

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

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	:
In re:	: Chapter 11
	:
MODIVCARE INC., <i>et al.</i> ,	: Case No. 25-90309 (ARP)
	:
Reorganized Debtors. ¹	: (Jointly Administered)
	:
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	:
HEALTHSPRING, INC.,	:
	:
Plaintiff,	:
	: Adversary Proc. No. 26-03035
v.	:
	:
MODIVCARE SOLUTIONS, LLC,	:
	:
Defendant.	:
	:
-----	X

DEFENDANT’S MOTION TO DISMISS

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this motion was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

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



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Defendant Modivcare Solutions, LLC (“**Modivcare**” or “**Defendant**” and collectively with its debtor affiliates in the above-captioned chapter 11 cases, the “**Reorganized Debtors**”) hereby moves to dismiss the *Complaint for (I) Anticipatory Breach of Contract, (II) Declaratory Judgment and Order for Specific Performance, and (III) Application for Temporary Restraining Order and Preliminary Injunction* [Adv. Docket No. 4]² (the “**Complain**”) filed by HealthSpring, Inc. (“**HealthSpring**”).³ In support of this motion (the “**Motion**”), Modivcare respectfully states as follows:

PRELIMINARY STATEMENT

1. Modivcare has tried to enter the new year with a fresh start. Since emerging from bankruptcy, the Reorganized Debtors have been working to implement their go-forward business plan and to win new business and clients. Modivcare positioned itself to pursue profitable new commercial relationships by right sizing its balance sheet and operations. As part of these efforts, Modivcare identified the HealthSpring Master Services Agreement, Statement of Work, and related documentation (collectively, the “**Contract**”) as an ideal target for rejection. The Contract has been unprofitable, has led to millions of dollars of losses for the Reorganized Debtors, and the relationship is coming to an end anyway given that HealthSpring has chosen to replace Modivcare with a new NEMT vendor.

2. Modivcare initially sought to renegotiate the terms of the HealthSpring Contract, rather than reject, and settle the parties’ almost two-year dispute regarding amounts HealthSpring owes to Modivcare. Modivcare offered HealthSpring a global compromise that would have

² References herein to “Adv. Docket No.” are to filings in the above-captioned adversary proceeding, and references to “Docket No.” are to filings in the above-captioned chapter 11 cases.

³ Capitalized terms not defined herein shall have the meaning ascribed to them in Rejection Motion or Rejection Reply (each as defined herein), as applicable.

resolved all issues among the parties, which included, revised rates under the HealthSpring contract and reconciliation payments for years passed; however, HealthSpring rejected this proposal and an agreement was not achievable. Modivcare filed a motion to reject the Contract (the “**Rejection Motion**”) to free itself of the burdens of the HealthSpring relationship.

3. HealthSpring took issue with the Reorganized Debtors exercising their statutory rights under the Bankruptcy Code and has sought to delay rejection in every conceivable manner. HealthSpring’s Complaint and request for a temporary restraining order (“**TRO**”) to force Modivcare to continue performing is the latest diversion in this long line of misguided attempts to prevent this Court from ruling on whether Modivcare properly exercised its business judgement in deciding to reject an unprofitable contract.

4. HealthSpring’s arguments in its objection to the Rejection Motion ignore black letter law and are nothing more than an attempt to delay the inevitable. This adversary proceeding seeking a TRO is no different. In the Complaint, HealthSpring has failed to state a claim “that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). HealthSpring instead seeks an order requiring the Reorganized Debtors to continue performing *even if* this Court approves the rejection of the Contract. *See* TRO ¶ 44.

