

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

United States Courts
Southern District of Texas
FILED

APR 27 2026

In re: MODIVCARE INC., et al., Debtors.

Case No. 25-90309 (ARP)

Nathan Ochsner, Clerk of Court

**NOTICE OF FILING OF EXHIBITS IN SUPPORT OF RESPONSE TO THE
ELEVENTH OMNIBUS OBJECTION REGARDING CLAIM NO. 894**

Claimant and Pro Se Litigant, **Maxine Randolph/Milestone NEMT LLC**, hereby submits the following Response and supporting Exhibits in opposition to the *Reorganized Debtors' Eleventh Omnibus Objection*. These documents provide evidence that Claim No. 894 remains unpaid, that the insurance provided was in full compliance with the insurance requirements of the debtor, and that the bank account was closed prior to any attempted satisfaction.

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 04/22/2026."

Dated: 04/22/2026

X 
Maxine Randolph

RESPONSE TO REORGANIZED DEBTORS' ELEVENTH OMNIBUS OBJECTION

I. BACKGROUND

1. Claimant filed Proof of Claim No. 894 regarding the misrepresentation of contract and services abruptly ceased per debtor for incorrect insurance ultimately, financial freedom was taken.
2. The Reorganized Debtors object to this claim, labeling it as "Satisfied." I confirm that at time of closure, the business account had a negative balance (see exhibit 5-4). I have not received notice from the bank that any "Cure" payment was successfully deposited or credited against this balance. The Debtor has failed to provide a "Cleared" status for any alleged check or "Confirmed" status for any wire transfer. The objection is facially deficient and unsubstantiated. The debtor asserts that claim 894 was satisfied via a "Cure" amount but fails to provide a payment date, check number or wire confirmation. Without a specific date of payment, it is impossible to verify their claim, whereas the Claimants evidence definitively shows that no account existed to receive such funds during the relevant period.



3. Claimant's business bank account was **closed on July 05, 2024**, with a negative balance (see exhibit 5-3).
4. The business was formally **dissolved on May 27, 2025**. (See Exhibit 5-5).
5. Any attempt by the Debtors to satisfy this claim via the previous account was impossible due to these closures.

II. OBJECTION TO DISALLOWANCE

6. Debtors assumed an abrupt termination of contract services in regards to incorrect Insurance (see exhibit 3-7) as a Bad Faith Objection because their own written requirements (see exhibits 4-3- 4-6) contradict their verbal/email deviations (see exhibits 3-14, 3-23 and 3-25).

Fundamentally, letters from the **NC Department of Insurance and National General Insurance** (see exhibits 4-1- 4-2) confirm the Claimant's insurance was correct at all times. Furthermore, the contract the debtor tried to enforce is unenforceable (see exhibit 3-7) because the Insurance requirements is an anomaly to the laws of the State of NC, where work is performed. Debtor did not request a meeting of minds so therefore the debtor attempted to modify material without Milestone NEMT, LLC consent with much expressed disdain and disregard (see exhibits 3-5, 3-26 - 3-31), which is generally not permitted during a standard contract assumption.

7. ModivCare's own "Welcome Letter" and Credentialing platform documents (see exhibits 1-2- 1-9) show they accepted the insurance on file before services were rendered.

7a. Exhibits (3-2c-3-4b, 3-7, 3-11 3-14,3-20,3-22 3-23,3-25) and (3-26-3-30) show the Debtors' internal confusion and lack of foundation regarding their own insurance requirements and lack of enthusiasm regarding communication. In addition, in showing Debtor's lack of personal knowledge regarding NC TRACKS position confirms the admissions of internal confusion (see exhibit 3-19)-NC TRACKS houses data information for the centralized portal for health care providers and recipients to manage claims, enrollment and plan participant eligibility and benefits, it does not have any governing authority to set insurance guidelines and requirements for NC health and human services which regulate transportation benefits for plan participants and providers, responsibility of NC-TRACKS clarified(see exhibit 2-2). The Debtor remains in material breach of agreement regarding insurance and non-payment.

III. RESERVATION OF RIGHTS

8. Creditor expressly reserves the right to amend, modify, or supplement this Response, including the right to provide additional documentation or evidence as it becomes available.
9. Creditor further reserves all rights, claims, and defenses it may have against the Debtors, including, without limitation, the right to contest any further objections filed by the Debtors or any other party in

interest in these Chapter 11 cases.

10. Nothing contained in this Response shall be deemed a waiver of any of Creditor's rights under the Bankruptcy Code or applicable non-bankruptcy law.

IV. RELIEF REQUESTED

Wherefore, Claimant respectfully requests the Court overrule the Objection order and allow Claim 894 in the entirety to the address provided.


12. Claimant further requests that the Court award Insolvency/ Economic destruction payment in the amount of **\$1,850,000** representing the collapse and complete business breakdown sustained due to the Debtors' material breach of contract and failure to recognize valid insurance identity.

