and USIS Worldwide, Inc. (4258). The location of the Debtors’ corporate headquarters is 600 Third Avenue, 4<sup>th</sup> Floor, New York, NY 10016.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Memorandum.

[Docket No. 822] (the “**Notice**”). Exhibit A to the Memorandum was attached as Exhibit A to the Notice.

**PLEASE TAKE FURTHER NOTICE** that, subsequent to the filing of the Notice, the Debtors made certain revisions to Exhibit A to the Memorandum. Attached hereto as Exhibit 1 is the revised version of Exhibit A to the Memorandum.

**PLEASE TAKE FURTHER NOTICE** that, for the convenience of the Court and parties in interest, a blackline reflecting the change made to Exhibit A to the Memorandum is attached hereto as Exhibit 2.

Dated: Wilmington, Delaware  
August 13, 2015

*/s/ Joseph M. Barry*

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**EXHIBIT 1**

Revised Exhibit A to the Memorandum

*In re Altegrity, Inc.*

**Chapter 11 Case No. 15-10236 (LSS) (Jointly Administered)**

**Summary of the Debtors’ Responses to Objections to Confirmation<sup>1</sup>**

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<sup>1</sup> Capitalized terms used but not otherwise defined in this Chart have the meanings provided to such terms in the *Joint Chapter 11 Plan of Altegrity, Inc., et al.* [Docket No. 532] (as may be amended, supplemented or modified, the “**Plan**”).

<b>A. United States' Objection to Confirmation [Docket No. 654]</b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>1.</b>	The objection serves as a timely assertion of the United States' setoff and recoupment rights. [Pages 5-7; paragraphs 15-22]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>2.</b>	The Plan must recognize the United States' ability to seek a determination of nondischargeability as to conduct in connection with the FCA lawsuit at any time. [Pages 7-11; paragraphs 23-37]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>3.</b>	The Plan improperly provides the Liquidating Debtors with a discharge in violation of § 1141(d)(3). [Page 9; paragraph 31]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>4.</b>	The United States requests additional time to file a non-dischargeability complaint or intervene in the relator's non-dischargeability adversary proceeding. [Pages 13-14; paragraphs 42-47]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>

<p><b>5.</b></p>	<p>The Plan impermissibly releases non-debtor third parties, and no showing has been made justifying release of non-Debtors with respect to potential FCA and ERISA liabilities.</p> <p>[Pages 14-19; paragraphs 48-60]</p>	<p>In response to this objection, the Confirmation Order provides, “Notwithstanding any provision of the Plan (including, without limitation Section 9.3 of the Plan) or the Confirmation Order providing for the release of non-debtors, or any injunction on behalf of non-debtors, nothing in the Plan or the Confirmation Order shall (a) discharge or release any ERISA fiduciaries, parties in interest and knowing participants, in each case to the extent not a Debtor (the ‘Non-Debtor ERISA Parties’) from any actions brought by the Secretary of Labor, United States Department of Labor (the ‘Secretary’) pursuant to ERISA against Non-Debtor ERISA Parties, or (b) enjoin the Secretary from pursuing such actions against Non-Debtor ERISA Parties.”</p>	<p><b>Resolved</b></p>
<p><b>6.</b></p>	<p>The Plan should not affect USIS’s contractual and legal obligations to safeguard government data.</p> <p>[Pages 17-18; paragraphs 61-65]</p>	<p>In response to this objection, the Confirmation Order provides, “Any government data or records in the Debtors’ or Reorganized Debtors’ possession or custody, including information acquired through contracts or agreements with the Department of Homeland Security (“DHS”) or any of its components, including Customs and Border Protection (“CBP”), or with the Office of Personnel Management on behalf of DHS or its components (the “Government Data”), is not the Debtors’ or Reorganized Debtors’ property.</p> <p>Absent either a further court order or an agreed written protocol among the Debtors or Reorganized Debtors, as applicable, and DHS and CBP, the Debtors and Reorganized Debtors:</p> <ul style="list-style-type: none"> <li>(i) shall not destroy, sell, transfer, duplicate, or otherwise dispose of any Government Data; and</li> <li>(ii) shall continue to preserve any Government Data.</li> </ul> <p>DHS and its components (including CBP) are seeking appropriate preservation and/or disposition of their data. Accordingly, the Debtors and Reorganized Debtors shall negotiate in good faith with DHS and CBP on a protocol for the ultimate turnover or disposition of the Government Data. DHS and CBP, on the one hand, and the Debtors and Reorganized Debtors, on the other hand, may implement any agreed protocol without further court order. If DHS/CBP and the Debtors/Reorganized Debtors are unable to</p>	<p><b>Resolved</b></p>

		agree on a protocol following good-faith negotiations, either the United States on behalf of DHS/CBP or the Debtors/Reorganized Debtors, as applicable, may move for a court order from the Bankruptcy Court (as to which none of DHS, CBP, the Debtors and the Reorganized Debtors shall contest jurisdiction or move to have the dispute heard in an alternate forum or venue) to implement a protocol regarding Government Data.”	
7.	The Plan should recognize the requirement of obtaining the United States’ consent before assuming or assigning contracts or leases with the United States.  [Page 19; paragraphs 66-68]	The Debtors and the United States have entered into a comprehensive settlement, which provides that the Debtors will obtain the consent of the United States prior to assuming any executory contracts or unexpired leases. Therefore, this objection has been resolved.	<b>Resolved</b>
<b><i>B. United States Trustee’s Objection to Confirmation of Joint Chapter 11 Plan of Altegrity, Inc., Et. Al. [Docket No. 671]</i></b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
8.	The Plan provides releases by the Debtors and their estates of non-debtor parties without a showing under the <i>Zenith</i> factors as to each party to be released.  [Pages 7-8; paragraphs 18-20]	As described in more detail in paragraphs 59-63 of the Debtors’ Memorandum of Law, the Sprung and McShea Declarations, and as the Debtors are prepared to present at the Confirmation Hearing, the <i>Zenith</i> factors as applied in the Third Circuit weigh in favor of the Debtor Releases provided in the Plan. Moreover, as set forth in detail in the Debtors’ Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.	<b>Resolved</b>
9.	The record does not support approval of non-consensual third-party releases, particularly as to entities deemed to accept the Plan, whose rights against non-Debtor third parties are released and extinguished.  [Page 10; paragraph 25]	The Debtors have filed Technical Modifications to the Plan and the proposed Confirmation Order, which clarify that they will not seek to impose the third-party releases against holders of Claims or Interests that opted out of the third-party releases. As set forth in more detail in the Debtors’ Memorandum of Law, courts in this district have found that a release of a non-debtor is consensual where the creditor was given the opportunity to “opt out” of the	<b>Resolved</b>



		<p>release (as is the case here) but failed to do so.</p> <p>Moreover, courts have similarly found that a release of a non-debtor is consensual where the creditor is unimpaired and is deemed to accept the Plan. See <i>Indianapolis Downs</i>, 486 B.R. at 306 (“the third party releases in question bind certain unimpaired creditors who are deemed to accept the Plan: these creditors are being paid in full and have therefore received consideration for the releases.”); <i>Spansion</i>, 426 B.R. at 144 (finding that a release was not overreaching to the extent it bound unimpaired classes deemed to accept the plan since those creditors were being paid in full and had received adequate consideration of the release). The court in <i>Spansion</i> noted that “the silence of the unimpaired classes on this issue is persuasive.” <i>Id.</i> at 305.</p>	
<b>10.</b>	<p>No entity should have a release imposed on it after opting out of the Plan’s release provisions.</p> <p>[Page 10; paragraph 25]</p>	<p>The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Order, that they will not seek to impose the third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection by the United States Trustee.</p>	<b>Resolved</b>
<b>11.</b>	<p>Certain categories of persons, such as the Debtors’ directors, officers and employees, are not entitled to non-consensual third party releases pursuant to applicable case law.</p> <p>[Page 10; paragraph 26]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<b>Resolved</b>
<b>12.</b>	<p>The Debtors’ professionals and the members of the Creditors’ Committee and its professionals are not entitled to non-consensual third-party releases pursuant to applicable case law, and are fully protected by the Plan’s exculpation provision.</p> <p>[Pages 10-11; paragraph 26]</p>	<p>With respect to non-consensual third-party releases, this objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<b>Resolved</b>

