

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	Chapter 11
	)	
MODIVCARE INC., <i>et al.</i> , <sup>1</sup>	)	Case No. 25-90309 (ARP)
	)	
Debtors.	)	Jointly Administered
	)	
	)	<b>Re: Docket No. 605</b>

**LIMITED OBJECTION AND RESERVATION OF RIGHTS  
OF HEXAWARE TECHNOLOGIES LIMITED TO THE  
NOTICE OF POTENTIAL ASSUMPTION OF CERTAIN OF  
DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Hexaware Technologies Limited ("Hexaware"), by and through its undersigned counsel, hereby files this limited objection and reservation of rights (the "Objection") to the Proposed Cure Amount (as defined below), in response to the *Notice of Potential Assumption of Certain of Debtors' Executory Contracts and Unexpired Leases* [Docket No. 605] (the "Cure Notice"),<sup>2</sup> filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), and in support of the Objection, Hexaware states as follows:

**BACKGROUND**

1. On August 20, 2025 (the "Petition Date"), each Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court").

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<sup>1</sup> A complete list of each of the Debtors in these Chapter 11 Cases (the "Chapter 11 Cases") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/ModivCare>. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Cure Notice.



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2. The Debtors continue to operate their businesses and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. Prior to the Petition Date, Hexaware and ModivCare Solutions, LLC (“ModivCare”) entered into certain contracts including, without limitation, that certain *Master Services Agreement* dated as of July 31, 2022 (the “MSA”).

4. Pursuant to the MSA, ModivCare and Hexaware also entered into certain Statements of Work (as defined in the MSA and, such Statements of Work, collectively with the MSA, each as renewed, amended, modified or supplemented from time to time, and together with any exhibits or addenda thereto, the “Hexaware Contracts”).

5. Pursuant to the Hexaware Contracts, Hexaware agreed to provide to ModivCare, among other things, certain critical ongoing call center support, digital chat support, and digital trip support services.

6. On October 30, 2025, the Debtors filed the Cure Notice.

7. The contract schedule attached to the Cure Notice as Schedule 1 (the “Contract Schedule”) purports to set forth the amount the Debtors’ records reflect is owing to cure any monetary default for each Designated Contract (each, a “Cure Amount”). However, the Cure Notice provides that each Cure Amount does not include ordinary course charges that have accrued since the Petition Date which (a) remain unpaid and (b) are not overdue and have not otherwise triggered a default under the Designated Contract.

8. The Contract Schedule lists the Hexaware Contracts with a Cure Amount of \$0 (the “Proposed Cure Amount”).

9. The Cure Notice provides that, in accordance with the Solicitation Procedures Order, the Debtors “shall pay Cure Amounts for those Designated Contracts that they ultimately

assume as soon as reasonably practicable after the effective date of the assumption of such Designated Contract.” Such effective date is not fixed or certain.

10. The Cure Notice also states that any objection to the Proposed Cure Amount must be filed with the Court on or before November 17, 2025, at 4:00 p.m. (prevailing Central Time).

11. Hexaware’s records indicate that ModivCare owes, as of the time of this filing, the amount of \$291,453.72 under the Hexaware Contracts for services provided since the Petition Date (the “Postpetition Amounts”).<sup>3</sup> Given the ongoing business relationship between Hexaware and ModivCare, additional amounts under the Hexaware Contracts may continue to accrue.

12. As of the filing of this Objection, the Postpetition Amounts are not yet due under the terms of the Hexaware Contracts. Accordingly, the Postpetition Amounts may become due and owing prior to the effective date of the assumption of the Hexaware Contracts (which date is not fixed or certain).

### **LIMITED OBJECTION**

13. Pursuant to section 365 of the Bankruptcy Code, the Debtors may assume contracts, but only if certain requirements are met. In particular, section 365 of the Bankruptcy Code provides:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee-

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform

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<sup>3</sup> Copies of the invoices that make up the Postpetition Amounts (the “Invoices”) are or should be, upon information and belief, in the possession of the Debtors. Hexaware will provide copies of the Invoices to other parties in interest upon request, provided that appropriate steps can be taken to ensure their confidentiality, as necessary or appropriate.

nonmonetary obligations under an unexpired lease of real property...;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

14. An executory contract is a contract “on which performance remains due to some extent on both sides.” 2 Collier on Bankruptcy ¶ 365.02 at 365–21 (15th ed. 1995).