13. Because the Claimant's business has been dissolved and the original bank account closed, Claimant requests that the Court direct the Reorganized Debtors to issue this payment via physical check to the address listed below:

113 Cayuse way, Elizabeth City NC 27909

13. Claimant requests such other and further relief as the Court deems just and proper.

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 04/22/2026

X 

Maxine Randolph/Milestone NEMT LLC

3. Table of Exhibits

Exhibit	Description	Evidence Provided
1	Welcome Letter/ Internal Routing Checklist Credentialing Checklist Certificate of Liability Insurance Modivcare Transportation Provider Agreement	Proves Modivcare accepted the insurance a formal authorization initiating and establishing the contractual relationship (1-1a) Internal Routing Checklist and Credentialing checklist reveal documents were submitted and approved to render services (1-2-1-3) Certificate of Insurance shows approval stamps and acceptance from inception and renewal periods also shows symbol and type of insurance submitted/accepted to render services as well as Insurance was active and intact at all times (1-4-1-9) Modivcare Transportation Provider agreement shows vehicle Insurance requirements which contradict vehicle Insurance requirements written and approved accepted to implement authority to render services (1-10)
2	NC Rate Facility validation Purpose of NC TRACKS NCDOJ emails Petitioner email correspondence	Correspondence email from National General Underwriter to Agent validating the specification of NC Rate Facility (2-1) About NC TRACKS (2-2) Email correspondence to/from NCDOJ regarding affirming proper consumer protection services (2-3-2-4) Email correspondence from Petitioner regarding opportunities in the present
3	31 Email correspondence between Debtor and Creditor and Summary	Correspondence of 31-Email thread show repetitive Admissions of internal confusion, lack of foundation and personal knowledge, disdain, disregard and disrespect by debtor as it relates to business partnership (3-2c-3-20) and (3-21-3-30) (3-1) Shows access disabled to view trip list on Modivcare Provider Portal Account prior to operational inactive date

4	<p>Correspondence from NC Department of Insurance</p> <p>Correspondence from National General Insurance</p> <p>Modivcare Q4 NC quarterly online presentation-Insurance Requirements</p> <p>Modivcare NC Credentialing Requirements Checklist</p> <p>NC Department of Health and Human Services resource and reference materials as it relates to NEMT Transportation participation requirements and benefits</p>	<p>Verification from State regulator regarding insurance compliance (4-1)</p> <p>Letter from carrier confirming policy was correct for the risk (4-2)</p> <p>Insurance Requirements from Q4 quarterly presentation concur with Modivcare official written standards contradicting their current objection and further validates admission to internal confusion (4-4)</p> <p>Credentialing Checklist Identifies the scope of required documents for specified insurance types (4-5- 4-6)</p> <p>NC Health and Human Services Resource and Reference material (fact sheets) provides baseline of expectations regarding transportation provider participants and the required documents as it relates to the NEMT transportation manage care policy (4-7-4-16)</p>
5	<p>Financial Rebuttal</p> <p>Bank account Closure Letter</p> <p>NC Articles Dissolution</p>	<p>Redacted records confirming “Cure”/satisfied claim amount was never received. Official bank letter and statement confirms a negative balance at closure date (5-1-5-4)</p> <p>Formal Certificate from NC Secretary of State proving entity was dissolved</p>
6	Form 410	Original Proof of claim and statement (6-1-6-7)

4. Summary for Exhibits (Email Thread) (3-1-3-30)

The email thread confirms that despite the Claimant providing state-verified insurance proof, and Modivcare's own written requirements, ModivCare's staff provided conflicting requirements and failed to update their internal systems, leading to the wrongful termination of services to clients/recipients and ultimately resulting in the dissolution of the business and partnership.

"I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on 04/22/2026

Sign Maurine Rando

5. Certificate of Service


I certify that on 04/22/2026, I served a copy of this packet via U.S. Mail to:

Debtors' Counsel: Hunton Andrews Kurth LLP,

Attn: Tad Davidson II,

600 Travis St, Ste 4200,

Houston, TX 77002.

X 

Maxine Randolph/Milestone NEMT, LLC

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

In re: MODIVCARE INC., et al.,

Debtors.

Case No. 25-90309 (ARP)

**ORDER OVERRULING REORGANIZED DEBTORS' ELEVENTH OMNIBUS OBJECTION
WITH PREJUDICE AS TO CLAIM NO. 894**

6. Proposed Order

IT IS HEREBY ORDERED THAT:

1. The Objection is **OVERRULED WITH PREJUDICE** as to Claim Number **894** filed by the Claimant, Maxine Randolph/MILESTONE NEMT, LLC.
2. Claim Number **894** is hereby allowed in full as a **General Unsecured** claim in the amount of **\$1,850,000.00**
3. The Reorganized Debtors and their claims agent, Verita Global, are authorized and directed to update the official claims register in these Chapter 11 Cases to reflect the allowance of this claim in accordance with this Order.
4. The relief granted herein is a final adjudication on the merits of the Objection as it pertains to this specific claim. The Reorganized Debtors are permanently barred from asserting further objections to this claim based on the grounds set forth in the Eleventh Omnibus Objection.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

6. **SO ORDERED.**

7. Dated: _____, 202

Houston, Texas

X SIGNED: _____

8. _____