<b>13.</b>	The non-consensual third-party releases of non-debtor “affiliates” of the Debtors should be disallowed under Third Circuit case law.  [Page 11; paragraph 27]	This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.	<b>Resolved</b>
<b>14.</b>	Section 9.4 of the Plan improperly provides exculpation to nonestate fiduciaries and should be amended so that it covers only fiduciaries of the Debtors’ estates.  [Pages 11-12; paragraphs 30-33]	The Debtors have revised Section 9.4 of the Plan in order to limit exculpation solely to estate fiduciaries.	<b>Resolved</b>
<b>15.</b>	Section 9.5 of the Plan is overly broad in that it provides a discharge to “Immediately Liquidating Debtors.”  [Pages 12-13; paragraph 34]	The Liquidating Debtors are not liquidating immediately, but instead will continue an orderly wind-down of the USIS business (including in certain circumstances maintaining limited business operations) in a deliberate manner. The Debtors are prepared to make such a clarification and representation on the record at the Confirmation Hearing.	<b>Resolved</b>
<b>16.</b>	To the extent there are any claims excepted from discharge by § 1141(d)(6) of the Bankruptcy Code, such claims should be excluded from the scope of section 9.5 of the Plan.  [Page 13; paragraph 35]	The Debtors and the United States have entered into a settlement agreement with respect to the claims that were the subject of this objection. In Section 9.3 of the Plan, the Debtors had already made clear that USIS would not be discharged of any liability resulting from claims brought in the case <i>United States of America, ex rel., Blake Percival v. U.S. Investigations Services, LLC</i> , Case 14-cv-00726-RMC (D.C. Cir.). Subject to confirmation on the record at the Confirmation Hearing, the Debtors and U.S. Trustee have reached a consensual resolution of this objection.	<b>Resolved</b>

<b>C. Objection to Confirmation of Joint Chapter 11 Plan by Carrie Wirt, Class Action Plaintiff [Docket No. 655]</b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>17.</b>	The releases and injunction appear to impermissibly attempt to reach objector's non-monetary claims for declaratory and injunctive relief against the Debtors' ongoing violations of federal and state consumer reporting protections.  [Page 4; paragraph 11]	The Debtors have added language to Section 9.3 of the Plan clarifying that nothing in Section 9.2 or 9.3 of the Plan discharges or releases the Debtors from prospective injunctive relief due to violation of law.	<b>Resolved</b>
<b>18.</b>	The proposed Plan releases impermissibly extinguish objector's third-party claims against non-debtor parties, and are impermissible to the extent the Debtors intend to impose the releases on creditors notwithstanding their opt out.  [Pages 4-6; paragraphs 12-16]	This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.	<b>Resolved</b>
<b>19.</b>	The injunction is impermissibly broad to the extent it limits the ability of the objector to seek recovery against insurers.  [Pages 6-7; paragraphs 17-18]	In response to this objection, the Confirmation Order provides, "Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court, any and all obligations of the Debtors' Insurer(s) or the Reorganized Debtors' Insurer(s) to fund any amounts under any agreement assumed by the Debtors or the Reorganized Debtors as applicable shall remain in full force and effect and nothing in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court shall in any way discharge, alter, modify, eliminate, release, limit, impair or diminish such obligations."	<b>Resolved</b>

20.	<p>The discharge is impermissibly broad and should be modified to exclude the objector’s civil action in order to allow liquidation of her claims against applicable insurance proceeds.</p> <p>[Pages 7-8; paragraphs 19-20]</p>	<p>This is not a plan confirmation objection. If the objecting party believes it is appropriate to lift the bankruptcy stay or plan injunction, the objecting party should resolve the lifting of the stay/injunction through the lift stay/injunction process and the objecting party has filed such a lift stay motion.</p>	<b>Resolved</b>
21.	<p>The Plan violates § 1129(a)(7)(a) to the extent it limits the objector’s ability to seek recovery from the Debtors’ insurers.</p> <p>[Page 8; paragraph 21]</p>	<p>This objection is substantively similar to that described in Item 19 above, and the response to Item 19 is incorporated herein by reference.</p>	<b>Resolved</b>
<b>D. Objection by Bus Driver Plaintiffs to Confirmation of Debtors’ Joint Chapter 11 Plan [Docket No. 673]</b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
22.	<p>The court lacks subject matter jurisdiction over certain third party claims that the Debtors seek to include in third-party releases because (a) the third party releasing claimants have not affirmatively consented to the releases and (b) the Released Parties provide no consideration to support the proposed releases.</p> <p>[Page 9; paragraph 18]</p>	<p>The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Procedures, they will not seek to impose third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection because third-party releases under the Plan are entirely consensual. Moreover, as set forth in detail in the Debtors’ Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.</p>	<b>Resolved</b>
23.	<p>The deemed non-consensual third party releases fall outside the court’s “related to” jurisdiction under Third Circuit case law in that third party claims do not directly or immediately impact the Debtors.</p> <p>[Pages 9-15; paragraphs 20-29]</p>	<p>The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Procedures, they will not seek to impose third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection because third-party releases under the Plan are entirely consensual.</p>	<b>Resolved</b>

24.	<p>As an Article I tribunal, the court lacks constitutional authority to approve on a final basis the deemed release of state law claims held by one non-debtor against another non-debtor under <i>Stern v. Marshall</i>.</p> <p>[Page 15; paragraph 30]</p>	<p>The Bus Driver Plaintiffs' reliance on <i>Stern v. Marshall</i>, 131 S. Ct. 2594 (2011), is misplaced. As the objection notes, <i>Stern v. Marshall</i> provides that under certain circumstances, bankruptcy courts lack constitutional jurisdiction under Article III of the U.S. Constitution to enter final judgment on a state law cause of action that is not resolved in the process of ruling on a creditor's claim. Determination of the Plan's release provisions, however, does not require the Court to adjudicate the underlying claims at issue in the Bus Driver Plaintiffs' civil action.</p>	<b>Resolved</b>
25.	<p>A third party release requires the affirmative vote or consent of the releasing third party and the Debtors cannot force non-consenting, non-voting creditors to relinquish their rights against third parties.</p> <p>[Page 19; paragraph 37]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<b>Resolved</b>
26.	<p>The Plan fails to demonstrate an identity of interest between the Debtors and each of the Released Parties and a substantial contribution to the plan by each of the Released Parties.</p> <p>[Page 21; paragraphs 40-41]</p>	<p>This objection is substantively similar to that described in Item 9 above, and the response to Item 9 is incorporated herein by reference.</p>	<b>Resolved</b>
27.	<p>The Bus Driver Plaintiffs do not consent to the non-debtor releases and their consent should not be deemed by the Plan.</p> <p>[Page 22; paragraph 42]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<b>Resolved</b>
28.	<p>The third-party releases of the Debtors' current and former officers and directors are impermissible pursuant to applicable law.</p> <p>[Page 23; paragraph 45]</p>	<p>This objection is substantively similar to that described in Item 11 above, and the response to Item 11 is incorporated herein by reference.</p>	<b>Resolved</b>

<b>29.</b>	The Debtors' releases and third party releases do not carve out acts constituting willful misconduct, gross negligence or fraud.  [Page 23; paragraph 46]	The Debtors and the objecting party have resolved this objection.	<b>Resolved</b>
<b><i>E. Reservation of Rights of Liberty Mutual Insurance Company [Docket No. 733]</i></b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>30.</b>	Liberty Mutual objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.	The Debtors and Liberty Mutual have agreed to include the following language in the Confirmation Order: "Notwithstanding anything to the contrary in the Plan Documents, nothing in the Plan Documents (including any provision that purports to be preemptory or supervening) shall in any way operate to, or have the effect of, impairing in any respect the legal, equitable or contractual rights and defenses of the insureds or insurers under any insurance policy issued by Liberty Mutual Insurance Company or its affiliates (collectively, " <b>Liberty</b> ") or Continental Casualty Company (together with Liberty, the " <b>Insurers</b> ") for the benefit of the Debtors or their affiliates or any related agreements (collectively, the " <b>Insurance Agreements</b> ") or under any applicable non-bankruptcy law, including without limitation the Insurers' rights to draw on letters of credit issued for the Insurers' benefit or to apply escrowed amounts held by the Insurers, the Insurers' rights of setoff and recoupment, and the Insurers' rights to handle, control, direct and approve settlement of claims covered by the Insurance Agreements. The rights and obligations of the insureds and the insurers under the Insurance Agreements shall be determined under the applicable Insurance Agreements, including all terms, conditions, limitations and exclusions thereof, which shall remain in full force and effect, and any applicable non-bankruptcy law."	<b>Resolved</b>

