

UNITED STATES BANKRUPTCY
COURT SOUTHERN DISTRICT OF
TEXAS HOUSTON DIVISION

IN RE

MODIVCARE INC., *et al.*,¹

Debtors,

CHAPTER 11

CASE NO. 25-90309 (ARP)

JOINTLY ADMINISTERED

**GENESYS CLOUD SERVICES INC. OBJECTION TO NOTICE OF POTENTIAL
ASSUMPTION OF CERTAIN OF DEBTORS' EXECUTORY
CONTRACTS AND UNEXPIRED LEASES**

Genesys Cloud Services, Inc. f/k/a Genesys Telecommunications Laboratories, Inc. (“Genesys”), hereby submits this objection (the “Objection”) to the *Notice of Potential Assumption of Certain of Debtors’ Executory Contracts and Unexpired Leases* (the “Cure Notice”) [Dkt. No. 605] filed in connection with the *Amended Order (A) Approving Disclosure Statement; (B) Scheduling Confirmation Hearing; (C) Establishing Related Objection and Voting Deadlines; (D) Approving Related Solicitation Procedures, Ballots, and Release Opt-Out Forms and Form and Manner of Notice; (E) Approving Equity Rights Offering Procedures and Related Materials; and (G) Granting Related Relief* (the “Solicitation Procedures Order”) [Dkt. No. 552] for the purpose of objecting to the Cure Notice’s proposed cure amount of \$2,712,487.38 for the Master Agreement (as defined herein) and to the identification of Amazon Web Services as the counterparty thereto and to reserve Genesys’s rights in connection therewith, as follows:

BACKGROUND

1. ModivCare Solutions, LLC (“ModivCare Solutions” or “Debtor”) operates three

¹ 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’ proposed 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.



internal organizations to which Genesys provides services: ModivCare, ModivCare-dev, and ModivCare-qa.

2. ModivCare Solutions and Genesys are parties to, among other things, that that certain Master Services Agreement dated August 26, 2022 (the “Master Agreement”). Pursuant to the terms of the Master Agreement, Genesys provides ModivCare Solutions with a subscription to the cloud-based Genesys Cloud Services platform hosted on Amazon Web Services, together with related support and maintenance and, as applicable, professional services and deliverables ordered from time to time under service orders and statements of work.

3. Prior to the Petition Date (defined below), Genesys and the Debtor entered into (i) Service Order 2021-6908508 with ModivCare (the “Production Contract”) and (ii) two separate service orders with ModivCare-dev (Contract 2023-61058083) and ModivCare-qa (Contract 2023-61058614, and together with Contract 2023-61058083, the “Dev/QA Contracts,” and collectively with the Production Contract, the “Contracts”).

4. On August 20, 2025 (the “Petition Date”), ModivCare Solutions filed bankruptcy petitions under Chapter 11 of the Bankruptcy Code.

5. Genesys timely filed a proof of claim in connection with the amounts due by Debtor to Genesys in connection with the Master Agreement for pre-petition services, which was assigned Claim No. 1601 in Case No. 25-90359. Genesys incorporates its proof of claim, and the attached addendum, herein by reference.

6. Since the Petition Date, ModivCare Solutions has continued to request, and Genesys has continued to provide, the Genesys Cloud Services and related support services pursuant to the Contracts, and charges for such post-petition services have accrued and will continue to accrue.

7. The Debtor has proposed a cure amount for the Production Contract of \$2,712,487.38. As set forth below, the cure amount for the Production Contract must include all outstanding amounts evidenced by invoices issued as of November 17, 2025, that were either (a) past due as of November 17, 2025, or (b) not yet past due on November 17, 2025 but that become past due prior to the December 8, 2025 confirmation hearing.

8. Through December 8, 2025, the outstanding, past-due invoices for the Production Contract total **\$3,408,967.33**. The invoices evidencing the pre-petition and post-petition amounts due on the Production Contract, based on invoices issued as of November 17, 2025 that became or will become past due on or before December 8, 2025, are set forth below. Copies of the invoices are in the Debtor's possession. Additional copies can be provided upon request.

