

**ENTERED**

December 04, 2024

Nathan Ochsner, Clerk

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**Re: Docket No.****ORDER (I) AUTHORIZING DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED  
LEASES, (II) AUTHORIZING THE ABANDONMENT OF CERTAIN  
PERSONAL PROPERTY, IF ANY, AND (III) APPROVING AND ESTABLISHING  
PROCEDURES TO REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the emergency motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) authorizing the rejection of the Initial Leases/Contracts, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, and (c) authorizing and approving the Rejection Notice to affected Counterparties, as more fully described in the Motion; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these chapter 11 cases and related

<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and this Court having reviewed and considered the Motion and the First Day Declaration; and this Court having held a hearing, if necessary, to consider the relief requested in the Motion on a final basis (the “Hearing”); and this Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing (if any) establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having found that the form and manner of the Rejection Notice to be delivered pursuant to the Rejection Procedures are reasonably calculated to provide each Counterparty with proper notice of (x) the prospective rejection of its Contract or Lease, (y) the effective date thereof, and (z) the objection deadline in connection therewith; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before this Court; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. Pursuant to section 365 of the Bankruptcy Code, the Initial Leases/Contracts are rejected, effective as of the applicable Initial Lease/Contract Rejection Dates asset forth on **Exhibit 1** annexed hereto.
2. The following procedures (the “Rejection Procedures”) are hereby approved in connection with rejecting Contracts and Leases:

- (a) **Rejection Notice.** To reject a Contract or Lease in accordance herewith, the Debtors shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the “Rejection Notice”), that includes a copy of this Order (without the form Rejection Notice attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the “Rejection Date”), which may be the filing date of the Motion or, for a real property Lease, the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice. Each Rejection Notice may list multiple Contracts or Leases and, notwithstanding Bankruptcy Rule 6006(f)(6), may list more than 100 Contracts or Leases; *provided*, that each Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty and a copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors’ right to file multiple separate Rejection Notices in their sole discretion.
- (b) **Service of Rejection Notice.** The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties.
- (c) **Objection Procedures.** The deadline to file an objection (“Rejection Objection”) to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Central Time) on the date that is seven days from the date the Rejection Notice is filed and served (the “Rejection Objection Deadline”). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with this Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Bankruptcy Local Rules, and the *Procedures for Complex Cases in the Southern District of Texas*, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease,

or vice versa, only the component actually objected to shall be considered opposed.

- (d) **No Unresolved Objection.** If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.
- (e) **Unresolved Objection.** If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that this Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by this Court.
- (f) **Modifications of Rejection Notice.** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.
- (g) **Abandoned Property.** The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of this Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.
- (h) **Rejection Damages.** Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in these chapter 11 cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (i) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in these chapter 11 cases, (ii) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in these chapter 11 cases, and (iii) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in these chapter 11 cases.

3. The Debtors' rejection of the Contracts and Leases in accordance with the Rejection Procedures is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

4. Approval of the Rejection Procedures and this Order shall not prevent the Debtors from seeking to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, or chapter 11 plan), nor, for the avoidance of doubt, shall the Debtors be precluded from assuming and assigning a Contract or Lease by a separate court filing.

5. Absent order of this Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

6. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

7. Notwithstanding the relief granted herein and any actions taken pursuant to such relief, nothing in this Order shall be deemed (a) an admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable nonbankruptcy law, (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds, (c) a promise or requirement to pay any claim, (d) an implication or admission that any particular claim is of a type specified or defined in the Motion or any order granting the relief requested by the Motion or a finding that any particular claim is an administrative expense claim or other priority claim, (e) a request or authorization to assume or

adopt any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code, (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates, (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law, or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. Any period of time prescribed or allowed by the Rejection Procedures shall be computed in accordance with Bankruptcy Rule 9006.


9. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

10. Any Bankruptcy Rule or Bankruptcy Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

11. The Debtors are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of this Court.

12. This Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: December 04, 2024

  
Alfredo R Pérez  
United States Bankruptcy Judge

**Exhibit 1****Initial Leases/Contracts**

<b>Counterparty</b>	<b>Debtor</b>	<b>Lease/Contract Description</b>	<b>Counterparty Address</b>	<b>Rejection Date</b>
Keith Hoogland Limited Partnership	Wellpath Community Care Centers of Indiana, P.C	Commercial Lease Agreement	5071 E. 10th Street, Indianapolis, IN 46201	11/11/24
Sai Ram Associates, LP	Wellpath Community Care, LLC	Commercial Lease Agreement	1130 Conroy Lane, Roseville, CA 95661	11/11/24
Sai Ram Associates, LP	Wellpath Community Care, LLC	Amendment 1	1130 Conroy Lane, Roseville, CA 95661	11/11/24
Sai Ram Associates, LP	Wellpath Community Care, LLC	Amendment 2	1130 Conroy Lane, Roseville, CA 95661	11/11/24
Client Network Services LLC DBA CNSI	Wellpath LLC	Consent to Sublease	825 Centennial Way Suite 100, Lansing MI	11/11/24
Yopp Properties, LLC	Wellpath Community Care, LLC	Commercial Lease Agreement	755 Highland Oaks Dr., Winston Salem NC	11/11/24
Modern Hope of North Carolina, LLC	Wellpath Community Care Management, LLC	Sublease Agreement	755 Highland Oaks Dr., Winston Salem NC	11/11/24
Rap East, LLC	Wellpath Community Care Centers of Virginia, LLC	Lease Agreement	11049 Warwick Blvd., Newport News VA	11/11/24
Uniquely You Services, LLC	Wellpath Community Care Management, LLC	Sublease Agreement	11049 Warwick Blvd., Newport News VA	11/11/24
Dover Properties, LLC (assignee of 2422 West Sugar Creek, LLC)	Wellpath Community Care, LLC	Commercial Lease Agreement	2422 W Sugar Creek Rd., Charlotte NC	11/11/24
Dover Properties, LLC (assignee of 2422 West Sugar Creek, LLC)	Wellpath Community Care, LLC	Amendment 1	2422 W Sugar Creek Rd., Charlotte NC	11/11/24

Dover Properties, LLC (assignee of 2422 West Sugar Creek, LLC)	Wellpath Community Care Centers of North Carolina, P.C. (assignee of Wellpath Community Care, LLC)	Amendment 2	2422 W Sugar Creek Rd., Charlotte NC	11/11/24
Moulin Bouge, Inc.	Wellpath Community Care Management, LLC	Sublease Agreement	2422 W Sugar Creek Rd., Charlotte NC	11/11/24
Moulin Bouge, Inc.	Wellpath Community Care Management, LLC	Commencement Agreement	Sublease of 2422 W Sugar Creek Rd, Charlotte NC	11/11/24
OneStream Software, LLC	Wellpath LLC	Use of OneStream Services		11/11/24



**Exhibit 2**

**Form of Rejection Notice**

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**[NUMBER] NOTICE OF REJECTION OF CERTAIN EXECUTORY CONTRACTS  
AND/OR UNEXPIRED LEASES (AND THE ABANDONMENT OF PROPERTY)**

**PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1  
ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS  
OR LEASES AND READ THE CONTENTS OF THIS NOTICE  
CAREFULLY.**

**PLEASE TAKE NOTICE** that, on November 11, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). The Debtors’ chapter 11 cases are being jointly administered under case number 24-90533 (ARP).

**PLEASE TAKE FURTHER NOTICE** that, on [•], 2024, the Court entered the order attached hereto (without exhibits) as Schedule 2 [Docket No. [•]] (the “Order”)<sup>2</sup> that, among other things, authorized and established procedures for the rejection of Contracts and Leases and the abandonment of certain property in connection therewith (the “Rejection Procedures”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order and this written notice (this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on Schedule 1 attached

<sup>1</sup> A complete list of the Debtors (as defined below) in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about these chapter 11 cases can be accessed on the Debtors’ case information website located at <https://dm.epiq11.com/Wellpath>. If you have any questions, please contact, Epiq, the Debtors’ claims and noticing agent, at +(888) 884-6182 (toll-free in the U.S. and Canada), +1 (503) 479-4073 (international), or email [wellpathinfo@epiqglobal.com](mailto:wellpathinfo@epiqglobal.com). Epiq cannot provide legal advice.