5. This position demonstrates a fundamental misunderstanding of bankruptcy law and the purpose of section 365 of the Bankruptcy Code. HealthSpring’s misunderstanding is puzzling since it cites *Mission Product*, in which Justice Sotomayor explained that “Section 365(a) enables the debtor . . . to decide whether the contract is a good deal for the estate going forward . . . [b]ut if not, the debtor will want to reject the contract, repudiating any further performance of its duties.” *Mission Prod. Holdings, Inc. v. Tempnology, LLC*, 587 U.S. 370, 373–74 (2019) (quotation marks

omitted). The effect of rejection is a breach of the underlying contract, and the counterparty to such a contract may have “a claim against the estate for damages resulting from the debtor’s nonperformance.” *Id.*

6. The black letter law is clear: specific performance is not the appropriate remedy following rejection of a contract in bankruptcy, and HealthSpring has offered no legal precedent or factual evidence to state a claim that specific performance might be warranted here if this Court approves rejection of the Contract. Accordingly, along with granting the Rejection Motion, the Court should dismiss with prejudice HealthSpring’s Complaint for failure to state a claim as required by Rule 12(b)(6), thereby mooting the request for a TRO.

BACKGROUND

7. The Reorganized Debtors refer the Court to the facts regarding the parties’ contractual relationship and the payment dispute contained in the Rejection Motion, the *Reply in Support of Motion for Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts* [Docket No. 1213] (the “**Rejection Reply**”), and the *Emergency Motion for Protective Order Or, In the Alternative, to Bifurcate Hearing in Connection with Motion to Reject* [Docket No. 1262] (the “**Bifurcation Motion**”).⁴ This section contains additional facts relevant to this Motion.

8. On December 18, 2025, the Reorganized Debtors served a notice of default and termination letter on HealthSpring stating that they were terminating the Contract and may move to reject, and that “all services provided by Modivcare shall cease” on January 28, 2026. This followed a call on December 15, 2025, where the Reorganized Debtors put HealthSpring on notice that such a letter was coming.

⁴ The Bifurcation Motion is incorporated in its entirety herein by reference.

9. On December 29, 2025, the Reorganized Debtors filed the Rejection Motion [Docket No. 1133] and on January 20, 2026, HealthSpring filed the *Objection of HealthSpring, Inc. to Debtors' Motion for Entry of an Order Authorizing the Debtors to Reject Certain Executory Contracts* [Docket No. 1189] (the “**Rejection Objection**”). On January 30, 2026, the Reorganized Debtors filed their Rejection Reply.

10. On February 6, 2026, HealthSpring filed this adversary proceeding against the Reorganized Debtors, including the Complaint and motion for a TRO, arguing that even if the Court grants rejection, the Reorganized Debtors must continue to perform under the Contract for the 180-day “run out” period. *See* Adv. Docket No. 5. HealthSpring’s filing includes two witness declarations, 12 exhibits, and seeks a full evidentiary hearing on February 13, 2026 (four and a half business days later). The Complaint asserts three causes of action: (I) Anticipatory Breach of Contract, (II) Declaratory Judgment and Order for Specific Performance, and (III) Application for Temporary Restraining Order and Preliminary Injunction. *See* Complaint ¶¶ 15–32.

11. On February 8, 2026, the Reorganized Debtors filed the Bifurcation Motion, arguing that extensive discovery and litigation are unnecessary, burdensome, and inappropriate in light of the pending Rejection Motion. In the Bifurcation Motion, the Reorganized Debtors previewed this Motion.

12. On February 10, 2026, MTM Health (“**MTM**”), HealthSpring’s replacement vendor, shared a message with its provider partners that it had been awarded the opportunity to become the exclusive NEMT broker for HealthSpring, effective as early as February 13, 2026. The email from MTM states: “We expect trip offers to begin as early as February 14. Please be on the lookout for trip offers and ensure you are accepting or rejecting your trips.” *See* **Exhibit A** (Feb. 10, 2026 email from T. Cole (MTM) to T. Llewellyn (Modivcare)).

13. HealthSpring has been on notice of the impending termination and rejection of the Contract since mid-December 2025 – two months ago. After the Reorganized Debtors filed the Rejection Motion on December 29, 2025, HealthSpring waited nearly six weeks before filing this adversary proceeding and “emergency” motion for a TRO. HealthSpring has had ample time to prepare and transition to its new NEMT broker, MTM, who it selected to replace Modivcare back in November 2025. Instead of preparing, HealthSpring apparently expected Modivcare to continue working without payment, which Modivcare has already done for the past 19 months. There is no cause to delay this any further and HealthSpring’s positions are contradicted by black letter bankruptcy law and should be dismissed as a matter of law.