<i>F. Texas Comptroller of Public Accounts' Objection to Confirmation of the Joint Chapter 11 Plan of Altegrity, Inc. Et. Al. [Docket No. 650]</i>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>31.</b>	<p>The Plan should provide that the Debtors will fully comply with Texas tax laws, including timely filing and payment of all required post-petition tax returns and that the entire amount, including tax, interest and penalties will be paid in one lump sum when due without the need for filing a request for payment.</p> <p>[Pages 2-3; paragraph 5]</p>	<p>The Debtors intend to fully comply with applicable Texas tax laws with respect to post-petition conduct. The Bankruptcy Code requires a debtor to manage and operate property in its possession “according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound if in possession thereof.” 28 U.S.C. § 959(b). The Plan does not purport to limit any post-emergence obligations of the Reorganized Debtors.</p> <p>The Plan cannot and should not provide for all payments of post-petition tax returns to be made in one “lump sum.” Instead, payments on account of post-petition tax returns should be paid in the ordinary course of business as they become due. Section 2.2 of the Plan has been revised to provide that “[a]ll Allowed Priority Tax Claims that arose after the Petition Date but are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as they become due. All distributions on account of Allowed Priority Tax Claims shall be made by the Debtors.”</p>	<b>Resolved</b>
<b>32.</b>	<p>Section 2.2 of the Plan provides that no post-Effective Date interest will be paid on priority tax claims in violation of § 1129(a)(9)(C).</p> <p>[Page 3; paragraphs 6-10]</p>	<p>In response to this objection, Section 2.2 of the Plan has been revised to provide that any Allowed Priority Tax Claims paid over time shall include interest to which the holder of such Priority Tax Claim may be entitled, calculated in accordance with section 511 of the Bankruptcy Code.</p>	<b>Resolved</b>
<b>33.</b>	<p>Section 2.2 of the Plan provides for automatic disallowance of all penalty claims related to priority tax claims in violation of § 1129(a)(1).</p> <p>[Page 4; paragraphs 11-13]</p>	<p>In response to this objection, the Debtors have deleted the provision in Section 2.2 related to penalty claims and any such penalty claims shall be resolved in the context of claims resolution.</p>	<b>Resolved</b>

34.	<p>Section 7.8 of the Plan potentially impairs the Comptroller's setoff rights if they are not asserted against the Debtors prior to the Confirmation Hearing in a document filed with the Bankruptcy Court explicitly preserving such setoff right, in violation of § 553 and § 1129(a)(1).</p> <p>[Pages 5-6; paragraphs 14-18]</p>	<p>To the extent that the objector asserted these rights in its proof of claim, the matter will be addressed as part of the claims reconciliation process and to the extent rights of setoff, recoupment, counter-claim, cross-claim, cost recovery or other defense rights are permitted by applicable law as a purely defensive measure notwithstanding the operation of bankruptcy law, parties may assert such rights to the extent the Debtors ever bring post-confirmation litigation against the opposing party (subject to the Debtors' reservation of rights to contest them on all grounds). Accordingly, the Debtors do not believe an amendment to the Plan is appropriate.</p>	<b>Resolved</b>
35.	<p>Sections 9.3 and 9.6 of the Plan provide for overly broad releases and injunctions to non-debtor third parties.</p> <p>[Pages 6-7; paragraphs 19-23]</p>	<p>The Debtors have added to Section 9.3 of the Plan: "Notwithstanding any other provision of this Plan, nothing in Section 9.2 or this Section 9.3 discharges or releases (1) . . . , (6) or otherwise enjoins any state taxing authority from pursuing any Person (as defined by 11 U.S.C. § 101(41)) or party that is not a Debtor, <u>provided</u> that as long as the Debtors or the Reorganized Debtors have paid all amounts that are due and owing that are not disputed, such state taxing authorities shall not pursue any non-Debtor parties."</p>	<b>Resolved</b>
36.	<p>The Plan has no remedies for default in the payment of priority tax creditors and such language should be added to the Plan or confirmation order to clarify tax creditors' default remedies pursuant to § 1123(a)(5)(G).</p> <p>[Pages 7-8; paragraphs 24-25]</p>	<p>Section 1123(a)(5)(G) of the Bankruptcy Code does not require the Debtors to provide for remedies for default in the payment of priority tax creditors. Accordingly, the Debtors do not believe an amendment to the Plan is appropriate.</p>	<b>Resolved</b>



<b>G. Tennessee Department of Revenue's Objection to Confirmation of Debtors' Joint Chapter 11 Plan [Docket No. 656]</b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>37.</b>	Section 2.2 of the Plan does not provide for a payment interval for priority tax claims. [Page 1; paragraphs 1-2]	See Item 31 above. In addition, the Bankruptcy Code does not require a specific interval to be set with respect to the 5 year period set forth in section 1129. Even so, the Debtors have clarified in Section 2.2 of the Plan that such payments will not be payable in less than annual installment payments commencing no later than the first anniversary of the entry of the confirmation order.	<b>Resolved</b>
<b>38.</b>	Section 2.2 of the Plan provides that no post-Effective Date interest will be paid on priority tax claims in violation of § 1129(a)(9)(C). [Pages 1-2; paragraphs 4-6]	This objection is substantively similar to that described in Item 32 above, and the response to Item 32 is incorporated herein by reference.	<b>Resolved</b>
<b>39.</b>	Section 2.2 of the Plan provides that the objector will receive no distribution for the unsecured penalty portion of its claims in violation of § 1129(b). [Pages 2-3; paragraph 7]	This objection is substantively similar to that described in Item 33 above, and the response to Item 33 is incorporated herein by reference.	<b>Resolved</b>
<b>40.</b>	The Plan does not provide for a remedy in the event of a default in plan payments, depriving the objector from pursuing Plan defaults under the state's statutory authority. [Page 3; paragraph 8]	This objection is substantively similar to that described in Item 36 above, and the response to Item 36 is incorporated herein by reference.	<b>Resolved</b>

<b>H. Louisiana Department of Revenue's Objection to Confirmation of Chapter 11 Plan [Docket No. 657]</b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>41.</b>	Section 2.1(c) of the Plan does not comply with § 503(d) with respect to administrative claims in that it fails to specify that a governmental unit shall not be required to file a request for payment of an expense described therein.  [Page 5; paragraph 3(a)]	The Debtors have revised Section 2.1 of the Plan in response to this objection to clarify that governmental units are not required to submit requests for payment as provided in section 503(b)(1)(D) of the Bankruptcy Code.	<b>Resolved</b>
<b>42.</b>	Section 2.1 of the Plan does not provide that the Debtors will fully comply with state tax laws by timely filing post-petition tax returns and paying all post-petition tax debts owed.  [Page 5; paragraph 3(b)]	This objection is substantively similar to that described in Item 31 above, and the response to Item 31 is incorporated herein by reference.	<b>Resolved</b>
<b>43.</b>	Section 2.2 of the Plan inserts approval of certain lenders into the manner of payment of priority tax claims.  [Page 6; paragraph 4(a)]	The Plan provides that the approval of such lender parties shall not be unreasonably withheld, which is a reasonable standard to provide parties who are supporting the Plan through the Restructuring Support Agreement.	<b>Resolved</b>
<b>44.</b>	The Plan fails to provide for post-confirmation and effective date interest to be paid on unsecured priority tax claims.  [Page 6-7; paragraph 4(b)]	This objection is substantively similar to that described in Item 32 above, and the response to Item 32 is incorporated herein by reference.	<b>Resolved</b>
<b>45.</b>	The Plan fails to specify the intervals of the regular installments of payment as either monthly or quarterly.  [Pages 7-8; paragraph 4(c)]	This objection is substantively similar to that described in Item 37 above, and the response to Item 37 is incorporated herein by reference.	<b>Resolved</b>

46.	Section 2.2 of the Plan provides for automatic disallowance of all penalty claims related to priority tax claims in violation of § 1129(a)(1). [Page 8; paragraph 5]	This objection is substantively similar to that described in Item 33 above, and the response to Item 33 is incorporated herein by reference.	<b>Resolved</b>
47.	Section 7.8 of the Plan improperly eliminates any creditors' setoff rights against the Debtors unless they are asserted prior to the confirmation hearing in a document filed with the Bankruptcy Court. [Page 8; paragraph 6]	This objection is substantively similar to that described in Item 34 above, and the response to Item 34 is incorporated herein by reference.	<b>Resolved</b>
48.	The objector should be excluded from any and all provisions declaring the Plan to be a settlement under § 363 and Rule 9019. [Page 10; paragraph 7(a)]	The Louisiana Taxing Authority is not a direct party to any of the settlements embodied in the Plan. This objection is addressed in paragraphs 125-130 of the Debtors' Memorandum of Law and should be overruled.	<b>Resolved</b>
49.	The Plan provides for overbroad releases and injunctions with respect to non-debtor third parties. [Page 10; paragraphs 7(b)-(c)]	As described in more detail in paragraphs 59-63 of the Debtors' Memorandum of Law, the Sprung and McShea Declarations, and as the Debtors are prepared to present at the Confirmation Hearing, the <i>Zenith</i> factors as applied in the Third Circuit weigh in favor of the Debtor Releases provided in the Plan. Moreover, as set forth in detail in the Debtors' Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.	<b>Resolved</b>
50.	The Plan has no remedies for default in the payment of priority tax creditors and such language should be added to the Plan or confirmation order to clarify tax creditors' default remedies pursuant to § 1123(a)(5)(g). [Pages 11-12; paragraph 8]	This objection is substantively similar to that described in Item 36 above, and the response to Item 36 is incorporated herein by reference.	<b>Resolved</b>

