

**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)
	:
Debtors. ¹	: (Jointly Administered)
	:
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**STATEMENT OF FINANCIAL AFFAIRS FOR
VRI INTERMEDIATE HOLDINGS, LLC (CASE NO. 25-90378)**

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 these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



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**GLOBAL NOTES, METHODOLOGY,
AND SPECIFIC DISCLOSURES REGARDING
THE DEBTORS' SCHEDULES OF ASSETS AND
LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

ModivCare Inc. and its debtor affiliates, as debtors and debtors-in-possession in the above-captioned Chapter 11 Cases (collectively, the “**Debtors**” or the “**Company**”), filed their respective Schedules of Assets and Liabilities (each, a “**Schedule**” and, collectively, the “**Schedules**”) and Statements of Financial Affairs (each, a “**Statement**” and, collectively, the “**Statements**” and, together with the Schedules, the “**Schedules and Statements**”) with the United States Bankruptcy Court for the Southern District of Texas (the “**Court**”). The Debtors, with the assistance of their legal and financial advisors, prepared the unaudited Schedules and Statements in accordance with section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), rule 1007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 1007-1 of the Bankruptcy Local Rules for the Southern District of Texas.

These global notes and statements of limitations, methodology, and disclaimers regarding the Debtors’ Schedules and Statements (the “**Global Notes**”) pertain to, are incorporated by reference in, and comprise an integral part of, all of the Schedules and Statements, and should be referred to, and referenced in connection with, any review of the Schedules and Statements.

The Debtors generally prepare their financials on a consolidated basis but the Schedules and Statements reflect the Debtors’ reasonable efforts to report certain financial information of each Debtor on a stand-alone, unconsolidated basis. These Schedules and Statements neither purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles in the United States (“**GAAP**”), nor are they intended to be fully reconciled with the financial statements of each Debtor. The Schedules and Statements are unaudited and

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contain information that is subject to further review and potential adjustment.

In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have made commercially reasonable efforts to ensure the accuracy and completeness of the Schedules and Statements, subsequent information or discovery may result in material changes to the Schedules and Statements. As a result, inadvertent errors or omissions may exist. Accordingly, the Debtors and their directors, managers, officers, agents, attorneys and financial advisors do not guarantee or warrant the accuracy or completeness of the data that is provided herein, and shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein or the Schedules and Statements. In no event shall the Debtors or their directors, managers, officers, agents, attorneys and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused, even if the Debtors or their directors, managers, officers, agents, attorneys, and financial advisors are advised of the possibility of such damages.

The Schedules and Statements have been signed by Chad J. Shandler, the Chief Transformation Officer of the Debtors and an authorized signatory for each Debtor. In reviewing and signing the Schedules and Statements, Mr. Shandler has relied upon the efforts, statements, advice, and representations of personnel of the Debtors and the Debtors' advisors and other professionals. Given the scale of the Debtors' businesses, Mr. Shandler has not (and practically could not have) personally verified the accuracy of each statement and representation in the Schedules and Statements including, but not limited to, statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

Subsequent receipt of information or an audit may result in material changes in financial data requiring amendment of the Schedules and Statements. Accordingly, the Schedules and Statements remain subject to further review and verification by the Debtors. The Debtors reserve their right to amend the Schedules and Statements from time-to-time as may be necessary or appropriate; *provided*, that the Debtors, their agents, and their advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein or to notify any third party should the information be updated, modified, revised, or recategorized except as required by applicable law.

Global Notes and Overview of Methodology

1. **Description of the Cases**. The Debtors commenced these voluntary cases under chapter 11 of the Bankruptcy Code on August 20, 2025 (the "***Petition Date***"). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On August 21, 2025, the Court entered an order authorizing the joint administration of the cases pursuant to Bankruptcy Rule 1015(b) [Docket No. 21]. Notwithstanding the joint administration of the Debtors' cases for procedural purposes, each Debtor has filed its own Schedules and Statements.

The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Chad J. Shandler in Support of Chapter 11 Petitions and First Day Relief* [Docket No. 14].

No trustee or examiner has been requested in these chapter 11 cases. On September 5, 2025, the Office of the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors [Docket No. 124].

2. **Global Notes Controlling.** In the event that the Schedules or Statements differ from any of the Global Notes, the Global Notes shall control.

3. **Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, as noted above, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and supplement the Schedules and Statements as may be necessary or appropriate but do not undertake any obligation to do so; *provided*, that the Debtors, their agents, and their advisors expressly do not undertake any obligation to update, modify, revise, or recategorize the information provided herein or to notify any third party should the information be updated, modified, revised, or recategorized, except as required by applicable law, from time to time. Nothing contained in the Schedules, Statements, or Global Notes shall constitute a waiver of rights with respect to these Chapter 11 Cases including, but not limited to, any rights or claims of the Debtors against any third party or issues involving substantive consolidation, defenses, statutory or equitable subordination, and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant non-bankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.
 - a. **No Admission.** Nothing contained in the Schedules and Statements is intended as, or should be construed as, an admission or stipulation of the validity of any claim against any Debtor, any assertion made therein or herein, or a waiver of any of the Debtors' rights to dispute any claim or assert any cause of action or defense against any party.

 - b. **Claims Description.** Any failure to designate a claim listed on the Schedules and Statements as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtors that such amount is not "disputed," "contingent," or "unliquidated." Each Debtor reserves the right to dispute and to assert setoff rights, counterclaims, and defenses to any claim reflected on its Schedules or Statements on any grounds, including, but not limited to, amount, liability, priority, status, and classification, and to otherwise subsequently designate any claim as "disputed," "contingent," or "unliquidated." The listing of a claim does not constitute an admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules and Statements accordingly.

- c. **Recharacterization.** The Debtors have made reasonable efforts to correctly characterize, classify, categorize, and designate the claims, assets, executory contracts, unexpired leases, and other items reported in the Schedules and Statements. Nevertheless, due to the complexity of the Debtors' businesses, the Debtors may not have accurately characterized, classified, categorized, or designated certain items and/or may have omitted certain items. Accordingly, the Debtors reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate items reported in the Schedules and Statements at a later time as necessary or appropriate, including, without limitation, whether contracts or leases listed herein were deemed executory or unexpired as of the Petition Date and remain executory and unexpired postpetition.

- d. **Classifications.** The listing of (a) a claim (i) on Schedule D as "secured," or (ii) on Schedule E/F as either "priority" or "unsecured," or (b) a contract or lease on Schedule G as "executory" or "unexpired" does not constitute an admission by the Debtors of the legal rights of the claimant or contract counterparty, or a waiver of the Debtors' rights to recharacterize or reclassify such claim or contract pursuant to a schedule amendment, claim objection or otherwise. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a security interest has been undertaken. Except as provided in an order of the Court, the Debtors reserve all rights to dispute and challenge the secured nature or amount of any such creditor's claims or the characterization of the structure of any transaction, or any document or instrument related to such creditor's claim, including whether a lien or security interest is properly perfected under applicable law or subject to any potential avoidance actions.

- e. **Estimates and Assumptions.** The preparation of the Schedules and Statements required the Debtors to make certain reasonable estimates and assumptions with respect to the reported amounts of assets and liabilities, the amount of contingent assets and contingent liabilities, and the reported amounts of revenues and expenses as of the Petition Date. Actual results could differ materially from such estimates. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.

- f. **Causes of Action.** Despite reasonable efforts, the Debtors may not have identified and/or set forth all of their causes of action (filed or potential) against third parties as assets in their Schedules and Statements, including, without limitation, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant bankruptcy and non-bankruptcy laws to recover assets. The Debtors reserve all rights with respect to any causes of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on

contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law they may have (collectively, “*Causes of Action*”), and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, Causes of Action, or avoidance actions, or in any way prejudice or impair the assertion of such claims or Causes of Action.

- g. **Property Rights.** Exclusion of certain property rights, including without limitation intellectual, real, personal, or otherwise, from the Schedules and Statements should not be construed as an admission that such property rights have been abandoned, have been terminated or otherwise expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain property rights shall not be construed to be an admission that such property rights have not been abandoned, have not been terminated, or otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. The Debtors have made every effort to attribute property rights to the rightful Debtor owner, however, in some instances, property rights owned by one Debtor may, in fact, be owned by another. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all property rights.
- h. **Insiders.** In the circumstances where the Schedules and Statements require information regarding “insiders,” the Debtors have included information with respect to the individuals and entities whom the Debtors believe may be included in the definition of “insider” set forth in section 101(31) of the Bankruptcy Code during the relevant time periods. Such individuals may no longer serve in such capacities. The listing or omission of a party as an “insider” for the purposes of the Schedules and Statements is for informational purposes and is not intended to be nor should be construed as an admission that those parties are insiders for purposes of section 101(31) of the Bankruptcy Code. Information regarding the individuals or entities listed as insiders in the Schedules and Statements may not be used for: (a) the purposes of determining (i) control of the Debtors; (ii) the extent to which any individual or entity exercised management responsibilities or functions; (iii) corporate decision-making authority over the Debtors; or (iv) whether such individual or entity (or the Debtors) could successfully argue that they are not an insider under applicable law, including the Bankruptcy Code and federal securities laws,

or with respect to any theories of liability or (b) any other purpose. Furthermore, certain of the individuals or entities identified as insiders may not have been insiders for the entirety of the twelve-month period before the Petition Date, but the Debtors have included them herein out of an abundance of caution. The Debtors reserve all rights with respect thereto.