ARGUMENT

I. LEGAL STANDARD

14. Federal Rule of Civil Procedure 12(b)(6), made applicable to this action by Federal Rule of Bankruptcy Procedure 7012, requires dismissal of an action when the complaint fails to state a claim for relief. Fed. R. Civ. P. 12(b)(6). The plaintiff has the burden of stating a claim “that is plausible on its face.” *Ashcroft v. Iqbal*, 556 U.S. at 678 (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. at 570). “[C]onclusory allegations will not suffice to prevent a motion to dismiss, and neither will unwarranted deductions of fact.” *United States ex rel. Willard v. Humana Health Plan of Tex. Inc.*, 336 F.3d 375, 379 (5th Cir. 2003).

15. A complaint must contain “more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” *Twombly*, 550 U.S. at 555. “Naked assertions devoid of further factual enhancement” that are “merely consistent with a defendant’s liability” are not sufficient to survive a motion to dismiss. *Shipley Garcia Enters., LLC v. Harley-Davidson Motor Co. (In re Shipley Garcia Enters. LLC)*, Nos. 11-20016, 13-02012, 2014 Bankr. LEXIS 1296, at *15 (Bankr. S.D. Tex. Mar. 28, 2014) (quoting *Twombly*, 550 U.S. at 557).

Moreover, a plaintiff's conclusory allegations are "not entitled to the assumption of truth," and therefore a court may look past such conclusory allegations in order to examine the pleaded facts and determine their adequacy. *Id.* (quoting *Iqbal*, 556 U.S. at 678-79).

II. HEALTHSPRING FAILS TO STATE A CLAIM FOR RELIEF BECAUSE ITS CLAIM FOR SPECIFIC PERFORMANCE POST-REJECTION CONFLICTS WITH THE BANKRUPTCY CODE AND SUPREME COURT PRECEDENT

16. HealthSpring's claim for injunctive relief rests on the premise that the Contract obligates Modivcare to continue nationwide NEMT "Run-Out Services" and broad "Termination Assistance" for 180 days post-termination "regardless of the reason," including after rejection. *See* TRO ¶ 9. HealthSpring invokes *Mission Product* to argue that rejection does not terminate the contract and that contractual rights "survive" rejection as they do after a breach. *Mission Product*, however, recognizes that rejection constitutes a breach of the entire contract and channels the counterparty to the remedial consequences of breach under the Bankruptcy Code, which in bankruptcy are ordinarily money damages and a claim against the estate, not specific performance.

17. In *Mission Product*, the Supreme Court explained that "Section 365(a) enables the debtor . . . to decide whether the contract is a good deal for the estate going forward. If so, the debtor will want to assume the contract, fulfilling its obligations while benefiting from the counterparty's performance. But if not, the debtor will want to reject the contract, repudiating any further performance of its duties." *Mission Prod.*, 587 U.S. at 373–74 (2019) (quotation marks omitted). If the debtor chooses rejection, section 365(g) of the Bankruptcy Code provides that rejection constitutes a "breach" of the contract, which is deemed to occur "immediately before the filing of the [bankruptcy] petition." 11 U.S.C. § 365(g). Accordingly, the counterparty to a rejected contract may have "a claim against the estate for damages resulting from the debtor's nonperformance." *Mission Prod.*, 587 U.S. at 374. "By . . . giving the counterparty a pre-petition claim, Section 365(g) places that party in the same boat as the debtor's unsecured creditors." *Id.*