<b><i>I. Oracle's Reservation of Rights Regarding Debtors' Joint Chapter 11 Plan of Altegrity, Inc., Et. Al. [Docket No. 658]</i></b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>51.</b>	The proposed assumption of Oracle's contracts should be denied until all arrearages are paid in full.  [Pages 3-4; paragraphs 15-17]	The Debtors and Oracle have agreed to a revised cure amount listed on the Cure Schedule attached as <b>Exhibit B</b> to the Confirmation Order. The Debtors have also agreed to deliver a certificate of termination relating to licenses being rejected, the form of which has been agreed, at the time of the rejection of such licenses.	<b>Resolved</b>
<b>52.</b>	Oracle reserves its right to object further to the proposed cure and to assert the appropriate amounts owed with specificity.  [Page 4; paragraph 18]	See Item 51 above.	<b>Resolved</b>
<b>53.</b>	The deemed assumptions provided for in the Plan as to the Oracle contracts should be denied in the absence of adequate assurance pursuant to § 365(b)(1).  [Page 4; paragraphs 19-20]	See Item 51 above.	<b>Resolved</b>
<b><i>J. Reservation of Rights by Banc of America Leasing &amp; Capital LLC Regarding Debtors' Joint Plan [Docket No. 661]</i></b>			
<b>ITEM</b>	<b>OBJECTION</b>	<b>RESPONSE</b>	<b>STATUS</b>
<b>54.</b>	If the Debtors assume the contract relating to the Oracle Database Enterprise Edition, Banc of America Leasing & Capital reserves the right to object further to the cure amount and to assert appropriate amounts owed.  [Page 3; paragraph 17]	The Debtors agreed to reject contract relating to the Oracle Database Enterprise Edition, and Banc of America Leasing & Capital LLC has withdrawn its reservation of rights [Docket No. 800].	<b>Resolved</b>

55.	<p>Banc of America Leasing &amp; Capital reserves the right to amend, supplement and/or withdraw its reservation of rights prior to the confirmation hearing.</p> <p>[Page 3; paragraph 18]</p>	See Item 54 above.	<b>Resolved</b>
<p><b><i>K. Limited Objection of CBCInnovis, Inc. and FD Holdings, LLC to Plan Supplement and First Supplemental Plan Supplement [Docket No. 676]</i></b></p>			
ITEM	OBJECTION	RESPONSE	STATUS
56.	<p>CBC objects to the Debtors' proposed cure amount of \$0.00 and reserves its rights pursuant to its Agreements with the Debtors to assert its Claims against the Escrow. Clarification of the appropriate Cure Amount and source of payment thereon is appropriate.</p>	<p>In response to this objection, the Confirmation Order provides, (vi) "Notwithstanding anything in the Plan or this Confirmation Order to the contrary, nothing in the Plan shall impair, impede, limit, augment, or impact the rights, obligations, claims, or defenses of each of CBCInnovis, Inc. ("CBC"), FD Holdings, LLC ("FDH"), Kroll Factual Data, Inc., Altegrity, Inc., and/or Kroll, Inc. (collectively, the "<b>KFD Sale Parties</b>") with respect to that certain Escrow Agreement entered into as of January 20, 2015 by and between Kroll Factual Data, Inc., FD Holdings LLC and JPMorgan Chase Bank, N.A. (the "<b>Escrow Agreement</b>") creating and maintaining an escrow fund (the "<b>Escrow Fund</b>") in accordance with that certain Asset Purchase Agreement by and among the KFD Sale Parties; such rights to include, but not be limited to, the right of CBC and/or FDH to assert claims against the Escrow Fund for the liabilities identified in Claim Nos. 978, 1003, and 1083 filed in Case No. 15-10226; Claim Nos. 999, 1089, 1002 filed in Case No. 15-10251; and Claim Nos. 1131, 992, and 1134 filed in Case No 15-10249."</p>	<b>Resolved</b>

<i>L. Objection of Fairfield Property Associates, LLC to Debtors' Proposed Cure Amount [Docket No. 678]</i>			
ITEM	OBJECTION	RESPONSE	STATUS
57.	Fairfield objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it.	The Debtors and Fairfield Property Associates, LLC have agreed to a revised cure amount listed on the Cure Schedule attached as <b>Exhibit B</b> to the Confirmation Order.	<b>Resolved</b>
<i>M. Objection of Verizon Communications Inc. [Docket No. 683]</i>			
ITEM	OBJECTION	RESPONSE	STATUS
58.	Verizon objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it.	The Debtors and Verizon have agreed to hear and resolve the dispute governing the cure amount following the Confirmation Hearing.	<b>Resolved for Purposes of Plan Confirmation</b>
<i>N. Limited Objection and Reservation of Rights of Salesforce.com [Docket No. 685]</i>			
ITEM	OBJECTION	RESPONSE	STATUS
59.	Salesforce.com objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.	The Debtors and Salesforce.com have agreed to hear and resolve the dispute governing the cure amount following the Confirmation Hearing.	<b>Resolved for Purposes of Plan Confirmation</b>
<i>O. Limited Objection of LexisNexis Creditors to Proposed Cure Amounts [Docket No. 725]</i>			
ITEM	OBJECTION	RESPONSE	STATUS
60.	LexisNexis objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.	The Debtors and LexisNexis have agreed to a revised cure amount listed on the Cure Schedule attached as <b>Exhibit B</b> to the Confirmation Order.	<b>Resolved</b>

<i>P. Informal Objection of Spencer Hoyt [Docket No. 733]</i>			
ITEM	OBJECTION	RESPONSE	STATUS
61.	Counsel for class action claimant expressed concern that the Plan may affect the availability of insurance and contractual obligations of insurers.	In response to this objection, the Confirmation Order provides, “Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court, any and all obligations of the Debtors’ Insurer(s) or the Reorganized Debtors’ Insurer(s) to fund any amounts under any agreement assumed by the Debtors or the Reorganized Debtors as applicable shall remain in full force and effect and nothing in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court shall in any way discharge, alter, modify, eliminate, release, limit, impair or diminish such obligations.”	<b>Resolved</b>
62.	Counsel for class action claimant expressed concern that class proof of claim would be expunged upon the Effective Date under the Confirmation Order prior to the formal approval of the settlement agreement pending before the District Court for the Southern District of California.	In response to this objection, the Confirmation Order provides, “Notwithstanding anything in the Plan or this Confirmation Order or any other documents filed, executed or to be executed in connection with confirmation or the effectiveness of the Plan or any other prior order of the Bankruptcy Court, proof of claim number 1147 (“ <b>Claim 1147</b> ”) shall remain a pending claim against the Debtors and the Reorganized Debtors notwithstanding the assumption on the Effective Date of the Class Action Settlement Agreement by and among Plaintiff Spencer Hoyt, on behalf of himself and the members of the Settlement Class and HireRight, Inc., in Case No.: 3:13-cv-01432-BAS-BML, filed on January 30, 2015 [Docket No. 119-3] in the United States District Court for the Southern District of California (the “ <b>Hoyt Settlement Agreement</b> ”). Claim 1147 shall only be disallowed and expunged upon final approval of the Hoyt Settlement Agreement by the United States District Court for the Southern District of California or another court of competent jurisdiction and full consummation of all obligations under the Hoyt Settlement Agreement including but not limited to payment of all amounts set forth in the Hoyt	<b>Resolved</b>

		<p>Settlement Agreement. For the avoidance of doubt, if the Hoyt Settlement Agreement is voided or rescinded pursuant to its terms, then Claim 1147 shall be subject to the claims allowance process in the Chapter 11 Cases.”</p>	
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**EXHIBIT 2**

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*In re Altegrity, Inc.*

**Chapter 11 Case No. 15-10236 (LSS) (Jointly Administered)**

**Summary of the Debtors’ Responses to Objections to Confirmation<sup>1</sup>**

<b>Objections</b>	<b>Page No.</b>
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<a href="#"><u>B. United States Trustee’s Objection to Confirmation of Joint Chapter 11 Plan of Altegrity, Inc., Et. Al. [Docket No. 671]</u></a>	3
<a href="#"><u>C. Objection to Confirmation of Joint Chapter 11 Plan by Carrie Wirt, Class Action Plaintiff [Docket No. 655]</u></a>	1
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<a href="#"><u>E. Reservation of Rights of Liberty Mutual Insurance Company [Docket No. 733]</u></a>	4
<a href="#"><u>F. Texas Comptroller of Public Accounts’ Objection to Confirmation of the Joint Chapter 11 Plan of Altegrity, Inc. Et. Al. [Docket No. 650]</u></a>	1
<a href="#"><u>G. Tennessee Department of Revenue’s Objection to Confirmation of Debtors’ Joint Chapter 11 Plan [Docket No. 656]</u></a>	3
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<sup>1</sup> Capitalized terms used but not otherwise defined in this Chart have the meanings provided to such terms in the *Joint Chapter 11 Plan of Altegrity, Inc., et al.* [Docket No. 532] (as may be amended, supplemented or modified, the “**Plan**”).