- i. **Use of Artificial Intelligence.** In certain situations, the Debtors and/or the Debtors' advisors may have used artificial intelligence ("AI") and/or machine learning technology in preparation of the information included in the Statements and Schedules. AI has many benefits including the ability to review large amounts of data in a relatively short period of time, and generate complex output based upon such data. However, AI technology has inherent limitations and can produce inaccurate results. In all cases where AI was utilized, the Debtors and/or the Debtors' advisors made reasonable efforts to have a human review and edit the final content. However, inaccuracies may occur and consequently no assurances can be made regarding the information derived based upon AI technology that was included in the Statements and Schedules.

4. **Methodology**

- a. **Basis of Presentation.** For financial reporting purposes, the Debtors generally prepare consolidated financial statements, which include financial information for both the Debtors and certain non-Debtor subsidiaries and affiliates. Combining the assets and liabilities set forth in the Debtors' Schedules and Statements would result in amounts that would be substantially different from financial information that would be prepared on a consolidated basis under GAAP, due to eliminations related to intercompany and other transactions recorded on the Debtors' financial statements. Therefore, these Schedules and Statements neither purport to represent financial statements prepared in accordance with GAAP nor are they intended to fully reconcile to the financial statements prepared by the Debtors. Unlike the consolidated financial statements, these Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each separate Debtor. Information contained in the Schedules and Statements has been derived from the Debtors' books and records and historical financial statements.

The Debtors attempted to attribute the assets and liabilities, certain required financial information, and various cash disbursements to the proper Debtor entity. However, due to limitations within Debtors' accounting systems, it is possible that not all assets or liabilities have been recorded with the correct legal entity on the Schedules and Statements. Accordingly, the Debtors reserve all rights to supplement and/or amend the Schedules and Statements in this regard.

Given, among other things, the uncertainty surrounding the collection, ownership, and valuation of certain assets and the amount and nature of certain liabilities, including contingent liabilities, a Debtor may report more assets than liabilities.

Such report shall not constitute an admission that such Debtor was solvent on the Petition Date or at any time prior to or after the Petition Date. Likewise, a Debtor reporting more liabilities than assets shall not constitute an admission that such Debtor was insolvent on the Petition Date or at any time prior to or after the Petition Date. For the avoidance of doubt, nothing contained in the Schedules and Statements is indicative of the Debtors' enterprise value. The Schedules and Statements contain unaudited information that is subject to further review and potential adjustment.

- b. **Reporting Date.** Unless otherwise noted, the Schedules and Statements generally reflect the Debtors' books and records as of the close of business on July 31, 2025, and as of the Petition Date for liabilities, adjusted for certain authorized payments under the First Day Orders (as defined herein).
- c. **Confidentiality or Sensitive Information.** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to, among other things, the nature of an agreement between a Debtor and a third party, local restrictions on disclosure, concerns about the confidential or commercially sensitive nature of certain information (e.g., personally identifiable information of individuals), or concerns for the privacy of the Debtors' creditors, employees, and customers. The alterations will be limited to only what is necessary to protect the Debtors or the applicable third party. The Debtors are also authorized or required to redact certain information from the public record pursuant to the *Order (A) Authorizing the Debtors to (I) File a Consolidated Creditor Matrix and List of the 30 Largest Unsecured Creditors, and (II) to Redact Certain Personally Identifiable Information; (B) Waiving the Requirement to File a List of Equity Security Holders; (C) Authorizing Service of Parties in Interest by Electronic Mail; (D) Approving the Form and Manner of Notifying Creditors of the Commencement of the Chapter 11 Cases; And (E) Granting Related Relief* [Docket No. 53], which authorizes the Debtors to redact, seal, or otherwise protect such information from public disclosure.
- d. **Consolidated Entity Accounts Payable and Disbursement Systems.** As described more fully in the *Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing Debtors to (I) Continue Existing Cash Management System, (II) Maintain Existing Business Forms, and (III) Continue Intercompany Transactions; and (B) Granting Related Relief* [Docket No. 16] (the "**Cash Management Motion**"), the Debtors utilize an integrated, centralized cash management system in the ordinary course of business to collect, concentrate, and disburse funds generated by their operations (the "**Cash Management System**"). The Debtors maintain a consolidated accounts payable and disbursements system to pay operating and administrative expenses through various disbursement accounts.

The listing of any amounts with respect to such receivables and payables is not, and should not be construed as, an admission or conclusion of the Debtors regarding the allowance, classification, validity, or priority of such account or

characterization of such balances as debt, equity, or otherwise. For the avoidance of doubt, the Debtors reserve all rights, claims, and defenses in connection with any and all intercompany receivables and payables including, but not limited to, with respect to the characterization of intercompany claims, loans, and notes.

Prior to the Petition Date, the Debtors and certain non-Debtor affiliates and subsidiaries engaged in intercompany transactions (the “**Intercompany Transactions**”) in the ordinary course of business, which resulted in intercompany receivables and payables. Pursuant to the *Interim Order (A) Authorizing Debtors to (I) Continue Existing Cash Management System, (II) Maintain Existing Business Forms, and (III) Continue Intercompany Transactions; and (B) Granting Related Relief* [Docket No. 59], the Court has authorized (on an interim basis) the Debtors to continue to engage in Intercompany Transactions in the ordinary course of business subject to certain limitations set forth therein. Due to the large number of Debtors and the complex nature of their intercompany transactions, it would be unduly burdensome to provide a complete listing of all intercompany balances. Accordingly, intercompany balances have been excluded from Schedule A/B and Schedule E/F

In addition, certain of the Debtors act on behalf of or make payments for other Debtors and certain non-Debtor affiliates and subsidiaries. Reasonable efforts have been made to indicate the ultimate beneficiary of a payment or obligation. Whether a particular payment or obligation was incurred by the entity actually making the payment or incurring the obligation is a complex question of applicable non-bankruptcy law, and nothing herein constitutes an admission that any Debtor entity is an obligor with respect to any such payment. The Debtors reserve all rights to reclassify any payment or obligation as attributable to another entity and all rights with respect to the proper accounting and treatment of such payments and liabilities.

- e. **Duplication.** Certain of the Debtors’ assets, liabilities, and prepetition payments may properly be disclosed in response to multiple parts of the Statements and Schedules. To the extent these disclosures would be duplicative, the Debtors have endeavored to only list once such assets, liabilities, and prepetition payments.
- f. **Net Book Value of Assets.** In many instances, current market valuations are not maintained by or readily available to the Debtors. It would be prohibitively expensive, unduly burdensome, and an inefficient use of estate resources for the Debtors to obtain current market valuations for all assets. As such, unless otherwise indicated, net book values as of the Petition Date are presented for all assets. When necessary, the Debtors have indicated that the value of certain assets is “Unknown” or “Undetermined.” Amounts ultimately realized may vary materially from net book value (or other value so ascribed). Accordingly, the Debtors reserve all rights to amend, supplement, and adjust the asset values set forth in the Schedules and Statements. Assets that have been fully depreciated or that were expensed for accounting purposes either do not appear in these Schedules and Statements or are listed with a zero-dollar value, as such assets have no net book value. The omission of an asset from the Schedules and Statements does not constitute a representation

regarding the ownership of such asset, and any such omission does not constitute a waiver of any rights of the Debtors with respect to such asset. Nothing in the Debtors' Schedules and Statements shall be, or shall be deemed to be, an admission that any Debtor was solvent or insolvent as of the Petition Date or any time prior to the Petition Date.