Invoice Number	Invoice Date	Invoice Due Date	Customer	Master Order Number	Org. Name	Outstanding Amount
IN8100-25013118	6/4/2025	7/19/2025	ModivCare Solutions, LLC	2021-6908508	Modivcare	\$215,633.10
IN8100-25016218	7/4/2025	8/18/2025	ModivCare Solutions, LLC	2021-6908508	Modivcare	\$980,546.30
IN8100-25019507	8/5/2025	9/19/2025	ModivCare Solutions, LLC	2021-6908508	Modivcare	\$973,517.26
IN8100-25024637	9/24/2025	11/8/2025	ModivCare Solutions, LLC	2021-6908508	Modivcare	\$265,652.20
IN8100-25026187	10/7/2025	11/21/2025	ModivCare Solutions, LLC	2021-6908508	Modivcare	\$973,618.47
Total:						\$3,408,967.33

9. The aggregate amount past due and owing on account of invoices issued as of November 17, 2025 for the Production Contract that are either already past due or that will become

past due prior to December 8, 2025 is **\$3,408,967.33**. In addition, the Debtor has accrued, and will continue to accrue, amounts for post-petition services not yet invoiced by Genesys; such amounts must be paid in the ordinary course and are not waived.

OBJECTION

A. Cure Amounts

10. On October 30, 2025, the Debtor filed and served the Cure Notice stating its intent to assume, among other agreements, the Master Agreement and the Production Contract with a proposed cure amount of \$2,712,487.38. *See* Dkt. No. 605, Schedule 1-A, p. 32.

11. Genesys objects to the Cure Notice because the proposed cure amounts fail to include all defaults that must be cured at the time of assumption. The cure should include, for each Contract, the full past-due balance on invoices issued as of November 17, 2025 that were either (i) already past due as of November 17, 2025, or (ii) not yet past due on November 17, 2025 but that become past due on or before the December 8, 2025 confirmation hearing. Thus, the cure amount for the Production Contract is **\$3,408,967.33**.

B. Counterparty Name

12. Genesys further objects to the Cure Notice's counterparty identification. The Cure Notice lists Amazon Web Services, Inc. as the counterparty for the Genesys subscription, but under the Master Agreement the proper counterparty is Genesys Cloud Services, Inc. *See* Dkt. No. 605, Schedule 1-A, p. 32.

C. Reservation of Rights

13. Genesys hereby reserves its right to object to the proposed cure amount if the amount owed changes as a result of, among other things, additional services provided by Genesys to the Debtor under the Master Agreement for which the Debtor has not been invoiced as of November 17, 2025 and to reflect any invoices issued thereafter that become past due prior to any

hearing on assumption or confirmation.

14. This objection is without prejudice to the fact that other and additional cure claim amounts: (a) may exist and/or may become known at a future date, and (b) will accrue on an ongoing basis between the Petition Date, and any subsequent assumption of the Master Agreement. Genesys expressly reserves its right to amend or supplement this objection, through and including the effective date of any proposed assumption of the Master Agreement, and to assert its entitlement to other and further relief.

15. This objection is derived from information that is believed to be accurate. Genesys reserves the right to amend this objection if it appears at any time that omissions or errors have been made herein, or more accurate information is available. Subject to the foregoing, Genesys believes that this objection is true and correct.

WHEREFORE, Genesys respectfully requests that this Court enter an Order:

- a. Sustaining this Objection;
- b. Reserving Genesys's rights in connection with the proposed cure and assumption of the Master Agreement, as necessary: (a) to address any changes or adjustments by the Debtor to the proposed cure amount; (b) to account for any amounts due for additional post-petition services provided by Genesys that are not otherwise paid by the Debtor; and (c) to account for any other amounts that may come due under the Master Agreement in connection with the Debtor's ongoing obligations to Genesys thereunder.
- c. Granting Genesys such other and further relief as the Court deems appropriate.

Dated: November 17, 2025

Respectfully submitted,

ARENTFOX SCHIFF LLP

By: /s/ Shannon Rieger

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