18. The Bankruptcy Code also clearly delineates the sole remedy for the breach occasioned by rejection. Specifically, section 502(g)(1) of the Bankruptcy Code states that “[a] claim arising from rejection . . . of an executory contract . . . shall be allowed” in accordance with the terms of the Bankruptcy Code. 11 U.S.C. § 502(g)(1). The Bankruptcy Code defines a “claim” to include a right to an equitable remedy for breach of performance in the form of a right to payment. 11 U.S.C. § 101(5)(B). As a result, bankruptcy courts have a codified “power to estimate a right to payment arising from a right to an equitable remedy for breach of performance.” *In re Orama Hosp. Grp.*, 601 B.R. 340, 348 (Bankr. D.N.J. 2019). “In other words, Congress anticipated that parties might have equitable remedies based on a debtor’s breach of an executory contract and provided a mechanism to convert those equitable remedies to claims for money.” *Id.*

19. Indeed, the “strong majority of courts hold a party seeking specific performance can be forced to accept claims for monetary damages in bankruptcy.” *In re Paziak*, 2022 WL 1714175, at *3 (Bankr. D. Neb. May 25, 2022) (internal citation omitted); *see also In re Stephens*, 639 B.R. 679, 693 n.65 (Bankr. N.D. Tex. 2022) (noting that any equitable relief “will be subject to estimation by the Court pursuant to Section 502(c)”); *see also In re Caltex Holdings LP*, No. 09-31875, 2010 WL 1190304, at *3 (Bankr. S.D. Tex. Mar. 22, 2010) (“If there were a contract of sale that could be enforced, by asking for specific performance . . . [t]he Bankruptcy Code classifies such a contract as an executory contract which Debtor can reject, . . . Breach of executory contracts give rise to an unsecured claim against the estate, Bankruptcy Code § 101(5)(B).”).

20. Conversely, HealthSpring cites *In re Walnut Associates* and *In re West Chestnut Realty of Haverford, Inc.* for the proposition that “if state law . . . authorize[s] specific performance under the rejected executory contract . . . the non-debtor should be able to enforce the contract against the [d]ebtor.” *In re Walnut Assocs.*, 145 B.R. 489, 494 (Bankr. E.D. Pa. 1992); *see also In*

re W. Chestnut Realty of Haverford, Inc., 177 B.R. 501, 506 (E.D. Pa. 1995) (same). These cases are unpersuasive and represent a distinct minority view. As an initial matter, courts analyzing this precise question have concluded that *Walnut Associates* and *West Chestnut Realty* “do not acknowledge § 101(5)(B) or the impact of the bankruptcy discharge on a creditor’s ordinary state law equitable remedies.” *In re Spoverlook, LLC*, 560 B.R. 358, 363–64 (Bankr. D.N.M. 2016). As the *Spoverlook* court explained, Section 101(5)(B) defines a “claim” to include a “right to an equitable remedy for breach of performance if such breach gives rise to a right to payment.” 11 U.S.C. § 101(5)(B). This statutory framework “is intended to cause the liquidation or estimation of contingent rights of payment for which there may be an alternative equitable remedy with the result that the equitable remedy will be susceptible to being discharged in bankruptcy.” *Spoverlook*, 560 B.R. at 362.

21. Moreover, *Walnut Associates* and *West Chestnut Realty* are factually distinguishable. *Walnut Associates* involved a prepetition settlement agreement between a debtor that owned a commercial office building and its former tenant—a law firm—arising from a landlord-tenant and attorney-client dispute. *See In re Walnut Assocs.*, 145 B.R. at 491–92. The only remaining obligations under that agreement were payment by the non-debtor parties and “ministerial” duties such as executing documents and refraining from further litigation. *See id.* at 492, 496. Similarly, *West Chestnut Realty* involved a real estate transaction where courts have traditionally recognized specific performance as an appropriate remedy due to the unique nature of real property. *See In re W. Chestnut Realty of Haverford, Inc.*, 177 B.R. at 506. Here, by contrast, the Contract at issue involves the ongoing provision of complex, nationwide NEMT services requiring Modivcare to coordinate transportation logistics and manage provider networks on a daily basis. This is not a discrete, one-time obligation akin to executing settlement documents

or conveying real property—it is an ongoing operational burden that would require continued performance at a significant financial loss to the Reorganized Debtors and would inhibit necessary structural changes, including transitioning resources from servicing the HealthSpring contract to profitable contracts and new business development.