- g. **Currency.** All amounts shown in the Schedules and Statements are in U.S. Dollars, unless otherwise indicated.
- h. **Payment of Prepetition Claims Pursuant to First Day Orders.** Following the Petition Date, the Court entered various orders authorizing the Debtors to, among other things, (a) prevent interruptions to the Debtors' businesses'; (b) ease the strain on the Debtors' relationships with certain essential constituents, including employees, vendors, customers, insurance providers, sureties and issuers under commercial bonds and letters of credit and the beneficiaries thereof, cash management banks, taxing authorities, and utility providers; and (c) provide access to critical financing and capital, the "**First Day Orders**"). Accordingly, outstanding liabilities may have been reduced by any Court-approved postpetition payments made on prepetition payables. To the extent these liabilities have been satisfied, they are not listed in the Schedules and Statements, unless otherwise indicated. The Debtors reserve the right to update the Schedules and Statements to reflect additional payments made pursuant to an order of the Court (including the First Day Orders).
- i. **Other Paid Claims.** To the extent the Debtors have reached any postpetition settlement with a vendor or other creditor, the terms of such settlement will prevail, supersede amounts listed in the Schedules and Statements, and shall be enforceable agreement by all parties, subject to Court approval (to the extent necessary). To the extent the Debtors pay any of the claims listed in the Schedules and Statements pursuant to any order of the Court, including the *Interim Order (A) Authorizing Debtors to Pay Prepetition Trade Claims in the Ordinary Course of Business, and (B) Granting Related Relief* [Docket No. 64] the Debtors reserve all rights to amend and supplement the Schedules and Statements and take other action, such as filing claims objections, as is necessary and appropriate to avoid overpayment or duplicate payment for such liabilities.
- j. **Setoffs.** The Debtors routinely incur setoffs in the ordinary course of business that arise from various items including, but not limited to, intercompany transactions, counterparty settlements, pricing discrepancies, overpayments, returns, warranties, charge backs, credits, rebates, returns, refunds, negotiations, and/or disputes between the Debtors and their customers and/or suppliers. These normal, ordinary course setoffs and nettings are common in the Debtors' line of business. Any setoff of a prepetition debt to be applied against the Debtors is subject to the automatic stay and must comply with section 553 of the Bankruptcy Code.
- k. **Accounts Receivable.** The accounts receivable information listed on the Schedules includes receivables from the Debtors' customers and are calculated net

of any amounts that, as of the Petition Date, may be owed to such customers in the form of offsets or other price adjustments pursuant to the Debtors' customer program policies and day-to-day operating policies and any applicable Court order. In addition, the amounts shown reflect only invoiced (billed) accounts receivable and do not include unbilled receivables or other accrued revenue.

- l. **Property and Equipment.** Unless otherwise indicated, owned property and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors, or may have secured financing arrangements with third parties for the payment of such equipment. To the extent possible, any such leases are set forth in the Schedules and Statements. Nothing in the Statements or Schedules is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues including, but not limited to, the recharacterization thereof.
- m. **Liens.** The property and equipment listed in the Statements and Schedules are presented without consideration of any asserted mechanics', materialmen, or other liens that may attach (or have attached) to such property and equipment. UCC liens as of the Petition Date, if any, are listed on Schedule D. The Debtors reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be perfected by a creditor.
- n. **Excluded Assets and Liabilities.** Certain liabilities resulting from accruals, liabilities recognized in accordance with GAAP, and/or estimates of long-term liabilities either are not payable at this time or have not yet been reported. Therefore, they do not represent specific claims as of the Petition Date and are not otherwise set forth in the Schedules. Additionally, certain deferred assets, charges, accounts or reserves recorded for GAAP reporting purposes only, and certain assets with a net book value of zero are not included in the Schedules. Excluded categories of assets and liabilities include, but are not limited to, deferred tax assets and liabilities, deferred income, deferred charges, self-insurance reserves, favorable lease rights, and unfavorable lease liabilities. Other immaterial assets and liabilities may have been excluded.
- o. **Undetermined Amounts.** The description of an amount as "unknown," or "undetermined" is not intended to reflect upon the materiality of such amount.
- p. **Totals.** All totals that are included in the Schedules and Statements represent totals of all the known amounts included in the Schedules and Statements and exclude items identified as "unknown" or "undetermined." If there are unknown or undetermined amounts, the actual totals may be materially different from the listed totals. To the extent a Debtor is a guarantor of debt held by another Debtor, the amounts reflected in these Schedules are inclusive of each Debtor's guarantor obligations.

- q. **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services, or taxes are listed as the amounts entered on the Debtors' books and records and may either (i) not reflect credits, allowances, or other adjustments due from such creditors to the Debtors or (ii) be net of accrued credits, allowances, or other adjustments that are actually owed by a creditor to the Debtors on a postpetition basis on account of such credits, allowances, or other adjustments earned from prepetition payments and postpetition payments, if applicable. The Debtors reserve all of their rights with regard to such credits, allowances, and other adjustments, including but not limited to, the right to assert claims objections and/or setoffs with respect to the same.
- r. **Guarantees and Other Secondary Liability Claims.** The Debtors exercised their reasonable efforts to locate and identify guarantees and other secondary liability claims (the "**Guarantees**") in their secured financings, debt instruments, and other agreements. However, a review of these agreements, specifically the Debtors' unexpired leases and executory contracts, is ongoing. Where such Guarantees have been identified, they have been included in the relevant Schedules G and H for the affected Debtor or Debtors. The Debtors have reflected the obligations under the Guarantees for both the primary obligor and the guarantors with respect to their secured financings and debt instruments on Schedule H. Guarantees embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other agreements inadvertently may have been omitted. The Debtors may identify additional Guarantees as they continue their review of their books and records and contractual agreements. The Debtors reserve their rights, but are not required, to amend the Schedules and Statements if additional Guarantees are identified.
- s. **Leases.** In the ordinary course of their business, the Debtors may lease property from certain third-party lessors for use in the daily operation of their business. Any such leases are set forth in Schedule G and any amount due under such leases that was outstanding as of the Petition Date is listed on Schedule E/F. The property subject to any of such leases is not reflected in Schedule A/B as either owned property or assets of the Debtors nor is such property reflected in the Debtors' Statements as property or assets of third parties within the control of the Debtors. Notwithstanding the requirements of ASC 842, the Debtors have not listed the value of the right-of-use assets related to such leases in the Schedules of Assets, as such amounts do not represent owned property of the Debtors.
- t. **Executory Contracts and Unexpired Leases.** Although the Debtors made diligent efforts to attribute each executory contract and unexpired lease to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so. Accordingly, the Debtors reserve all of their rights with respect to the named parties of any and all executory contracts and unexpired leases, including the right to amend Schedule G. In addition, although the Debtors have made diligent attempts to properly identify executory contracts and unexpired leases, the inclusion or omission of a contract or lease on Schedule G does not constitute an admission or waiver as to the executory or unexpired nature (or non-executory or

expired nature) of the contract or lease, or an admission as to the existence or validity of any Claims held by any counterparty to such contract or lease. Furthermore, while the Debtors have made diligent attempts to properly identify all executory contracts and unexpired leases, inadvertent errors, omissions, or over-inclusion may have occurred.

- u. **Allocation of Liabilities.** The Debtors, in consultation with their advisors, have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend and/or supplement the Schedules and Statements as they deem appropriate in this regard.
- v. **Unliquidated Claim Amounts.** Claim amounts that could not be readily quantified by the Debtors are scheduled as “unliquidated.”

Specific Schedule Disclosures

Schedules A/B, D, E/F, G, and H may contain explanatory or qualifying notes that pertain to the information provided in the Schedules. Those Schedule-specific notes are incorporated herein by reference. Unless otherwise noted, the asset totals listed on the Schedules are derived from amounts included in the Debtors’ books and records as of July 31, 2025. To the extent there are unknown or undetermined amounts, the actual total may be different from the total listed.

1. Schedule A/B

- a. **Part 1.** As more particularly described in the Cash Management Motion, the Debtors’ Cash Management System is composed of 116 bank accounts, (each, a “**Bank Account**” and, collectively, the “**Bank Accounts**”). The Debtors’ Bank Accounts are located in the United States and are maintained with Bank of California, CIBC Bank, Citizens Bank, HSBC Bank, JP Morgan Chase Bank, Morgan Stanley, PNC Bank, Truist Bank, Vantage Bank Texas, Webster Bank, and Wells Fargo. Additional detail about the Cash Management System is provided in the Cash Management Motion.

A/B 4. Collateral accounts are disclosed under A/B 4, which hold restricted cash pledged to certain insurance carriers under the Debtors’ risk and bonding programs. Funds in the collateral accounts are not available for general corporate purposes and may be withdrawn or applied only at the direction of the applicable carrier pursuant to the governing collateral agreements.

- b. **Part 2.** The Debtors maintain certain deposits in the ordinary course of their business operations. These deposits are included in the Schedules for the appropriate legal entity. Types of deposits include, among other things, security deposits and utility deposits. Certain prepaid or amortized assets are not listed in Part 2 in accordance with the Debtors’ accounting policies. The amounts listed in

Part 2 do not necessarily reflect values that the Debtors will be able to collect or realize.

- c. **Part 3.** The accounts receivable balances in this section exclude intercompany receivables. The amounts shown reflect only invoiced (billed) accounts receivable and do not include unbilled receivables or other accrued revenue. Uncollectible receivables are disclosed as they appear on the Debtors' books and records and the Debtors make no representation as to the ultimate collectability of any receivable disclosed in Part 3.
- d. **Part 5.** The Debtor owns self-service biometric screening stations ("stations"), which are deployed in the ordinary course of business to various retail locations and are generally configured to allow for periodic end-user measurement and monitoring of various biometric markers. The stations are recorded on the Debtors' books and records as fixed assets and, accordingly, their values are disclosed in Part 8. On occasion, certain customers elect to purchase stations. In such instances, the Debtors reclassify the relevant fixed asset to inventory immediately prior to sale. As a result, station inventory is not carried on the Debtors' books and is not disclosed in Part 5.
- e. **Part 7.** Actual realizable values may vary significantly relative to net book values as of the Petition Date.

A/B 40. The Debtors' books and records do not separately categorize furniture and fixtures. Accordingly, for purposes of these Schedules, fixtures that would customarily be reported under A/B 40 have been included within A/B 39.