hereto is hereby rejected effective as of the date (the “Rejection Date”) set forth therein or such other date as the Debtors and the applicable Counterparty agree.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Rejection Procedures, parties seeking to object to the proposed rejection of any of the Contracts or Leases on **Schedule 1** attached hereto, or the proposed abandonment of property in connection therewith, must file and serve a written objection so that such objection is filed with the Court on the docket of these chapter 11 cases and that the following parties actually receive such objection no later than 4:00 p.m. (prevailing Central Time) on [•]<sup>3</sup> (the “Rejection Objection Deadline”): (i) the U.S. Trustee, 515 Rusk Street, Suite 3516, Houston, Texas 77002, Attn: Ha Nguyen (Ha.Nguyen@usdoj.gov), Susan Hersh (Hersh.Susan@usdoj.gov); (ii) proposed counsel to the Debtors, McDermott Will & Emery LLP, 2501 N. Harwood Street, Suite 1900, Attn.: Marcus A. Helt (mhelt@mwe.com), and McDermott Will & Emery LLP, 444 West Lake Street, Suite 4000, Chicago, Illinois 60606, Attn.: Felicia Gerber Perlman (fperlman@mwe.com), Bradley Thomas Giordano (bgiordano@mwe.com), Jake Jumbeck (jjumbeck@mwe.com), Carole Wurzelbacher (cwurzelbacher@mwe.com), and Carmen Dingman (cdingman@mwe.com), and McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, New York 10017, Attn: Steven Z. Szanzer (sszanzer@mwe.com); (iii) counsel to the DIP Lenders and counsel to the Ad Hoc Group, Akin Gump Strauss Hauer & Feld LLP, 2001 K Street, N.W., Washington, DC 20006, Attn: Scott L. Alberino (salberino@akingump.com) and Kate Doorley (kdoorley@akingump.com); and (iv) counsel to any statutory committee appointed in these chapter 11 cases, [•]. Please note that the Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient).

**PLEASE TAKE FURTHER NOTICE** that each Rejection Objection must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the *Procedures for Complex Cases in the Southern District of Texas*, and (c) state, with specificity, the legal and factual bases thereof.

**PLEASE TAKE FURTHER NOTICE** that, absent the proper and timely filing and service of a Rejection Objection, the rejection of each Contract and Lease set forth on **Schedule 1** attached hereto shall become effective on the Rejection Date set forth therein or such other date as the Debtors and the applicable Counterparty agree, and any personal property of the Debtors listed on **Schedule 1** attached hereto shall be deemed abandoned as of that same date.

**PLEASE TAKE FURTHER NOTICE** that, if a Rejection Objection is properly and timely filed and served, and not withdrawn or resolved, the Debtors shall file with the Court a notice for a hearing to consider the Rejection Objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease (and any abandonment of personal property in connection therewith) shall be treated as set forth in the immediately preceding paragraph, unless otherwise ordered by the Court.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are

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<sup>3</sup> [This placeholder will be updated to indicate the date that is seven days after the date that the Debtors file and serve the Rejection Notice, subject to Bankruptcy Rule 9006.]

prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

**PLEASE TAKE FURTHER NOTICE** that, to the extent you wish to assert a claim with respect to the rejection of your Contract or Lease, you must do so by the later of (a) the deadline for filing proofs of claim established in these chapter 11 cases, (b) 35 days after the date of filing of the applicable Rejection Notice, or (c) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. IF YOU FAIL TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM BY THE DEADLINE SET FORTH HEREIN, YOU WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (I) ASSERTING SUCH CLAIM AGAINST ANY OF THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (II) VOTING ON ANY CHAPTER 11 PLAN FILED IN THESE CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM, AND (III) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

*[Remainder of page intentionally left blank]*

Dated: [·], 2024  
Dallas, Texas

/s/

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Marcus A. Helt (Texas Bar #24052187)  
MCDERMOTT WILL & EMERY LLP  
2501 N. Harwood Street, Suite 1900  
Dallas, Texas 75201-1664  
Telephone: (214) 295-8000  
Facsimile: (972) 232-3098  
Email: mhelt@mwe.com

-and-

Felicia Gerber Perlman (*pro hac vice* admission pending)  
Bradley Thomas Giordano (*pro hac vice* admission pending)  
Jake Jumbeck (*pro hac vice* admission pending)  
Carole Wurzelbacher (*pro hac vice* admission pending)  
Carmen Dingman (*pro hac vice* admission pending)  
MCDERMOTT WILL & EMERY LLP  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606-0029  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: fperlman@mwe.com  
bgiordano@mwe.com  
jjumbeck@mwe.com  
cwurzelbacher@mwe.com  
cdingman@mwe.com

-and-

Steven Z. Szanzer (*pro hac vice* admission pending)  
MCDERMOTT WILL & EMERY LLP  
One Vanderbilt Avenue  
New York, New York 10017  
Telephone: (212) 547-5400  
Facsimile: (212) 547-5444  
Email: sszanzer@mwe.com

*Proposed Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Schedule of Rejected Contracts and Leases**

**Schedule 2**

Order (without form Notices)