22. HealthSpring’s reliance on *In re Ground Round, Inc.* is equally misplaced. In *Ground Round*, the court applied Pennsylvania law to order specific performance of a lease provision requiring the debtor to transfer a liquor license. See *In re Ground Round, Inc.*, 335 B.R. 253, 261–62 (B.A.P. 1st Cir. 2005), *aff’d*, 482 F.3d 15 (1st Cir. 2007). The court’s holding was expressly limited to circumstances where “the subject matter of the agreement is an asset that is unique or one such that its equivalent cannot be purchased on the open market,” and liquor licenses have long been recognized as such unique assets. *Id.* at 261–62 (quoting *Tomb v. Lavalle*, 444 A.2d 666, 668 (Pa. Super. Ct. 1981)). NEMT brokerage services are not unique assets that cannot be obtained elsewhere. HealthSpring already has engaged MTM as its replacement vendor, and MTM has announced it will begin providing rides as early as February 14, 2026. Because the services at issue here are substitutable, *Ground Round* does not support HealthSpring’s claim for specific performance.

23. HealthSpring’s TRO also relies on *non-bankruptcy* cases such as *Reuters Ltd. v. United Press Int’l, Inc.*, 903 F.2d 904 (2d Cir. 1990), *Bionpharma Inc. v. CoreRx, Inc.*, 582 F. Supp. 3d 167 (S.D.N.Y. 2022), and *Vestron, Inc. v. National Geographic Soc’y*, 750 F. Supp. 586 (S.D.N.Y. 1990) to suggest that courts readily order specific performance when a counterparty’s business depends on continued contract performance. These cases are entirely inapposite because none of them involved a debtor’s rejection of an executory contract under section 365 of the Bankruptcy Code.

24. None of HealthSpring’s cited authorities address the distinct statutory framework governing contract rejection under the Bankruptcy Code, and they provide no support for compelling the Reorganized Debtors to continue performing under the Contract following rejection.

25. The statutory framework is consistent with the purpose of rejection, which aims to relieve debtors of performance under burdensome contracts. If counterparties could seek specific performance under a rejected contract, they would reimpose those burdens on debtors, much like HealthSpring is attempting to with Modivcare. “It seems incongruous that the Bankruptcy Code would grant a debtor the right to reject (and thus breach) a contract while preserving the right of the counter-party to compel performance of the same contract.” *In re Orama Hosp.*, 601 B.R. at 349; *see also In re Southland Royalty Co.*, 623 B.R. 64, 90 (Bankr. D. Del. 2020) (finding that enforcement of an exclusivity provision would be “inequitable” when monetary damages could “fully compensate” the counterparty). Moreover, if the Court “were to accept [a non-debtor’s] argument that the availability of a specific performance remedy takes an action outside the definition of a claim dischargeable in bankruptcy, it would render the rejection provisions of § 365 meaningless with regard to many contracts.” *In re Nickels Midway Pier, LLC*, 341 B.R. 486, 500 (D.N.J. 2006), *aff’d*, 255 F. App’x 633 (3d Cir. 2007); *see also Gulfport Energy Corp. v. FERC*, 41 F.4th 667, 684 n.33 (5th Cir. 2022) (“After rejecting a contract, a debtor is not subject to an order of specific performance.”) (quoting *Sunbeam Prods., Inc. v. Chi. Am. Mfg., LLC*, 686 F.3d 372, 377 (7th Cir. 2012)).