- f. **Part 8.** Property leased by the Debtors is listed in Schedule G and is not listed in Part 8 of Schedule A/B, with the exception of any lease or security deposits for such property, which is listed on Schedule A/B. Actual realizable values of the assets identified may vary significantly relative to net book values as of the Petition Date.
- g. **Part 9.** Net book value amounts are reflected on a book basis as recorded on the fixed asset register for each applicable Debtor. Furthermore, the Debtors considered only real property owned, including leasehold improvements, in response to these items. The Debtors' real property leases are listed in Schedule G.
- h. **Part 10.** Part 10 identifies the various trademarks, patents, and website domains owned and maintained by the Debtors. The Schedules do not list the value of such intangible assets. Various software licenses the Debtors use for their operations which are easily obtainable and hold minimal value are not included.

A/B 65. The Debtors have goodwill recorded on their books and records; however, such amounts are currently under assessment and are expected to change. Accordingly, goodwill has been excluded from the Schedules.

- i. **Part 11.** Specific notes related to various items in Part 11 are disclosed below.

A/B 71. The Debtors are party to a Line of Credit Agreement, dated January 1, 2023, by and between Higi Care, LLC (as lender) and Higi Professionals of Delaware Professional Corporation (as borrower). This facility provides up to \$2,000,000 in borrowings to fund administrative services, physician and clinical professional compensation, entity formation costs, and other day-to-day operating expenses. Accordingly, the Debtors have included this facility as a note receivable in response to Schedule Question 71.

A/B 72. Amounts reflect net operating losses (“*NOLs*”) and tax credits remaining following the 2023 tax year, inclusive of a best-known estimate for the 2024 tax year. The Company’s 2024 tax filings will not be completed until October 2025, and no estimates have been included for potential NOLs or credits attributable to the 2025 tax year. All amounts are presented on a post-apportionment basis. The Debtors hold other NOLs that have been assessed by the Debtors’ auditors as not realizable and, accordingly, such amounts are not included in the response to this question. The ability to realize the NOLs and credits contained in this question remains uncertain.

A/B 73. The Debtors maintain a portfolio of insurance policies to protect against unforeseen incidents and losses and describe such policies in the *Order (A) Authorizing Debtors to (I) Continue Insurance Programs, and (II) Pay All Obligations with Respect Thereto; (B) Modifying Automatic Stay to Permit Employees to Proceed with Workers’ Compensation Claims; (C) Modifying Automatic Stay to Permit Insurers to Advance And/Or Reimburse Defense Costs and Fees Under Policies; and (D) Granting Related Relief* [Docket No. 57]. Any asset value associated with the Debtors’ general risk coverage insurance policies is covered in the response to Schedule A/B 8 (Prepayments). However, the Debtors also maintain a deferred compensation investment through a Brighthouse Life insurance policy, which is disclosed in response to this question. The value of this policy is based on information provided by the plan custodian and is subject to change.

A/B 74. In the ordinary course of their businesses, the Debtors are involved in litigation and other proceedings arising out of the conduct and operation of their businesses. Some of these matters involve multiple plaintiffs and defendants, against whom the Debtors may have asserted, or may assert/ cross-claims or counter-claims. To the extent the Debtors have asserted cross or counterclaims against any party to the proceedings listed in Statement 7 to which any of the Debtors are defendants or respondents, such cases are not repeated on Schedule A/B 74.

A/B 75. There may be recoveries related to the contingent third-party nature of certain of the Debtors’ claims, including delayed tender acceptance (defense cost recovery) and cross-claims filed against third parties or insurers. Such recoveries generally offset amounts paid under the Debtors’ deductible insurance policies and, accordingly, are not separately scheduled herein.

A/B 77. The Debtors hold physical mass transit passes in the individual markets in which they operate, which are sold to customers in the ordinary course of business. Value associated with the mass transit passes are listed in response to A/B 77.

2. Schedule D

- a. The claims listed on Schedule D, as well as the guarantees of those claims listed on Schedule H, arose and were incurred on various dates. To the best of the Debtors' knowledge, all claims listed on Schedule D arose, or were incurred before the Petition Date.
- b. Except as otherwise agreed or stated pursuant to a stipulation, agreed order, or general order entered by the Court that is or becomes final, the Debtors and/or their estates reserve the right to dispute and challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor and, subject to the foregoing limitations, note as follows: (a) although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken, and (b) the descriptions provided on Schedule D are intended to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent, and priority of any liens.
- c. The Debtors have not listed on Schedule D any parties whose claims may be secured through rights of setoff, deposits, or advance payments posted by, or on behalf of, the Debtors, or judgment or statutory lien rights. The Debtors have not investigated which of the claims may include such rights, and their population is currently unknown.
- d. The amount of the claims listed on Schedule D include both principal and any interest accrued through August 20, 2025.
- e. Although there are multiple parties that hold a portion of the debt included in the Debtors' prepetition secured first lien facility and secured notes, only the collateral agent has been listed for purposes of Schedule D.

3. Schedule E/F

- a. **Part 1.** The claims listed on Part 1 arose and were incurred on various dates. A determination of the date upon which each claim arose or was incurred would be unduly burdensome and cost prohibitive. Accordingly, no such dates are included for each claim listed on Part 1. To the best of the Debtors' knowledge, all claims listed on Part 1 arose or were incurred before the Petition Date.

The Debtors have not listed on Part 1 any wage or wage-related obligations or any tax or tax-related obligations that the Debtors have paid pursuant to the First Day Orders on Part 1. The Debtors believe that a majority of such claims for wages,

salaries, expenses, benefits and other compensation that accrued prepetition, as described in the First Day Orders, have been or will be satisfied in the ordinary course during these Chapter 11 Cases pursuant to the authority granted to the Debtors in the relevant First Day Orders.

Claims potentially owed to various taxing authorities by the Debtors are included in Part 1. Some of these tax claims may be subject to ongoing audits, or the Debtors may be unable to determine the exact amounts of the remaining claims listed in Part 1 with certainty. Therefore, the Debtors have listed all claims that are subject to audits as “unknown”, contingent, unliquidated, and disputed pending final resolution of ongoing audits or other outstanding issues.

- b. **Part 2.** The Debtors have exercised their reasonable efforts to list all liabilities on Part 2 of each applicable Debtor’s Schedule. As a result of the Debtors’ consolidated operations, however, Part 2 for each Debtor should be reviewed in these cases for a complete understanding of the unsecured claims against the Debtors. Certain creditors listed on Part 2 may owe amounts to the Debtors and, as such, the Debtors may have valid setoff and recoupment rights with respect to such amounts. The amounts listed on Part 2 may not reflect any such right of setoff or recoupment, and the Debtors reserve all rights to assert the same and to dispute and challenge any setoff and/or recoupment rights that may be asserted against the Debtors by a creditor. Additionally, certain creditors may assert mechanics’ or other similar liens against the Debtors for amounts listed on Part 2. The Debtors reserve their right to dispute and challenge the validity, perfection, and immunity from avoidance of any lien purported to be perfected by a creditor listed on Part 2 of any Debtor. In addition, certain claims listed on Part 2 may potentially be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

The Debtors have made reasonable efforts to include all unsecured creditors on Part 2 including, but not limited to, software companies, landlords, utility companies, consultants, and other service providers. The Debtors, however, believe the possibility exists that there are instances where creditors have yet to provide proper invoices for prepetition goods or services. While the Debtors maintain general accruals to account for these liabilities in accordance with GAAP, these amounts are estimates and have not been included on Part 2.

Unless otherwise noted, the claims listed on Part 2 are based on the Debtors’ books and records as of August 20, 2025. The Debtors have excluded workers’ compensation claims from the Statements because the Debtors are fully insured for and continue to honor their workers’ compensation obligations in the ordinary course in accordance with the *Order (A) Authorizing Debtors to (I) Pay Prepetition Wages, Salaries, Employee Benefits, and Other Compensation, and (II) Maintain Employee Benefits Programs and Pay Related Obligations; and (B) Granting Related Relief* [Docket No. 65].

Part 2 does not include certain balances including deferred liabilities, accruals, or reserves. Such amounts are, however, reflected on the Debtors’ books and records

as required in accordance with GAAP. Such accruals primarily represent estimates of liabilities and do not represent specific claims as of the Petition Date.

Part 2 does not include reserves for liabilities that may have arisen under litigation in which a Debtor is a defendant unless there is a final judgment or a settlement agreement.

The claims of individual creditors may not reflect credits and/or allowances due from creditors to the applicable Debtor. The Debtors reserve all of their rights with respect to any such credits and/or allowances, including the right to assert objections and/or setoffs or recoupments with respect to same.

The Court has authorized the Debtors to pay, in their discretion, certain non-priority unsecured claims pursuant to the First Day Orders. To the extent practicable, each Debtor's Schedule E/F is intended to reflect the balance as of the Petition Date. Certain Debtors may pay claims listed on Schedule E/F during these Chapter 11 Cases pursuant to the First Day Orders and other orders of the Court. Since the balances are intended to reflect amounts outstanding as of the Petition Date, some of these claims have already been satisfied by payments made pursuant to the First Day Orders. The Debtors reserve all rights to update Schedule E/F to reflect such payments or to modify the claims register to account for the satisfaction of such claims. Additionally, Schedule E/F does not include potential rejection damage claims, if any, of the counterparties to executory contracts and unexpired leases that may be rejected.