15. In order to assume any executory contracts in accordance with section 365, the Debtors must, *inter alia*, pay the default amount at the time of assumption. 11 U.S.C. § 365 (a)(1); *see also Kimmelman v. Port Auth. of N.Y. & N.J. (In re Kiwi Int’l Air Lines, Inc.)*, 344 F.3d 311, 317-18 (3d Cir. 2003) (“In order to assume [an executory contract or unexpired lease], the debtor in possession must cure defaults and provide assurance of future performance.”). “Section 365(b)(1)(A) requires the debtor in possession to cure pre- and post-petition defaults . . . . This conclusion is clear from § 365(b)(1) which measures defaults as of the ‘time of assumption’”. *In re Washington Cap. Aviation & Leasing*, 156 B.R. 167, 173 (Bankr. E.D. Va. 1993) (*citing In re Rachels Indus., Inc.*, 109 Bankr. 797, 811-812 (Bankr. W.D. Tenn. 1990)); *In re Bachrach Clothing, Inc.*, 2007 Bankr. LEXIS 2623 \* 11 (N.D. Ill. Aug. 2, 2007) (“... 365(b)(1) measures defaults as of the time of assumption. Therefore, the debtor was required to cure both pre- and post-petition defaults.”) *aff’d* 396 B.R. 219 (N.D. Ill. 2008).

16. Section 365 of the Bankruptcy Code requires a court to consider whether assumption of the contract in question will further either the rehabilitation or liquidation of the bankruptcy estate. *See Matter of Superior Toy & Mfg. Co., Inc.*, 78 F.3d 1169, 1172 (7th Cir.

1996). “Because assumption acts as a renewed acceptance of the terms of the executory bargain, the Bankruptcy Code provides that the cost of performing the debtor’s obligations is an administrative expense of the estate, which will be paid first out of the assets of the estate.” *In re Columbia Gas Sys. Inc.*, 50 F.3d 233, 238–39 (3d Cir. 1995).

17. Additionally, “[o]nce an assumption order is entered, the creditor must perform in accordance with the terms of the assumed agreements. . . . In other words, the debtor must cure all defaults, assure future performance, and make the other contracting party whole before it may be permitted to assume the agreement.” *In re Kiwi Int’l Air Lines, Inc.*, 344 F.3d at 318; *In re Columbia Gas Sys. Inc.*, 50 F.3d at 238–39 (“[T]he Bankruptcy Code provides that the cost of performing the debtor’s obligations is an administrative expense of the estate. . . .”).

18. Hexaware continues to provide services to ModivCare, and any cure amount owed must be determined at the time of the actual assumption of the Hexaware Contracts. Consequently, Hexaware objects to the Proposed Cure Amount to the extent that any amounts accrued after the Petition Date, including the Postpetition Amounts, are due and owing as of the effective date of the assumption of the Hexaware Contracts.

### **RESERVATION OF RIGHTS**

19. Hexaware expressly reserves all rights, interests, claims, counterclaims, rights of setoff and recoupment and/or defenses pertaining to any or all Hexaware Contracts including, without limitation, (a) the right to object to the assumption and/or assignment by the Debtors of any contract not identified by the Debtors in the Cure Notice (the “Excluded Contracts”), (b) the right to payment of all monetary defaults and the cure of all non-monetary defaults that exist with respect to any Excluded Contract, and/or (c) the right to assert any additional cure costs due and

owing with respect to any additional contracts that hereinafter are designated for assumption and assignment by the Debtors.

20. Hexaware further expressly reserves the right to amend, modify and/or supplement this Objection.

**WHEREFORE**, for the reasons set forth above, Hexaware respectfully requests that the Court (i) sustain the Objection; (ii) require the Debtors to cure any amounts that may become due and owing from the date of this Objection through and including the effective date of assumption; and (iii) grant such other and further relief as it deems just and appropriate.

Respectfully submitted,

Dated: November 17, 2025

DUANE MORRIS LLP

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Debtors.	)	Jointly Administered
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**CERTIFICATE OF SERVICE**

I certify on November 17, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas as permitted by Bankruptcy Rule 9036 and on the parties listed on Service List hereto *via* email.

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**SERVICE LIST**

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