<u><i>O. Limited Objection of LexisNexis Creditors to Proposed Cure Amounts [Docket No. 725]</i></u> .....	8
<u><i>P. Informal Objection of Spencer Hoyt [Docket No. 733]</i></u> .....	9

<b>A. United States' Objection to Confirmation [Docket No. 654]</b>			
<b>1.</b>	The objection serves as a timely assertion of the United States' setoff and recoupment rights. [Pages 5-7; paragraphs 15-22]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>2.</b>	The Plan must recognize the United States' ability to seek a determination of nondischargeability as to conduct in connection with the FCA lawsuit at any time. [Pages 7-11; paragraphs 23-37]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>3.</b>	The Plan improperly provides the Liquidating Debtors with a discharge in violation of § 1141(d)(3). [Page 9; paragraph 31]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>
<b>4.</b>	The United States requests additional time to file a non-dischargeability complaint or intervene in the relator's non-dischargeability adversary proceeding. [Pages 13-14; paragraphs 42-47]	The Debtors have filed a motion for approval of a comprehensive settlement with the United States that effects a full release of certain mutually asserted claims. Upon approval of the settlement, the Debtors believe this objection has been resolved.	<b>Resolved, Pending Settlement Approval</b>

<p>5.</p>	<p>The Plan impermissibly releases non-debtor third parties, and no showing has been made justifying release of non-Debtors with respect to potential FCA and ERISA liabilities.</p> <p>[Pages 14-19; paragraphs 48-60]</p>	<p>In response to this objection, the Confirmation Order provides, “Notwithstanding any provision of the Plan (including, without limitation Section 9.3 of the Plan) or the Confirmation Order providing for the release of non-debtors, or any injunction on behalf of non-debtors, nothing in the Plan or the Confirmation Order shall (a) discharge or release any ERISA fiduciaries, parties in interest and knowing participants, in each case to the extent not a Debtor (the ‘Non-Debtor ERISA Parties’) from any actions brought by the Secretary of Labor, United States Department of Labor (the ‘Secretary’) pursuant to ERISA against Non-Debtor ERISA Parties, or (b) enjoin the Secretary from pursuing such actions against Non-Debtor ERISA Parties.”</p>	<p><b>Resolved</b></p>
<p>6.</p>	<p>The Plan should not affect USIS’s contractual and legal obligations to safeguard government data.</p> <p>[Pages 17-18; paragraphs 61-65]</p>	<p>In response to this objection, the Confirmation Order <del>currently</del> provides, <del>“Notwithstanding anything in the Plan or this Confirmation Order to the contrary, to the extent that the Liquidating Debtors are, upon entry of this Confirmation Order, in possession of any data or records that are property of the federal government, absent the prior written consent of the United States Department of Homeland Security or an order of the Bankruptcy Court, the Liquidating Debtors shall maintain such data in accordance with all applicable federal laws and regulations relating to the security of such data.”</del> <del>The Debtors continue to discuss with applicable government representatives the specific processes and procedures by which data will be maintained and safeguarded during the wind down of the Liquidating Debtors.</del> <u>Any government data or records in the Debtors’ or Reorganized Debtors’ possession or custody, including information acquired through contracts or agreements with the Department of Homeland Security (“DHS”) or any of its components, including Customs and Border Protection (“CBP”), or with the Office of Personnel Management on behalf of DHS or its components (the “Government Data”), is not the Debtors’ or Reorganized Debtors’ property.</u></p> <p><u>Absent either a further court order or an agreed written protocol among the Debtors or Reorganized Debtors, as applicable, and DHS and CBP, the Debtors and Reorganized Debtors:</u></p>	<p><b>Parties are in Ongoing Discussions Toward a Consensual Resolution</b> <u>Resolved</u></p>

		<p><u>(i) shall not destroy, sell, transfer, duplicate, or otherwise dispose of any Government Data; and</u></p> <p><u>(ii) shall continue to preserve any Government Data.</u></p> <p><u>DHS and its components (including CBP) are seeking appropriate preservation and/or disposition of their data. Accordingly, the Debtors and Reorganized Debtors shall negotiate in good faith with DHS and CBP on a protocol for the ultimate turnover or disposition of the Government Data. DHS and CBP, on the one hand, and the Debtors and Reorganized Debtors, on the other hand, may implement any agreed protocol without further court order. If DHS/CBP and the Debtors/Reorganized Debtors are unable to agree on a protocol following good-faith negotiations, either the United States on behalf of DHS/CBP or the Debtors/Reorganized Debtors, as applicable, may move for a court order from the Bankruptcy Court (as to which none of DHS, CBP, the Debtors and the Reorganized Debtors shall contest jurisdiction or move to have the dispute heard in an alternate forum or venue) to implement a protocol regarding Government Data.”</u></p>	
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7.	<p>The Plan should recognize the requirement of obtaining the United States' consent before assuming or assigning contracts or leases with the United States.</p> <p>[Page 19; paragraphs 66-68]</p>	<p>The Debtors and the United States have entered into a comprehensive settlement, which provides that the Debtors will obtain the consent of the United States prior to assuming any executory contracts or unexpired leases. Therefore, this objection has been resolved.</p>	<b>Resolved</b>
<b>B. United States Trustee's Objection to Confirmation of Joint Chapter 11 Plan of Altegrity, Inc., Et. Al. [Docket No. 671]</b>			
8.	<p>The Plan provides releases by the Debtors and their estates of non-debtor parties without a showing under the <i>Zenith</i> factors as to each party to be released.</p> <p>[Pages 7-8; paragraphs 18-20]</p>	<p>As described in more detail in paragraphs 59-63 of the Debtors' Memorandum of Law, the Sprung and McShea Declarations, and as the Debtors are prepared to present at the Confirmation Hearing, the <i>Zenith</i> factors as applied in the Third Circuit weigh in favor of the Debtor Releases provided in the Plan. Moreover, as set forth in detail in the Debtors' Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.</p>	<del>Under Review by Objector</del> <b>Resolved</b>
9.	<p>The record does not support approval of non-consensual third-party releases, particularly as to entities deemed to accept the Plan, whose rights against non-Debtor third parties are released and extinguished.</p> <p>[Page 10; paragraph 25]</p>	<p>The Debtors have filed Technical Modifications to the Plan and the proposed Confirmation Order, which clarify that they will not seek to impose the third-party releases against holders of Claims or Interests that opted out of the third-party releases. As set forth in more detail in the Debtors' Memorandum of Law, courts in this district have found that a release of a non-debtor is consensual where the creditor was given the opportunity to "opt out" of the release (as is the case here) but failed to do so.</p> <p>Moreover, courts have similarly found that a release of a non-debtor is consensual where the creditor is unimpaired and is deemed to accept the Plan. <i>See Indianapolis Downs</i>, 486 B.R. at 306 ("the third party releases in question bind certain unimpaired creditors who are deemed to accept the Plan: these creditors are being paid in full and have therefore received consideration for the releases."); <i>Spansion</i>, 426 B.R. at 144 (finding that a release was not overreaching to the extent it bound unimpaired classes deemed</p>	<del>Under Review by Objector</del> <b>Resolved</b>

		to accept the plan since those creditors were being paid in full and had received adequate consideration of the release). The court in <i>Spansion</i> noted that “the silence of the unimpaired classes on this issue is persuasive.” <i>Id.</i> at 305.	
10.	No entity should have a release imposed on it after opting out of the Plan’s release provisions. [Page 10; paragraph 25]	The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Order, that they will not seek to impose the third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection by the United States Trustee.	<b>Resolved</b>
11.	Certain categories of persons, such as the Debtors’ directors, officers and employees, are not entitled to non-consensual third party releases pursuant to applicable case law. [Page 10; paragraph 26]	This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.	<b>Resolved</b>
12.	The Debtors’ professionals and the members of the Creditors’ Committee and its professionals are not entitled to non-consensual third-party releases pursuant to applicable case law, and are fully protected by the Plan’s exculpation provision. [Pages 10-11; paragraph 26]	With respect to non-consensual third-party releases, this objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.— <del>With respect to the Plan’s exculpation provision, the Debtors understand that the United States Trustee is reviewing the Debtors’ revised request for exculpation under Section 9.4 of the Plan.</del>	<del>Under Review by Objector</del> <b>Resolved</b>
13.	The non-consensual third-party releases of non-debtor “affiliates” of the Debtors should be disallowed under Third Circuit case law. [Page 11; paragraph 27]	This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.	<b>Resolved</b>