As of the time of filing of the Schedules and Statements, the Debtors have not received all invoices for payables, expenses, and other liabilities that may have accrued prior to the Petition Date. Accordingly, the information contained in Schedules D and E/F may be incomplete. The Debtors reserve their rights, but undertake no obligations, to amend Schedules D and E/F if, or when, the Debtors receive such invoices. The Debtors have scheduled liabilities related to accounts payable based on the legal entities listed in association with the applicable charges in the Debtors' various accounts payable systems. Accordingly, the legally liable Debtor entities (if any) may differ from the entities scheduled.

4. Schedule G

- a. Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively, the "**Agreements**"), the Debtors' review process of the Agreements is ongoing and inadvertent errors, omissions, or over-inclusion may have occurred. The Debtors may have entered into various other types of Agreements in the ordinary course of their businesses, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements which may not be set forth in Schedule G. Omission of a contract or agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to

add any omitted Agreements. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters and other documents, instruments, and agreements which may not be listed on Schedule G.

- b. Contracts and leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only for the Debtor entity that signed the original umbrella or master agreement. Other Debtors, however, may be liable together with such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate. The master service agreements have been listed in Schedule G, but do not reflect any decision by the applicable Debtor as to whether or not such agreements are executory in nature. Additionally, the Debtors may also place work and purchase orders under umbrella or master agreements, which may be considered executory contracts. Disclosure of all of these purchase and work orders, however, is impracticable and unduly burdensome. Accordingly, to the extent the Debtors have determined to disclose non-confidential umbrella or master agreements in Schedule G, purchase and work orders placed thereunder may have been omitted.
- c. Due to concerns about potential harm to their business if their customer names were publicly disclosed, the Debtors have not listed customer contracts on Schedule G. Such customer contracts are filed under seal and are available by request. The Debtors have not listed non-disclosure, confidentiality, or related agreements on Schedule G.

5. Schedule H

- a. The Debtors are party to various debt agreements which were executed by multiple Debtors. To the extent such claims are listed elsewhere in the Schedules of each applicable Debtor, they have not been set forth individually on Schedule H. In the event that two or more Debtors are co-obligors with respect to a scheduled debt or guaranty, such debt or guaranty is listed in the Schedules and Statements of each such Debtor at the full amount of such potential claim. No claim set forth on the Schedules and Statements of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other Debtors or non-Debtors. To the extent these Global Notes include notes specific to Schedules D-G, such Global Notes also apply to the co Debtors listed in Schedule H. The Debtors reserve all of their rights to amend the Schedules to the extent that additional guarantees are identified or such guarantees are discovered to have expired or be unenforceable.

Specific Notes with Respect to the Debtors' Statements of Financial Affairs

1. **Statement 1.** The income stated in the Debtors' response to Statement 1 consists of gross revenue (on a consolidated basis). The Debtors' fiscal year ends on December 31 of each calendar year:
 - a. **FY 2023:** Comprised of gross revenues for the fiscal year ended December 31, 2023.
 - b. **FY 2024:** Comprised of gross revenues for the fiscal year ended December 31, 2024.
 - c. **Stub Period 2025:** Comprised of revenues for the 7 months ending July 31, 2025. The Debtors were unable to capture revenue generated between August 1, 2025 and the Petition Date (August 20, 2025). Such revenue will be disclosed in the Debtors' first Monthly Operating Report.
2. **Statement 3.** As described in the Cash Management Motion, the Debtors utilize their integrated, centralized Cash Management System to collect, concentrate, and disburse funds generated by their operations. The Debtors' response to Statement 3 on each of the Debtors' Statements reflects payments made by the Debtors from bank accounts on behalf of the corresponding Debtor, pursuant to the Debtor's Cash Management System described in the Cash Management Motion. The response to Statement 3, however, does not include transfers to insiders (which transfers appear in response to Part 2, Statement 4), transfers to bankruptcy professionals (which transfers appear in response to Part 6, Question 11) or intercompany transfers.
 - a. The payments disclosed in Statement 3 include payments made by the Debtors from May 22, 2025 to August 20, 2025. Amounts still owed to creditors will appear on the Schedules for each Debtor, as applicable.
3. **Statement 4.** The Debtors' response to Statement 4 contains the full list of regular compensation, bonuses, severance, and expense reimbursements made to insiders by the Debtor entities during the one year preceding the Petition Date. The amounts listed under Question 4 reflect the gross amounts paid to such insiders rather than the net amounts after deducting for tax withholdings. As disclosed in the Cash Management Motion, certain officers hold corporate cards used exclusively for business expenses. These cards are paid directly by the Debtors, rather than by the officers with subsequent reimbursement, and therefore such payments are not included in the response to Statement 4. All related corporate card payments, however, are reflected in Statement 3.
 - a. Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to (a) such person's influence over the control of the Debtors, (b) the management responsibilities or functions of such persons, (c) the decision-making or corporate authority of such person, or (d) whether such person could successfully argue that he or she is not an "insider" under applicable law. The Debtors reserve all rights with respect to the

determination or status of a person as an “insider” as defined in section 101(13) of the Bankruptcy Code.

4. **Statement 6.** The Debtors routinely incur setoffs in the ordinary course of business that arise from various items including, but not limited to, related-party transactions, counterparty settlements, pricing discrepancies, overpayments, returns, warranties, charge backs, credits, rebates, returns, refunds, negotiations, and/or disputes between the Debtors and their customers and/or suppliers. These normal, ordinary course setoffs and nettings are common in the Debtors’ line of business. Due to the voluminous nature of setoffs and nettings, it would be unduly burdensome and costly for the Debtors to list each such transaction. Therefore, these setoffs are not independently accounted for, and, accordingly, are excluded from the Schedules and Statements. Any setoff of a prepetition debt to be applied against the Debtors is subject to the automatic stay and must comply with section 553 of the Bankruptcy Code.

Statement 7. Information provided on Statement 7 includes only those legal disputes and administrative proceedings that are formally recognized by an administrative, judicial, or other adjudicative forum. While the Debtors believe they were diligent in their efforts, it is possible that certain suits and proceedings may have been inadvertently excluded in the Debtors’ response to Statement 7. The Debtors reserve all of their rights to amend or supplement their response to Statement 7. In some circumstances, more than one Debtor will become a co-defendant to the same proceeding. To avoid duplication, only one Debtor party has been included for any given proceeding and, as a result, Statement 7 represents a consolidated listing of proceedings that the Debtors are party to. Additionally, the proceedings listed in Statement 7 are at various procedural stages as of the date hereof. For example, certain proceedings have been dismissed, but may become subject to an appeal. To avoid the administrative burden that may be associated with updating Statement 7, the status of the case as “pending” or “concluded” is not included.

5. **Statement 9.** The Debtors make charitable contributions to a range of organizations, including healthcare and disease-related nonprofits, community and cultural groups, and industry or advocacy associations. The Debtors also make political contributions, which are listed under Statement 9, out of an abundance of caution.
6. **Statement 11.** All payments for services of any entities that provided consultation concerning debt counseling or restructuring services, relief under the Bankruptcy Code, or preparation of a petition in bankruptcy within one year immediately preceding the Petition Date are listed on the applicable Debtor’s response to Statement 11. Additional information regarding the Debtors’ retention of professional service firms is more fully described in individual retention applications filed with the Court and related orders. Out of an abundance of caution, the Debtors have included payments to all professionals who have rendered any advice related to the Debtors’ bankruptcy proceedings. However, it is possible that the disclosed fees also relate to other, non-bankruptcy related services. For the avoidance of doubt, payments listed here are not duplicated in the Debtors’ responses to Part 2, Numbers 3 and 4, respectively. As part of the January 2025 transaction, Coliseum invested \$30 million of new money for second-lien notes and exchanged \$20 million of unsecured notes for second-lien notes. This transaction is disclosed as a part of the response to Statement 11. There are certain payments not reflected in this schedule that relate to contingency planning work done by certain professionals in

December 2024 and January 2025. While these services provided during this time tangentially related to restructuring and may have included relatively minimal bankruptcy work, the services were provided and payments made in connection therewith were in connection with financing matters and other transactions undertaken separate and apart from these chapter 11 cases.