26. HealthSpring’s reading of the Contract, specifically section 12.4 of the Master Service Agreement (“*MSA*”),⁵ would invert the statutory framework by transforming the “wind-

⁵ *See* TRO, Exhibit 1, MSA at § 12.4 (“[C]ommencing upon any notice of termination (regardless of the reason therefor) ... and continuing for a period of one-hundred eighty days after the effective date of expiration or

down” covenant into a right to force continued post-rejection performance. This is precisely the relief the Bankruptcy Code is designed to prevent. As pled, HealthSpring’s requested TRO would require Modivcare to operate its national NEMT platform, maintain network relationships, process member data, and meet service levels under the SOW (as defined in the TRO)—all hallmarks of ongoing operational performance that rejection converts into a breach giving rise to a claim, not an equitable right to force performance. This reading would upend the purpose of rejection and strip debtors of one of their most fundamental rights and benefits of chapter 11.

27. HealthSpring has an adequate remedy for rejection in the form of a prepetition claim for money damages. HealthSpring has conceded this in asserting that they “will have an enormous rejection damages claim, particularly with the costs HealthSpring will have to incur to find and install a replacement NEMT vendor and the damages that HealthSpring enrollees will assert.” Rejection Objection ¶ 40. The fact that money damages are available itself defeats any claim for specific performance and/or injunctive relief.

28. Under these circumstances, there is simply no basis to demand the extraordinary remedy of specific performance. Because the Complaint seeks relief that conflicts with the legal consequences of rejection as a matter of bankruptcy law, and as confirmed by the Supreme Court of the United States in *Mission Product*, it fails to state a claim upon which relief can be granted under Rule 12(b)(6) and should be dismissed with prejudice in its entirety.

termination, [ModivCare] shall, at [HealthSpring]’s request, (a) provide those Services that ordinarily require additional engagement beyond such expiration or termination, including ordinary or reasonable run out Services, at such rates as set forth in the Statement of Work or, if not suitable for the compensation of such termination/expiration assistance, rates mutually agreed to by the parties, together with such other transition and termination assistance Services as set forth in the Statement of Work[,] and (b) continue to perform the Services at rates mutually agreed to by the parties. Where mutual agreement of the parties is required pursuant to this Section, the parties agree to negotiate reasonably, fairly, and in good faith and to meet with each other regularly and promptly to reach such agreement, and neither party will unreasonably withhold its consent to a reasonable proposal from the other party.”).

III. RESERVATION OF RIGHTS

29. The Reorganized Debtors respectfully reserve all rights to oppose HealthSpring's TRO on the merits in the event the Court denies this Motion. Nothing in this Motion shall be construed as a waiver of any argument or defense that the Reorganized Debtors may assert in opposition to the TRO, including arguments regarding HealthSpring's failure to demonstrate irreparable harm. This includes that HealthSpring already has engaged MTM as its replacement vendor, MTM has announced it will begin providing rides as early as February 14, 2026, and HealthSpring has acknowledged that its alleged injury is compensable in money by offering to pay higher rates. *See* TRO ¶¶ 37, 49.

30. For purposes of this Motion, HealthSpring's allegations of irreparable harm and public interest do not cure the fundamental deficiency in the Complaint: HealthSpring has failed to state a plausible claim for specific performance following rejection under the Bankruptcy Code. There is no legal authority or precedent for compelling a debtor in bankruptcy to specifically perform a rejected executory contract, and HealthSpring cites no bankruptcy case in which a court ordered a debtor to continue performing complex, ongoing services of the type Modivcare provides following rejection. The legal remedy for rejection is a claim for money damages, not an order compelling continued performance. Accordingly, the Complaint fails to state a claim under Rule 12(b)(6) and should be dismissed.

CONCLUSION

31. For the foregoing reasons the Complaint should be dismissed with prejudice, and Defendant should be granted such other relief as is just and proper.

WHEREFORE, the Defendant respectfully requests that the Court enter the Proposed Order granting the relief requested in the Motion and such other and further relief as may be just and proper.

Dated: February 12, 2026
Houston, Texas

Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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CERTIFICATE OF SERVICE

I certify that on February 12, 2026, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

From: Happy Trails Transportation <nemtjax@happytrailsjax.com>
Sent: Tuesday, February 10, 2026 3:52 PM
To: Tatiana Vieira Vergueiro Llewellyn <tatiana.llewellyn@modivcare.com>
Subject: Healthspring

CAUTION: This email is not from a Modivcare employee -
- **DO NOT** reply to this email if the sender is claiming to
be a Modivcare employee. **DO NOT** click links or open
attachments unless you recognize the sender and know
the content is safe.