14.	<p>Section 9.4 of the Plan improperly provides exculpation to nonstate fiduciaries and should be amended so that it covers only fiduciaries of the Debtors' estates.</p> <p>[Pages 11-12; paragraphs 30-33]</p>	<p>The Debtors have revised Section 9.4 of the Plan in order to limit exculpation solely to estate fiduciaries.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
15.	<p>Section 9.5 of the Plan is overly broad in that it provides a discharge to "Immediately Liquidating Debtors."</p> <p>[Pages 12-13; paragraph 34]</p>	<p>The Liquidating Debtors are not liquidating immediately, but instead will continue an orderly wind-down of the USIS business (including in certain circumstances maintaining limited business operations) in a deliberate manner. The Debtors are prepared to make such a clarification and representation on the record at the Confirmation Hearing.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
16.	<p>To the extent there are any claims excepted from discharge by § 1141(d)(6) of the Bankruptcy Code, such claims should be excluded from the scope of section 9.5 of the Plan.</p> <p>[Page 13; paragraph 35]</p>	<p>The Debtors and the United States have entered into a settlement agreement with respect to the claims that were the subject of this objection. In Section 9.3 of the Plan, the Debtors had already made clear that USIS would not be discharged of any liability resulting from claims brought in the case <i>United States of America, ex rel., Blake Percival v. U.S. Investigations Services, LLC</i>, Case 14-cv-00726-RMC (D.C. Cir.). Subject to confirmation on the record at the Confirmation Hearing, the Debtors and U.S. Trustee have reached a consensual resolution of this objection.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>

C. Objection to Confirmation of Joint Chapter 11 Plan by Carrie Wirt, Class Action Plaintiff [Docket No. 655]		
<p><b>17.</b></p> <p>The releases and injunction appear to impermissibly attempt to reach objector’s non-monetary claims for declaratory and injunctive relief against the Debtors’ ongoing violations of federal and state consumer reporting protections.</p> <p>[Page 4; paragraph 11]</p>	<p>The Debtors have added language to Section 9.3 of the Plan clarifying that nothing in Section 9.2 or 9.3 of the Plan discharges or releases the Debtors from prospective injunctive relief due to violation of law.</p>	<p><del>Under Review by Objector</del> <b>Resolved</b></p>
<p><b>18.</b></p> <p>The proposed Plan releases impermissibly extinguish objector’s third-party claims against non-debtor parties, and are impermissible to the extent the Debtors intend to impose the releases on creditors notwithstanding their opt out.</p> <p>[Pages 4-6; paragraphs 12-16]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<p><b>Resolved</b></p>
<p><b>19.</b></p> <p>The injunction is impermissibly broad to the extent it limits the ability of the objector to seek recovery against insurers.</p> <p>[Pages 6-7; paragraphs 17-18]</p>	<p>In response to this objection, the Confirmation Order provides, “Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court, any and all obligations of the Debtors’ Insurer(s) or the Reorganized Debtors’ Insurer(s) to fund any amounts under any agreement assumed by the Debtors or the Reorganized Debtors as applicable shall remain in full force and effect and nothing in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court shall in any way discharge, alter, modify, eliminate, release, limit, impair or diminish such obligations.”</p>	<p><del>Under Review by Objector</del> <b>Resolved</b></p>

20.	<p>The discharge is impermissibly broad and should be modified to exclude the objector's civil action in order to allow liquidation of her claims against applicable insurance proceeds.</p> <p>[Pages 7-8; paragraphs 19-20]</p>	<p>This is not a plan confirmation objection. If the objecting party believes it is appropriate to lift the bankruptcy stay or plan injunction, the objecting party should resolve the lifting of the stay/injunction through the lift stay/injunction process and the objecting party has filed such a lift stay motion.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
21.	<p>The Plan violates § 1129(a)(7)(a) to the extent it limits the objector's ability to seek recovery from the Debtors' insurers.</p> <p>[Page 8; paragraph 21]</p>	<p>This objection is substantively similar to that described in Item 19 above, and the response to Item 19 is incorporated herein by reference.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
<p><b><i>D. Objection by Bus Driver Plaintiffs to Confirmation of Debtors' Joint Chapter 11 Plan [Docket No. 673]</i></b></p>			
22.	<p>The court lacks subject matter jurisdiction over certain third party claims that the Debtors seek to include in third-party releases because (a) the third party releasing claimants have not affirmatively consented to the releases and (b) the Released Parties provide no consideration to support the proposed releases.</p> <p>[Page 9; paragraph 18]</p>	<p>The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Procedures, they will not seek to impose third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection because third-party releases under the Plan are entirely consensual. Moreover, as set forth in detail in the Debtors' Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
23.	<p>The deemed non-consensual third party releases fall outside the court's "related to" jurisdiction under Third Circuit case law in that third party claims do not directly or immediately impact the Debtors.</p> <p>[Pages 9-15; paragraphs 20-29]</p>	<p>The Debtors have clarified that, notwithstanding their reservation of rights in the Solicitation Procedures, they will not seek to impose third-party releases on creditors who have validly opted out of the releases, and the third-party releases under the Plan are entirely consensual. Thus, there is no basis for objection because third-party releases under the Plan are entirely consensual.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>

24.	<p>As an Article I tribunal, the court lacks constitutional authority to approve on a final basis the deemed release of state law claims held by one non-debtor against another non-debtor under <i>Stern v. Marshall</i>.</p> <p>[Page 15; paragraph 30]</p>	<p>The Bus Driver Plaintiffs' reliance on <i>Stern v. Marshall</i>, 131 S. Ct. 2594 (2011), is misplaced. As the objection notes, <i>Stern v. Marshall</i> provides that under certain circumstances, bankruptcy courts lack constitutional jurisdiction under Article III of the U.S. Constitution to enter final judgment on a state law cause of action that is not resolved in the process of ruling on a creditor's claim. Determination of the Plan's release provisions, however, does not require the Court to adjudicate the underlying claims at issue in the Bus Driver Plaintiffs' civil action.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
25.	<p>A third party release requires the affirmative vote or consent of the releasing third party and the Debtors cannot force non-consenting, non-voting creditors to relinquish their rights against third parties.</p> <p>[Page 19; paragraph 37]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<p><b>Resolved</b></p>
26.	<p>The Plan fails to demonstrate an identity of interest between the Debtors and each of the Released Parties and a substantial contribution to the plan by each of the Released Parties.</p> <p>[Page 21; paragraphs 40-41]</p>	<p>This objection is substantively similar to that described in Item 9 above, and the response to Item 9 is incorporated herein by reference.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>
27.	<p>The Bus Driver Plaintiffs do not consent to the non-debtor releases and their consent should not be deemed by the Plan.</p> <p>[Page 22; paragraph 42]</p>	<p>This objection is substantively similar to that described in Item 10 above, and the response to Item 10 is incorporated herein by reference.</p>	<p><b>Resolved</b></p>
28.	<p>The third-party releases of the Debtors' current and former officers and directors are impermissible pursuant to applicable law.</p> <p>[Page 23; paragraph 45]</p>	<p>This objection is substantively similar to that described in Item 11 above, and the response to Item 11 is incorporated herein by reference.</p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>

<p>29.</p>	<p>The Debtors' releases and third party releases do not carve out acts constituting willful misconduct, gross negligence or fraud.  [Page 23; paragraph 46]</p>	<p>The Debtors and the objecting party <del>are continuing to discuss a resolution to the</del><u>have resolved this</u> objection.</p>	<p><del>Under Review by Objector</del><u>Resolved</u></p>
<p><b><i>E. Reservation of Rights of Liberty Mutual Insurance Company [Docket No. 733]</i></b></p>			
<p>30.</p>	<p>Liberty Mutual objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.</p>	<p>The Debtors and Liberty Mutual have agreed to include the following language in the Confirmation Order: "Notwithstanding anything to the contrary in the Plan Documents, nothing in the Plan Documents (including any provision that purports to be preemptory or supervening) shall in any way operate to, or have the effect of, impairing in any respect the legal, equitable or contractual rights and defenses of the insureds or insurers under any insurance policy issued by Liberty Mutual Insurance Company or its affiliates (collectively, "<b>Liberty</b>") or Continental Casualty Company (together with Liberty, the "<b>Insurers</b>") for the benefit of the Debtors or their affiliates or any related agreements (collectively, the "<b>Insurance Agreements</b>") or under any applicable non-bankruptcy law, including without limitation the Insurers' rights to draw on letters of credit issued for the Insurers' benefit or to apply escrowed amounts held by the Insurers, the Insurers' rights of setoff and recoupment, and the Insurers' rights to handle, control, direct and approve settlement of claims covered by the Insurance Agreements. The rights and obligations of the insureds and the insurers under the Insurance Agreements shall be determined under the applicable Insurance Agreements, including all terms, conditions, limitations and exclusions thereof, which shall remain in full force and effect, and any applicable non-bankruptcy law."</p>	<p><b>Resolved</b></p>

**F. Texas Comptroller of Public Accounts' Objection to Confirmation of the Joint Chapter 11 Plan of Altegrity, Inc. Et. Al. [Docket No. 650]**