7. **Statement 16.** The Debtors regularly collect personally identifiable information from customers and representatives that is required to conduct business. Examples of the types of information collected by the Debtors include, among other things, name, mailing address, date of birth, and telephone number.
8. **Statement 19.** The Debtors hold Lockbox Accounts (as defined in the Cash Management Motion) to receive operating collections that are deposited via checks. All of the Debtors' customer receipts and other third-party payments are received into the Lockbox Accounts via incoming lockbox checks, electronic transfers, and ACH wire transfers. At the end of each business day, funds in the Lockbox Accounts are automatically transferred to the Main Concentration Account (as defined in the Cash Management Motion).
9. **Statement 20.** The Debtors deploy self-service biometric screening stations to retail locations, which are generally configured to allow for periodic end-user measurement and monitoring of various biometric markers. When the stations are not deployed, they are held at a third party warehouse location. As of July 31, 2025, there were approximately 590 stations in storage. CSA Service Solutions, LLC (dba EMSAR) has protocols for managing access to the storage facility. Additionally, the Company maintains thousands of storage locations with Iron Mountain at ModivCare Inc. and ModivCare Solutions, LLC that are each aggregated and invoiced through a common Customer ID. The Debtors have listed the address of these locations as "Various" on Statement 20 because it would be unduly burdensome to aggregate the individual locations associated these facilities. The items stored at these facilities primarily include archived documents related to claims, billing, and various legal matters, among others.
10. **Statement 25.** The Debtors have used their reasonable efforts to identify the beginning and ending dates of all businesses in which the Debtors were a partner or owned 5 percent or more of the voting or equity securities within the six years immediately preceding the Petition Date.

Businesses with no Employer Identification Number listed are foreign businesses.

11. **Statement 26.** Debtor ModivCare Inc. is a publicly traded company and its financial statements are included in publicly available periodic reports that it has submitted to the Securities and Exchange Commission since becoming a public company.
12. **Statement 30.** Refer to Section 4 (*Methodology*) regarding all payments to insiders.

Fill in this information to identify the case:

Debtor Name: In re : VRI Intermediate Holdings, LLC

United States Bankruptcy Court for the: Southern District Of Texas

Case number (if known): 25-90378 (ARP)

☐ Check if this is an amended filing**Official Form 207****Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy** 04/25

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income**1. Gross revenue from business**☒ None

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year		Sources of revenue Check all that apply	Gross revenue (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From _____ to _____ MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____
For prior year:	From _____ to _____ MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____
For the year before that:	From _____ to _____ MM / DD / YYYY	☐ Operating a business ☐ Other _____	\$ _____

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. Non-business income may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

☐ None

				Description of sources of revenue	Gross revenue from each source (before deductions and exclusions)
From the beginning of the fiscal year to filing date:	From	1/1/2025	to	Filing date	
		MM / DD / YYYY			\$ None
For prior year:	From	1/1/2024	to	12/31/2024	
		MM / DD / YYYY		Sale of fixed assets	\$ 606,498.65
For the year before that:	From	1/1/2023	to	12/31/2023	
		MM / DD / YYYY			\$ None

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 2: List Certain Transfers Made Before Filing for Bankruptcy**3. Certain payments or transfers to creditors within 90 days before filing this case**

List payments or transfers-including expense reimbursements-to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$8,575. (This amount may be adjusted on 4/01/28 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

☒ None

Creditor's name and address	Dates	Total amount or value	Reasons for payment or transfer Check all that apply
3.1 Creditor's Name		\$	☐ Secured debt ☐ Unsecured loan repayments ☐ Suppliers or vendors ☐ Services ☐ Other
Street			
City State ZIP Code			
Country			

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$8,575. (This amount may be adjusted on 4/01/28 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. Insiders include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

☒ None

Insider's Name and Address	Dates	Total amount or value	Reason for payment or transfer
4.1 Insider's Name		\$	
Street			
City State ZIP Code			
Country			
Relationship to Debtor			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

☒ None

Creditor's Name and Address	Description of the Property	Date	Value of property
5.1			\$
Creditor's Name			
Street			
City	State	ZIP Code	
Country			

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

☐ None

Creditor's Name and Address	Description of the action creditor took	Date action was taken	Amount
6.1 See Global Notes			\$
Creditor's Name			
Street			
	Last 4 digits of account number: XXXX-		
City	State	ZIP Code	
Country			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 3: Legal Actions or Assignments**7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

☐ None

Case title	Nature of case	Court or agency's name and address	Status of case
7.1 See SOFA 7 Attachment		Name	☐ Pending
		Street	☐ On appeal
			☐ Concluded
Case number		City State ZIP Code	
		Country	

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

☒ None

Custodian's name and address	Description of the Property	Value
8.1 Custodian's name		\$
Street	Case title	Court name and address
		Name
		Street
City State ZIP Code	Case number	
		City State ZIP Code
Country	Date of order or assignment	Country

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

☒ None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
9.1 Creditor's Name Street City State ZIP Code Country			\$
Recipient's relationship to debtor			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 5: Certain Losses**10. All losses from fire, theft, or other casualty within 1 year before filing this case.**☒ None

Description of the property lost and how the loss occurred	Amount of payments received for the loss If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received. List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).	Date of loss	Value of property lost
10.1			\$

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 6: Certain Payments or Transfers**11. Payments related to bankruptcy**

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

☒ None

	Who was paid or who received the transfer?	If not money, describe any property transferred	Dates	Total amount or value
11.1				\$
	Address			
	Street			
	City	State	ZIP Code	
	Country			
	Email or website address			
	Who made the payment, if not debtor?			

12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.
Do not include transfers already listed on this statement.

☒ None

	Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
12.1				\$
	Trustee			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

13. Transfers not already listed on this statement

List any transfers of money or other property - by sale, trade, or any other means - made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

☒ None

Who received transfer?	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
13.1			\$
Address			
Street			
City	State	ZIP Code	
Country			
Relationship to Debtor			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 7: Previous Locations**14. Previous addresses**

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

☐ Does not apply

Address		Dates of occupancy			
14.1	1400 Commerce Center Drive	From	9/3/2019	To	7/30/2024
	Street				
	Franklin		OH		45005
	City		State		ZIP Code
	Country				

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 8: Health Care Bankruptcies**15. Health Care bankruptcies**

Is the debtor primarily engaged in offering services and facilities for:
 — diagnosing or treating injury, deformity, or disease, or
 — providing any surgical, psychiatric, drug treatment, or obstetric care?

☒ No. Go to Part 9.

☐ Yes. Fill in the information below.

Facility Name and Address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
15.1 Facility Name		
Street	Location where patient records are maintained (if different from facility address). If electronic, identify any service provider.	How are records kept? Check all that apply: ☐ Electronically ☐ Paper
City State ZIP Code		
Country		

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 9: Personally Identifiable Information**16. Does the debtor collect and retain personally identifiable information of customers?**☐ No.☒ Yes. State the nature of the information collected and retained. Name, address, date of birth, phone number

Does the debtor have a privacy policy about that information?

☐ No☒ Yes**17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?**☐ No. Go to Part 10.☒ Yes. Does the debtor serve as plan administrator?☒ No. Go to Part 10.☐ Yes. Fill in below:

Name of plan	Employer identification number of the plan
17.1 _____	EIN: _____

Has the plan been terminated?

☐ No☐ Yes

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units**18. Closed financial accounts**

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

☒ None

Financial institution name and address	Last 4 digits of account number	Type of account	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
18.1 Name Street City State ZIP Code Country	XXXX-	☐ Checking ☐ Savings ☐ Money market ☐ Brokerage ☒ Other		\$

19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

☒ None

Depository institution name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
19.1 Name Street City State ZIP Code Country			☐ No ☐ Yes

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

☒ None

20.1

Facility name and address	Names of anyone with access to it	Description of the contents	Does debtor still have it?
Name Street City State ZIP Code Country Address			☐ No ☐ Yes

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own**21. Property held for another**

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

☒ None

	Owner's name and address	Location of the property	Description of the property	Value
21.1	Name			\$
	Street			
	City	State	ZIP Code	
	Country			

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 12: Details About Environmental Information

For the purpose of Part 12, the following definitions apply:

- *Environmental law* means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).
- *Site* means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.
- *Hazardous material* means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.**22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.**☒ No☐ Yes. Provide details below.

Case title	Court or agency name and address	Nature of the case	Status of case
22.1	Name		☐ Pending
	Street		☐ On appeal
			☐ Concluded
Case Number			
	City State ZIP Code		
	Country		

23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
23.1	Name		
	Street		
	City State ZIP Code		
	Country		

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

24. Has the debtor notified any governmental unit of any release of hazardous material?☒ No☐ Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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24.1

Name

Name

Street

Street

City

State

ZIP Code

City

State

ZIP Code

Country

Country

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Part 13: Details About the Debtor's Business or Connections to Any Business**25. Other businesses in which the debtor has or has had an interest**

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

☐ None

	Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.1	A.E. Medical Alert, Inc. Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 56-2348300 Dates business existed From 3/26/2003 To Present
25.2	Associated Home Services, Inc. Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 74-2722067 Dates business existed From 9/22/1994 To Present
25.3	Auditory Response Systems, Inc. Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 02-0442987 Dates business existed From 8/13/1990 To Present
25.4	Barney's Medical Alert-ERS, Inc. Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 27-1724008 Dates business existed From 1/7/2010 To Present

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.5 Guardian Medical Monitoring, LLC Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 38-3432082 Dates business existed From 10/6/1998 To Present

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.6 Healthcom Holdings LLC Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 82-2311720 Dates business existed From 4/25/2017 To Present

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.7 New England Emergency Response Systems, Inc. Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 02-0432833 Dates business existed From 5/11/1989 To Present

Business name and address	Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.8 Safe Living Technologies, LLC Name 6900 E. Layton Avenue, Suite 1100 & 1200 Street Denver CO 80237 City State ZIP Code Country	Home Health Care Services	EIN: 32-0413522 Dates business existed From 4/26/2013 To Present