Dear Provider Partner:

MTM Health is excited to announce that we have been awarded the opportunity to become the exclusive non-emergency medical transportation (NEMT) broker for HealthSpring, effective as early as February 13, 2026. Please read this email completely, as there is a training requirement that you must complete.

As part of this launch, the HealthSpring plan will be associated with your existing MTM Link account. Trips for this plan will come from the MTM Link Version 3 platform.

We are still working with HealthSpring to determine an official launch date. As soon as the date is finalized, you will receive another communication.

What This Means for You

- ***Enhanced user experience.***
 - MTM Link Version 3 delivers a refreshed interface with improved usability.
 - You will have a toggle switch to jump between the two instances of MTM Link. Existing MTM Link plans under our Reveal platform will remain on one version of Link.
 - If you were previously servicing a contract under Access2C are, you already have the

correct
version
of MTM
Link. No
further
action is
needed.

- There is no change to credentialing, claims, or provider inquiry.
- ***Trips will be offered, not automatically assigned.***
 - You will have the opportunity to view and accept trips through MTM Link Version 3 through an exclusive offer portal built directly in the platform.
 - While like Marketplace, this is a new and unique experience that changes the way MTM Health assigns trips to our

providers.

- ***No new log-in credentials required.***
 - Your existing log-in information will continue to work.
 - No new log-in credentials will be added as part of this migration.

- ***No disruption to current integrations.***
 - If you are using integrated routing software or the MTM Link Driver App, these will continue to function with MTM Link Version 3.

Action Required

- ***Training:*** Training for MTM Link Version 3 is available now in

QuestBase. To ensure you are fully prepared for the HealthSpring launch, we ask that you complete the training ASAP, but no later than February 25, 2026. Completing the training will help ensure a smooth transition and allow you to take full advantage of the new platform features. If you have any questions or need assistance in accessing training materials, please contact your MTM Health Vendor Account Manager.

- **Capacity:** For those providers that will be operating in two versions of MTM Link via use of the toggle switch, please be sure to account for capacity between the two systems. If you need to make any additions or subtractions, please reach out to your Vendor Account Manager.

- **Trip Offers:** We expect trip offers to begin as early as February 14. Please be on the lookout for trip offers and ensure you are accepting or rejecting your trips. This can be completed by going to the trip offers tab.

We appreciate your continued partnership and look forward to a successful launch with HealthSpring

Sincerely,

Tanya R. Cole

"A VETERAN OWNED BUSINESS"



Office#: 904-672-8006

Website: happytrailsjax.com

Providing Ambulatory & Wheelchair Transportation to Essential Locations

Vic Calhoun

Tanya Cole

📞 904-537-6437

📞 904-672-0945

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

	X	
	:	
In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Reorganized Debtors. ¹	:	(Jointly Administered)
	:	
	X	
	X	
	:	
HEALTHSPRING, INC.,	:	
	:	
Plaintiff,	:	
	:	Adversary Proc. No. 26-03035
v.	:	
	:	
MODIVCARE SOLUTIONS, LLC,	:	
	:	
Defendant.	:	
	:	
	X	

**ORDER OF DISMISSAL
[RELATES TO DOCKET NO. 1]**

The Court has considered Defendant’s *Motion to Dismiss Plaintiff’s Complaint for (I) Anticipatory Breach of Contract, (II) Declaratory Judgment and Order for Specific Performance, and (III) Application for Temporary Restraining Order and Preliminary Injunction* [Adv. Docket No. 4] (the “***Complaint***”). The Court finds that such relief as Defendant has requested is

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

warranted. Accordingly, it is hereby **ORDERED** that Plaintiff's Complaint is **DISMISSED WITH PREJUDICE**.

Signed: _____, 2026
Houston, Texas

Alfredo R. Pérez
United States Bankruptcy Judge