<p><b>31.</b></p>	<p>The Plan should provide that the Debtors will fully comply with Texas tax laws, including timely filing and payment of all required post-petition tax returns and that the entire amount, including tax, interest and penalties will be paid in one lump sum when due without the need for filing a request for payment.</p> <p>[Pages 2-3; paragraph 5]</p>	<p>The Debtors intend to fully comply with applicable Texas tax laws with respect to post-petition conduct. The Bankruptcy Code requires a debtor to manage and operate property in its possession “according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound if in possession thereof.” 28 U.S.C. § 959(b). The Plan does not purport to limit any post-emergence obligations of the Reorganized Debtors.</p> <p>The Plan cannot and should not provide for all payments of post-petition tax returns to be made in one “lump sum.” Instead, payments on account of post-petition tax returns should be paid in the ordinary course of business as they become due. Section 2.2 of the Plan has been revised to provide that “[a]ll Allowed Priority Tax Claims that arose after the Petition Date but are not due and payable on or before the Effective Date shall be paid in the ordinary course of business as they become due. All distributions on account of Allowed Priority Tax Claims shall be made by the Debtors.”</p>	<p><del>Under Review by Objector</del> <b>Resolved</b></p>
<p><b>32.</b></p>	<p>Section 2.2 of the Plan provides that no post-Effective Date interest will be paid on priority tax claims in violation of § 1129(a)(9)(C).</p> <p>[Page 3; paragraphs 6-10]</p>	<p>In response to this objection, Section 2.2 of the Plan has been revised to provide that any Allowed Priority Tax Claims paid over time shall include interest to which the holder of such Priority Tax Claim may be entitled, calculated in accordance with section 511 of the Bankruptcy Code.</p>	<p><b>Resolved</b></p>
<p><b>33.</b></p>	<p>Section 2.2 of the Plan provides for automatic disallowance of all penalty claims related to priority tax claims in violation of § 1129(a)(1).</p> <p>[Page 4; paragraphs 11-13]</p>	<p>In response to this objection, the Debtors have deleted the provision in Section 2.2 related to penalty claims and any such penalty claims shall be resolved in the context of claims resolution.</p>	<p><b>Resolved</b></p>

<p>34.</p>	<p>Section 7.8 of the Plan potentially impairs the Comptroller’s setoff rights if they are not asserted against the Debtors prior to the Confirmation Hearing in a document filed with the Bankruptcy Court explicitly preserving such setoff right, in violation of § 553 and § 1129(a)(1).  [Pages 5-6; paragraphs 14-18]</p>	<p>To the extent that the objector asserted these rights in its proof of claim, the matter will be addressed as part of the claims reconciliation process and to the extent rights of setoff, recoupment, counter-claim, cross-claim, cost recovery or other defense rights are permitted by applicable law as a purely defensive measure notwithstanding the operation of bankruptcy law, parties may assert such rights to the extent the Debtors ever bring post-confirmation litigation against the opposing party (subject to the Debtors’ reservation of rights to contest them on all grounds). Accordingly, the Debtors do not believe an amendment to the Plan is appropriate.</p>	<p><del>Under Review by Objector</del> <a href="#">Resolved</a></p>
<p>35.</p>	<p>Sections 9.3 and 9.6 of the Plan provide for overly broad releases and injunctions to non-debtor third parties.  [Pages 6-7; paragraphs 19-23]</p>	<p>The Debtors have added to Section 9.3 of the Plan: “Notwithstanding any other provision of this Plan, nothing in Section 9.2 or this Section 9.3 discharges or releases (1) . . . , <del>(5)</del> or otherwise enjoins any state taxing authority from pursuing any Person (as defined by 11 U.S.C. § 101(41)) or party that is not a Debtor, <u>provided</u> that as long as the Debtors or the Reorganized Debtors have paid all amounts that are due and owing that are not disputed, such state taxing authorities shall not pursue any non-Debtor, <del>or (6) . . . parties.</del>”</p>	<p><del>Under Review by Objector</del> <a href="#">Resolved</a></p>
<p>36.</p>	<p>The Plan has no remedies for default in the payment of priority tax creditors and such language should be added to the Plan or confirmation order to clarify tax creditors’ default remedies pursuant to § 1123(a)(5)(G).  [Pages 7-8; paragraphs 24-25]</p>	<p>Section 1123(a)(5)(G) of the Bankruptcy Code does not require the Debtors to provide for remedies for default in the payment of priority tax creditors. Accordingly, the Debtors do not believe an amendment to the Plan is appropriate.</p>	<p><del>Under Review by Objector</del> <a href="#">Resolved</a></p>

<b>G. Tennessee Department of Revenue's Objection to Confirmation of Debtors' Joint Chapter 11 Plan [Docket No. 656]</b>			
<b>37.</b>	Section 2.2 of the Plan does not provide for a payment interval for priority tax claims. [Page 1; paragraphs 1-2]	See Item 31 above. In addition, the Bankruptcy Code does not require a specific interval to be set with respect to the 5 year period set forth in section 1129. Even so, the Debtors have clarified in Section 2.2 of the Plan that such payments will not be payable in less than annual installment payments commencing no later than the first anniversary of the entry of the confirmation order.	<del>Under Review by Objector</del> <b>Resolved</b>
<b>38.</b>	Section 2.2 of the Plan provides that no post-Effective Date interest will be paid on priority tax claims in violation of § 1129(a)(9)(C). [Pages 1-2; paragraphs 4-6]	This objection is substantively similar to that described in Item 32 above, and the response to Item 32 is incorporated herein by reference.	<b>Resolved</b>
<b>39.</b>	Section 2.2 of the Plan provides that the objector will receive no distribution for the unsecured penalty portion of its claims in violation of § 1129(b). [Pages 2-3; paragraph 7]	This objection is substantively similar to that described in Item 33 above, and the response to Item 33 is incorporated herein by reference.	<b>Resolved</b>
<b>40.</b>	The Plan does not provide for a remedy in the event of a default in plan payments, depriving the objector from pursuing Plan defaults under the state's statutory authority. [Page 3; paragraph 8]	This objection is substantively similar to that described in Item 36 above, and the response to Item 36 is incorporated herein by reference.	<del>Under Review by Objector</del> <b>Resolved</b>



<b>H. Louisiana Department of Revenue's Objection to Confirmation of Chapter 11 Plan [Docket No. 657]</b>			
<b>41.</b>	Section 2.1(c) of the Plan does not comply with § 503(d) with respect to administrative claims in that it fails to specify that a governmental unit shall not be required to file a request for payment of an expense described therein.  [Page 5; paragraph 3(a)]	The Debtors have revised Section 2.1 of the Plan in response to this objection to clarify that governmental units are not required to submit requests for payment as provided in section 503(b)(1)(D) of the Bankruptcy Code.	<del>Under Review by Objector</del> <b>Resolved</b>
<b>42.</b>	Section 2.1 of the Plan does not provide that the Debtors will fully comply with state tax laws by timely filing post-petition tax returns and paying all post-petition tax debts owed.  [Page 5; paragraph 3(b)]	This objection is substantively similar to that described in Item 31 above, and the response to Item 31 is incorporated herein by reference.	<del>Under Review by Objector</del> <b>Resolved</b>
<b>43.</b>	Section 2.2 of the Plan inserts approval of certain lenders into the manner of payment of priority tax claims.  [Page 6; paragraph 4(a)]	The Plan provides that the approval of such lender parties shall not be unreasonably withheld, which is a reasonable standard to provide parties who are supporting the Plan through the Restructuring Support Agreement.	<b>Resolved</b>
<b>44.</b>	The Plan fails to provide for post-confirmation and effective date interest to be paid on unsecured priority tax claims.  [Page 6-7; paragraph 4(b)]	This objection is substantively similar to that described in Item 32 above, and the response to Item 32 is incorporated herein by reference.	<b>Resolved</b>
<b>45.</b>	The Plan fails to specify the intervals of the regular installments of payment as either monthly or quarterly.  [Pages 7-8; paragraph 4(c)]	This objection is substantively similar to that described in Item 37 above, and the response to Item 37 is incorporated herein by reference.	<del>Under Review by Objector</del> <b>Resolved</b>

46.	<p>Section 2.2 of the Plan provides for automatic disallowance of all penalty claims related to priority tax claims in violation of § 1129(a)(1).</p> <p>[Page 8; paragraph 5]</p>	<p>This objection is substantively similar to that described in Item 33 above, and the response to Item 33 is incorporated herein by reference.</p>	<b>Resolved</b>
47.	<p>Section 7.8 of the Plan improperly eliminates any creditors' setoff rights against the Debtors unless they are asserted prior to the confirmation hearing in a document filed with the Bankruptcy Court.</p> <p>[Page 8; paragraph 6]</p>	<p>This objection is substantively similar to that described in Item 34 above, and the response to Item 34 is incorporated herein by reference.</p>	<del>Under Review by Objector</del> <b>Resolved</b>
48.	<p>The objector should be excluded from any and all provisions declaring the Plan to be a settlement under § 363 and Rule 9019.</p> <p>[Page 10; paragraph 7(a)]</p>	<p>The Louisiana Taxing Authority is not a direct party to any of the settlements embodied in the Plan. This objection is addressed in paragraphs 125-130 of the Debtors' Memorandum of Law and should be overruled.</p>	<del>Under Review by Objector</del> <b>Resolved</b>
49.	<p>The Plan provides for overbroad releases and injunctions with respect to non-debtor third parties.</p> <p>[Page 10; paragraphs 7(b)-(c)]</p>	<p>As described in more detail in paragraphs 59-63 of the Debtors' Memorandum of Law, the Sprung and McShea Declarations, and as the Debtors are prepared to present at the Confirmation Hearing, the <i>Zenith</i> factors as applied in the Third Circuit weigh in favor of the Debtor Releases provided in the Plan. Moreover, as set forth in detail in the Debtors' Memorandum of Law, the third party-releases constitute a good faith settlement and compromise of claims released through the third party releases, given in exchange for good and valuable consideration.</p>	<del>Under Review by Objector</del> <b>Resolved</b>
50.	<p>The Plan has no remedies for default in the payment of priority tax creditors and such language should be added to the Plan or confirmation order to clarify tax creditors' default remedies pursuant to § 1123(a)(5)(g).</p> <p>[Pages 11-12; paragraph 8]</p>	<p>This objection is substantively similar to that described in Item 36 above, and the response to Item 36 is incorporated herein by reference.</p>	<del>Under Review by Objector</del> <b>Resolved</b>