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

Business name and address		Describe the nature of the business	Employer Identification number Do not include Social Security number or ITIN.
25.9 Valued Relationships, Inc.		Home Health Care Services	EIN: 31-1274364
Name		Dates business existed	
6900 E. Layton Avenue, Suite 1100 & 1200		From 2/18/1988 To Present	
Street			
Denver	CO	80237	
City	State	ZIP Code	
Country			

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

☐ None

Name and Address	Dates of service
26a.1 See SOFA 26a Attachment	From To
Name	
Street	
City State ZIP Code	
Country	

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

☐ None

Name and Address	Dates of service
26b.1 See SOFA 26b Attachment	From To
Name	
Street	
City State ZIP Code	
Country	

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

☐ None**Name and address****If any books of account and records are unavailable, explain why**

26c.1 See SOFA 26c Attachment

Name

Street

City

State

ZIP Code

Country

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

☐ None**Name and address**

26d.1 See Global Notes

Name

Street

City

State

ZIP Code

Country

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

☒ No☐ Yes. Give the details about the two most recent inventories.**Name of the person who supervised the taking of the inventory****Date of Inventory****The dollar amount and basis (cost, market, or other basis) of each inventory**

\$

Name and address of the person who has possession of inventory records

27.1

Name

Street

City

State

ZIP Code

Country

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people in control of the debtor at the time of the filing of this case.

	Name	Address	Position and Nature of any interest	% of interest, if any
28.1	Jeffrey Bennett	6900 E Layton Ave, Suite 1100 & 1200, Denver, CO 80237	Chief Strategy & Innovation Officer	0%
28.2	L. Heath Sampson	6900 E Layton Ave, Suite 1100 & 1200, Denver, CO 80237	President	0%
28.3	Scott Kern	6900 E Layton Ave, Suite 1100 & 1200, Denver, CO 80237	Treasurer & VP	0%
28.4	Victory Health Holdings, LLC	6900 E Layton Ave, Suite 1100 & 1200, Denver, CO 80237	Sole Member	100.0%

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

☒ No

☐ Yes. Identify below.

	Name	Address	Position and Nature of any interest	Period during which position or interest was held
29.1				From _____ To _____

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses, loans, credits on loans, stock redemptions, and options exercised?

☐ No

☐ Yes. Identify below.

	Name and address of recipient	Amount of money or description and value of property	Dates	Reason for providing the value
30.1	See response to SOFA Part 2, Question 4			
	Name			
	Street			
	City	State	ZIP Code	
	Country			
	Relationship to debtor			

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

☐ No

☒ Yes. Identify below.

	Name of the parent corporation	Employer Identification number of the parent corporation
31.1	ModivCare Inc.	EIN: 86-0845127

Debtor: VRI Intermediate Holdings, LLC

Case number (if known): 25-90378

Name

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

☒ No☐ Yes. Identify below.

Name of the pension fund

Employer Identification number of the pension fund

32.1

EIN:

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.

18 U.S.C. §§ 152, 1341, 1519, and 3571.

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 09/17/2025
MM / DD / YYYY

x / s / Chad J. Shandler _____

Printed name Chad J. Shandler

Signature of individual signing on behalf of the debtor

Position or relationship to debtor Chief Transformation Officer

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

☐ No

☒ Yes

In re: ModivCare, Inc. et al.

Case No. 25-90309

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of Proceeding	Court or Agency name	Court or Agency address 1	Court or Agency address 2	Court or Agency City	Court or Agency State	Court or Agency Zip
Adrienne Reed v. Crysten Bell, Logisticare d/b/a ModivCare	2412000246	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Alexa Morales v All Metro Health Care	NYSDDL LS11 2025000125	Wage Demand	New York Department of Labor Division of Labor Standards	State Office Building	Campus Building 12 Room 185C	Albany	NY	12240
Alexis Jones v Modivcare	Discrimination Charge No. 423-2025-00735 Retaliation Charge No. 423-2025-01056	Discrimination	Equal Employment Opportunity Commission: Jackson Area Office	100 West Capitol Street	Suite 338	Jackson	MS	39269
All Metro Home Care Services, Inc.. v. New York State Office of Medicaid Inspector General	909686-25	Challenge to overpayment determination	New York Supreme Court	16 Eagle Street		Albany	NY	12207
American Ground Transportation v. Modivcare Inc., Modivcare Solutions, LLC, Cal Optima, et al	30-2025-01479754-CU-BC-CJC	Contract Dispute	Superior Court of California, Orange Cou Central Justice Center	700 Civic Center Drive		Santa Ana	CA	92701
Andrea Hinson & Deangelo Davis v. Modivcare, Inc., et al.	240702429	Personal Injury	Philadelphia Court of Common Pleas	1400 John F Kennedy Blvd		Philadelphia	PA	19107
Angel Perez v. ModivCare Solutions, LLC, DMAHS, A&S Invalid Coach, Inc..	HUD-L-001178-25	Personal Injury	Superior Court of New Jersey Law Division	595 Newark Avenue		Jersey City	NJ	07306
Annette L. Jenkins v Modivcare	Charge No. 410-2024-09331	Discrimination	Equal Employment Opportunity Commission: Atlanta Area Office	100 Alabama Street SW	Suite 4R30	Atlanta	GA	30303
Arthur Owens v. Modivcare Solutions, LLC d/b/a Logisticare Solutions and Jane Doe	2025-CP-22-00572	Negligent Driving injured Plaintiff	Georgetown Co. Court of Common Pleas	123 N. Fraser Street		Georgetown	SC	29440
Asanta S. Buxton, Individually and as successor to the Estate of Lonnie J. Catille, Sr.; Charity Castille; Ena M. Lesure; Ina M. Cook; Lonnie J. Castille, Jr. v. Nathan Miller MD; Coastal Pain & Spinal Diagnostics Medical Group, Inc.; Access Ambulance Services and Does 1 through 100, Inc.lusive.	37-2023-00023284-CU-PO-CTL	Personal Injury	Superior Court of the State of California, County of San Diego, Central Division	1100 Union Street		San Diego	CA	92101
Audrey Johnson v. A&B Homecare Solutions LLC	MLC 23-000000231	Discrimination	Connecticut Department of Labor	38 Wolcott Hill Road		Wethersfield	CT	06109
Barroso-Perez, Edwin v. Modivcare, Inc..	01 2024-CA-004086	Personal Injury	Eighth Judicial Circuit	220 S. Main Street		Gainesville	FL	32601
Brandy Curtis OSHA Charge	2301539	Workplace Safety	US Department of Labor OSHA	1000 Liberty Avenue	Room 905	Pittsburgh	PA	15222
Brent Johnson v. Aray Transports LLC, et al.	GV24005543-00	Personal Injury	City of Newport News General District Court	2500 Washington Ave	#2	Newport News	VA	23607
Brittnee Harris v. Jie Zhou, Uber Health LLC, and Modivcare Solutions, LLC	709960/2024	Personal Injury	Queens County Supreme Court	88-11 Sutphin Blvd		Jamaica	NY	11435
Carla Williams and Rodrick Hackworth v. Modivcare Inc.. and Noah's Ark Transportation	2025-1214-4	Personal Injury	170th Judicial District Court, McClenna County	501 Washington Ave., #300 Annex		Waco	TX	76701
Clemmie Williams v. DRA Success corporaiton; Andra McDaniel; Modivcare Solutions, LLC; and Medtrans Go, Inc..	2025-cv-082826	Tort	Superior Court of Bibb County Johnson County District Court-Kansas	601 Mulberry Street	Suite 216	Macon	GA	31201
Cynthia Breece v. United Transportation, LLC ET AL	JO-2025-CV-000169	Personal Injury	Superior Court of New Jersey Law Division	400 New York Ave	#311	Holton	KS	66436
Danny Evans v. Metro Ambulance, LLC, Life Tech, Inc., ModivCare Solutions, LLC	ESX-L001882-23	Personal Injury	212 Washington Street			Jersey City	NJ	07102
Daryl Stokes v. Est of Clary and ModivCare	CL23-196 and CL23-197	Wrongful Death Civil Action	Amelia Circuit Court	PO Box 237		Amelia	VA	23002
David M. Beach v. Higi SH LLC, et al..	Case No. 23-CA-008509	Premises Liability	Thirteenth Judicial Circuit Court of Florida	800 E. Twiggs Street		Tampa	FL	33602
David Pulsifer v. Modivcare Solutions, LLC, Circyoulation LLC, et al	2025CP2606057	Personal Injury	Court of Common Pleas, Fifteenth Judicial Circuit	1201 3rd Ave		Conway	SC	29526
David T Patterson v Caregivers of America	PHRC No. 202315756 EEOC No. 530-2024-00696	Discrimination	Pennsylvania Human Relations Commission	301 Fifth Avenue	Suite 390 Platt Place	Pittsburgh	PA	15222
Debbie Marie Howard v. Angaf Solutions, LLC, ModivCare Solutions, LLC and John/Jane Doe	202489027	Personal Injury	190th District Court Harris County	201 Caroline		Houston	TX	77002
Deborah Slaughter v. Modivcare Solutions, LLC, et al.	24-CA-001539	Personal Injury	Thirteenth Judicial Circuit Court of Florida	800 E. Twiggs Street		Tampa	FL	33602
Debra Burden v. Rosalind Stewart, Green's Transport, LLC., ModivCare Solutions, LLC, Logisticare Solutions, LLC, Everspan Indemnity Insurance Company	Cum-L-000191-23	Personal Injury	Superior Court of New Jersey Law Division	60 W. Broad Street		Bridgeton	NJ	08302
Debra Chabert v. Best Deal Private Car Service, Inc., Best Deal Car Service 2, Inc., ModivCare Solutions, LLC, LeRoy Johnson	800054/2022E	Personal Injury	Supreme Court of the State of New York, County of Bronx	851 Grandcourse	Bronx Borough Hall	Bronx	NY	10451
Debra Jones v. Bethlehem Transportation, Inc.. et al.	20EV003183	Personal Injury	State Court of Fulton County, Georgia	141 Pryor Street		Atlanta	GA	30303
Denise Avalos individually and as Successor in interest to the Estate of Maria Alcaraz, et al v. Modivcare Solutions, Administrative Services Cooperative, et al	25NVVCV02736	Personal Injury	Superior Court of California, Los Angeles County	12720 Norwalk Blvd.	Norwalk Courthouse	Norwalk	CA	90650
Denzell Carswell v. All Metro Health Care	10242487	Discrimination	New York State Division of Human Rights	One Fordham Plaza	4th Floor	Bronx	NY	10458

