

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED

NOV 18 2025

Nathan Ochsner, Clerk of Court

In re:

MODIVCARE INC., et al.,

Debtors.

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Case No. 25-90309

Chapter 11

(Jointly Administered)

**MOTION FOR ENTRY OF AN ORDER EXTENDING, NUNC PRO TUNC, THE DEADLINE TO
FILE OBJECTION TO THE DEBTORS' NOTICE OF ASSUMPTION AND ASSIGNMENT OF
EXECUTORY CONTRACT(S)**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW **Jackson County Fire Rescue** ("Movant"), a party in interest, and files this
**Motion for Entry of an Order Extending, Nunc Pro Tunc, the Deadline to File an
Objection to the Debtors' Notice of Assumption and Assignment of Executory
Contract(s)** (the "Motion"), and in support states:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334.
 2. This is a core proceeding under 28 U.S.C. § 157(b)(2).
 3. Venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.
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II. BACKGROUND

4. On **10-30-25**, the Debtors filed their **Notice of Assumption and Assignment of Executory Contracts** (the “Assumption Notice”).
 5. The Assumption Notice set an objection deadline of **November 17, 2025** (the “Objection Deadline”).
 6. Movant is a counterparty to certain **Provider Agreements** listed in the Assumption Notice.
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III. BASIS FOR RELIEF (Nunc Pro Tunc Extension)

7. Upon receiving the Debtors’ **lengthy, multi-state provider list**, Movant immediately began reconciling the list against Movant’s own provider records. Movant’s records are maintained in **different internal systems**, which required coordination among several departments to:
 - confirm if they were impacted.
 - verify the status and terms of the agreement; and
 - determine whether the contract was accurately listed.
8. This reconciliation process was **inherently time-consuming** due to the volume of providers, the decentralized nature of the records, and the need to ensure accuracy before filing any objection.
9. Additionally, the **objection had to be filed physically in Texas**, and Movant **did not have access to electronic filing (ECF)** in the Southern District of Texas. As a result, the objection had to be fully prepared, printed, and delivered for **physical filing**, creating unavoidable **logistical delays**.
10. Movant worked diligently throughout this period, and **the delay in filing was not due to bad faith, neglect of the Court’s orders, or any intentional decision to delay**. Instead, the delay resulted solely from (a) the complexity of reconciling the Debtors’ provider list across numerous operations, and (b) the burden imposed by the need to file physically without ECF access.
11. Once reconciliation was completed and the information compiled, Movant acted **promptly** to finalize and submit both the objection and this Motion seeking nunc pro tunc relief.

12. The delay is **relatively short**, and extending the deadline will not cause prejudice to the Debtors or the estate. To the contrary, allowing the objection to be heard on the merits will assist the Court in accurately determining the rights and obligations under the Provider Agreements.
13. By contrast, denying the extension could cause **significant financial harm** to Movant given the dollar amounts at stake and the consequences of assumption proceeding without a fair opportunity to be heard.
14. For these reasons, Movant respectfully submits that cause exists for extending the Objection Deadline **nunc pro tunc**.

IV. REQUEST FOR RELIEF

WHEREFORE, Movant respectfully requests that the Court enter an order:

- a. **Extending, nunc pro tunc**, Movant's deadline to object to the Assumption Notice;
- b. **Deeming Movant's objection timely** as of the date it is filed; and
- c. Granting such other and further relief as the Court deems proper.

Respectfully submitted this 18th day of November 2025.

Jackson County Fire Rescue

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