<b><i>I. Oracle's Reservation of Rights Regarding Debtors' Joint Chapter 11 Plan of Altegrity, Inc., Et. Al. [Docket No. 658]</i></b>			
<b>51.</b>	The proposed assumption of Oracle's contracts should be denied until all arrearages are paid in full.  [Pages 3-4; paragraphs 15-17]	The Debtors and Oracle have agreed to a revised cure amount listed on the Cure Schedule attached as <b>Exhibit B</b> to the Confirmation Order. <a href="#"><u>The Debtors have also agreed to deliver a certificate of termination relating to licenses being rejected, the form of which has been agreed, at the time of the rejection of such licenses.</u></a>	<b>Resolved</b>
<b>52.</b>	Oracle reserves its right to object further to the proposed cure and to assert the appropriate amounts owed with specificity.  [Page 4; paragraph 18]	See Item 51 above.	<b>Resolved</b>
<b>53.</b>	The deemed assumptions provided for in the Plan as to the Oracle contracts should be denied in the absence of adequate assurance pursuant to § 365(b)(1).  [Page 4; paragraphs 19-20]	See Item 51 above.	<b>Resolved</b>
<b><i>J. Reservation of Rights by Banc of America Leasing &amp; Capital LLC Regarding Debtors' Joint Plan [Docket No. 661]</i></b>			
<b>54.</b>	If the Debtors assume the contract relating to the Oracle Database Enterprise Edition, Banc of America Leasing & Capital reserves the right to object further to the cure amount and to assert appropriate amounts owed.  [Page 3; paragraph 17]	The Debtors agreed to reject contract relating to the Oracle Database Enterprise Edition, and Banc of America Leasing & Capital LLC has withdrawn its reservation of rights [Docket No. 800].	<b>Resolved</b>

55.	Banc of America Leasing & Capital reserves the right to amend, supplement and/or withdraw its reservation of rights prior to the confirmation hearing.  [Page 3; paragraph 18]	See Item 54 above.	<b>Resolved</b>
<b><i>K. Limited Objection of CBCInnovis, Inc. and FD Holdings, LLC to Plan Supplement and First Supplemental Plan Supplement [Docket No. 676]</i></b>			
56.	CBC objects to the Debtors' proposed cure amount of \$0.00 and reserves its rights pursuant to its Agreements with the Debtors to assert its Claims against the Escrow. Clarification of the appropriate Cure Amount and source of payment thereon is appropriate.	In response to this objection, the Confirmation Order provides, (vi) "Notwithstanding anything in the Plan or this Confirmation Order to the contrary, nothing in the Plan shall impair, impede, limit, augment, or impact the rights, obligations, claims, or defenses of each of CBCInnovis, Inc. (" <b>CBC</b> "), FD Holdings, LLC (" <b>FDH</b> "), Kroll Factual Data, Inc., Altegrity, Inc., and/or Kroll, Inc. (collectively, the " <b>KFD Sale Parties</b> ") with respect to that certain Escrow Agreement entered into as of January 20, 2015 by and between Kroll Factual Data, Inc., FD Holdings LLC and JPMorgan Chase Bank, N.A. (the " <b>Escrow Agreement</b> ") creating and maintaining an escrow fund (the " <b>Escrow Fund</b> ") in accordance with that certain Asset Purchase Agreement by and among the KFD Sale Parties; such rights to include, but not be limited to, the right of CBC and/or FDH to assert claims against the Escrow Fund for the liabilities identified in Claim Nos. 978, 1003, and 1083 filed in Case No. 15-10226; Claim Nos. 999, 1089, 1002 filed in Case No. 15-10251; and Claim Nos. 1131, 992, and 1134 filed in Case No 15-10249."	<b>Resolved</b>
<b><i>L. Objection of Fairfield Property Associates, LLC to Debtors' Proposed Cure Amount [Docket No. 678]</i></b>			
57.	Fairfield objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it.	The Debtors and Fairfield Property Associates, LLC have agreed to a revised cure amount listed on the Cure Schedule attached as <b>Exhibit B</b> to the Confirmation Order.	<b>Resolved</b>

<b><i>M. Objection of Verizon Communications Inc. [Docket No. 683]</i></b>			
<b>58.</b>	Verizon objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it.	The Debtors and Verizon have agreed to hear and resolve the dispute governing the cure amount following the Confirmation Hearing.	<b>Resolved for Purposes of Plan Confirmation</b>
<b><i>N. Limited Objection and Reservation of Rights of Salesforce.com [Docket No. 685]</i></b>			
<b>59.</b>	Salesforce.com objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.	The Debtors and Salesforce.com have agreed to hear and resolve the dispute governing the cure amount following the Confirmation Hearing.	<b>Resolved for Purposes of Plan Confirmation</b>
<b><i>O. Limited Objection of LexisNexis Creditors to Proposed Cure Amounts [Docket No. 725]</i></b>			
<b>60.</b>	LexisNexis objects that the Debtors' proposed cure amount does not reflect the full amount due and owing to it and reserves its rights to object to assumption of its agreements if the full cure amount is not paid.	The Debtors and LexisNexis have agreed to a revised cure amount listed on the Cure Schedule attached as <b><u>Exhibit B</u></b> to the Confirmation Order.	<b>Resolved</b>
<b><i>P. Informal Objection of Spencer Hoyt [Docket No. 733]</i></b>			
<b>61.</b>	Counsel for class action claimant expressed concern that the Plan may affect the availability of insurance and contractual obligations of insurers.	In response to this objection, the Confirmation Order provides, "Notwithstanding anything to the contrary in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court, any and all obligations of the Debtors' Insurer(s) or the Reorganized Debtors' Insurer(s) to fund any amounts under any agreement assumed by	<b>Resolved</b>

		<p>the Debtors or the Reorganized Debtors as applicable shall remain in full force and effect and nothing in the Plan, this Confirmation Order, any documents filed, executed or to be executed in connection with Confirmation or the effectiveness of the Plan or any other Order of the Bankruptcy Court shall in any way discharge, alter, modify, eliminate, release, limit, impair or diminish such obligations.”</p>	
<p>62.</p>	<p>Counsel for class action claimant expressed concern that class proof of claim would be expunged upon the Effective Date under the Confirmation Order prior to the formal approval of the settlement agreement pending before the District Court for the Southern District of California.</p>	<p>In response to this objection, the Confirmation Order <del>will provide clarification that the class proof of claim will not be disallowed and expunged until final approval and implementation of the class action claimant’s settlement.</del> <u>provides, “Notwithstanding anything in the Plan or this Confirmation Order or any other documents filed, executed or to be executed in connection with confirmation or the effectiveness of the Plan or any other prior order of the Bankruptcy Court, proof of claim number 1147 (“Claim 1147”) shall remain a pending claim against the Debtors and the Reorganized Debtors notwithstanding the assumption on the Effective Date of the Class Action Settlement Agreement by and among Plaintiff Spencer Hoyt, on behalf of himself and the members of the Settlement Class and HireRight, Inc., in Case No.: 3:13-cv-01432-BAS-BML, filed on January 30, 2015 [Docket No. 119-3] in the United States District Court for the Southern District of California (the “Hoyt Settlement Agreement”). Claim 1147 shall only be disallowed and expunged upon final approval of the Hoyt Settlement Agreement by the United States District Court for the Southern District of California or another court of competent jurisdiction and full consummation of all obligations under the Hoyt Settlement Agreement including but not limited to payment of all amounts set forth in the Hoyt Settlement Agreement. For the avoidance of doubt, if the Hoyt Settlement Agreement is</u></p>	<p><del>Under Review by Objector</del> <u>Resolved</u></p>

		<u>voided or rescinded pursuant to its terms, then Claim 1147 shall be subject to the claims allowance process in the Chapter 11 Cases.”</u>	
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