In re: ModivCare, Inc. et al.

Case No. 25-90309

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of Proceeding	Court or Agency name	Court or Agency address 1	Court or Agency address 2	Court or Agency City	Court or Agency State	Court or Agency Zip
Dexter Sias v. Adu-Gyamfi & Company, Inc., Adu-Gyamfi & Company, Inc., d/b/a Berry Medical Transport, Berry Medical Transport, and ModivCare, Inc.,	202458759	Personal Injury	234th District Court Harris County	201 Caroline		Houston	TX	77002
Dianna Guinyard and Diana Claudio Class Action	1:25-cv-01864	Wage/Hour	USDC of Colorado	901 19th Street		Denver	CO	80294
Dinesh Kalera v. Modivcare Inc., et al (Whitfield)	1:25-CV-00306	Securities	U.S. District Court for the District of Colorado	212 N Wahsatch Ave		Colorado Springs	CO	80903
Dominick Viti v. Kristina Year, Rowland Transportation, Inc., To and Fro Transportation, Inc., ModivCare Solutions, LLC, The Phoenix Insurance Company	CAM-L-2989-24	Personal Injury	Superior Court of New Jersey Law Division	101 S. 5th Street		Camden	NJ	08103
Douglas Selby, an Individual v. EZ Medical Transportation, Modivcare Solutions, LLC, Sammy D. Gullatte & Jane Doe Gullette, Jane Doe 1 & John Doe 2, John and Jane Does 2-10, Black & White Corporations 1-10	CV2024-027331	Negligence	Superior Court of the State of Arizona, County of Maricopa	201 W. Jefferson Street		Phoenix	AZ	85003
Easter Lyons v. Ride Plus, LLC, Modivcare Inc., Modivcare Solutions, LLC et al	CVSB2312049	Wage/Hour	San Bernardino County Superior Court	247 W. 3rd Street		San Bernadino	CA	92415
Elaine Bowdoin v. ModivCare, Inc., Medrock Car Service, Inc.,	702015/2025	Personal Injury	Supreme Court of the State of New York	88-11 Stutphin Blvd.		Jamaica	NY	11435
Elizabeth Hernandez Herrera v. Modivcare Solutions, LLC. ET AL	22CECG01693	Personal Injury	Superior Court of the State of California: Fresno	1100 Van Ness Avenue		Fresno	CA	93724
Elien Pilley v. LogistiCare Solutions, LLC; ModivCare Solutions, LLC; Highland Crossing, Inc.; Highland Crossing Logistics, Inc.; and Chantel Tate	CJ-2024-3185	Respondeat Superior, negligent hiring, training and retention, and inherently dangerous activity/non-delegable duty	Oklahoma County	320 Robert S. Kerr Ave.		Oklahoma City	OK	73102
Ellen Reyes v All Metro Health Care	IC-0421-256-ER-25	Discrimination	County of Nassau Commission on Human Rights	240 Old Country Road		Mineola	NY	11501
Estate of Oliver, et. al v. Charles O. Doe, James H. Grant, Smooth Sailing Transportation, LLC, Modivcare Solutions, LLC,	2024-CP-03-00026	Personal Injury; Wrongful Death	Allendale County of Common Pleas / Orangeburg County of Common Pleas	1406 Amelia Street		Orangeburg	SC	29115
Fitz, Dale v. Modivcare, Solutions, LLC	2024-CA-003588	Personal Injury	Eighth Judicial Circuit	220 S. Main Street		Gainesville	FL	32601
Frances Douglas v. Modivcare Solutions, LLC	7:25-cv-02319-BHH-WSB	Personal Injury	U.S. District Court of South Carolina - Spartanburg Division	201 Magnolia Drive		Spartanburg	SC	29306
Gabriella Arcena De Los Santo v. All Metro Health Care	IC-0421-257-ER-25	Discrimination	County of Nassau Commission on Human Rights	240 Old Country Road		Mineola	NY	11501
Georgia Insurers Insolvency Pool v. Modivcare Solutions, LLC fka Logistricare Solutions, LLC	24CV8804	Declaratory Judgment	Superior Court of DeKalb County	556 N McDonough St	Suite 1100	Decatur	GA	30030
Geraldine Nixon Ford, Individually and as the Personal Representative of the Estate of John Willie Ford v. Modivcare Solutions, LLC, Smiling and Smiling Transportation, LLC, and John Doe Corporation/Company	2025-CP-17-00205	Wrongful Death and Survival	Dillon County Court of Common Pleas	318 Lee Circle		Dillon	SC	29536
Geraldine Orr v. ModivCare Solutions, LLC, ModivCare, Inc.,	524324/2025	Personal Injury	Supreme Court of the State of New York	360 Adams Street	#4	Brooklyn	NY	11201
Germantown Cab v. ModivCare Solutions, LLC	American Arbitration Association File Number: 01-23-0005-7192	Breach of Contract	Not applicable - Arbitration	Not applicable		Not applicable	Not applicable	Not applicable
Gwendolyn Mobley v. A-1 Transportation & Shuttle Services LLC; Derian House; LGTC & MODV	2023 CA 001895	Personal Injury	First Judicial Circuit Court of Florida: Escambia County	190 W. Government Street		Pensacola	FL	32502
Heather Swick v. Christophe Getz, Brightcare Transportation, ModivCare Solutions, LLC	MID-L-816-24	Personal Injury	Superior Court of New Jersey Law Division	56 Paterson Street		New Brunswick	NJ	08903
Hope Sadler v. Caregivers of America	2025-03287	Wage Demand	Pennsylvania Department of Labor & Industry Bureau of Labor Law Compliance	301 5th Avenue	Suite 350	Pittsburgh	PA	15222
Ida Williams and LeaCimmone Briggs v. Logisticare, Logisticare Solutions, Germantown Cab Company, Germantown Cab Co., Inc.,	21011762	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Instant Transportation LLC vs. Circulation, Inc.,	2185CV00150	Contract dispute	Worcester Superior Court	225 Main Street		Worcester	MA	01608
Ivory v. All Metro Health Care	160341/2017	Wage and Hour Class Action	Supreme Court of the State of New York County of New York	60 Centre Street		New York	NY	10007
James A. Bates, individually, and administrator of the Estate of Anne Bates v. Superior Medical Transportation, Inc., ModivCare Solutions, LLC, Timothy Moudy	N23C-10-227 FJJ	Personal Injury; Wrongful Death	Superior Court of the State of Delaware	500 North King Street		Wilmington	DE	19801
James Oliver Stephens v. Modivcare, Inc., et al.	24STCV22972	Personal Injury	Los Angeles County Superior Court	111 N. Hill St.		Los Angeles	CA	90012
James Perez v. Omoniyi Ogundipe, Scubby Transportation Services, LLC and ModivCare Solutions, LLC	2025-09481	Personal Injury	234th District Court Harris County	201 Caroline		Houston	TX	77002
Jayeson Henry v. Modivcare Solutions, LLC	30-2025-01482698 Assault	Assault	Orange County Superior Court	700 Civic Center Dr.		Santa Ana	CA	92701
Jeffrey Harris v. Modivcare, Inc., et al.	240200652	Personal Injury	Philadelphia Court of Common Pleas	1400 John F Kennedy Blvd		Philadelphia	PA	19107

In re: ModivCare, Inc. et al.

Case No. 25-90309

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of Proceeding	Court or Agency name	Court or Agency address 1	Court or Agency address 2	Court or Agency City	Court or Agency State	Court or Agency Zip
Jhovanna Parker v. ModivCare Solutions, LLC, Patterson Transportation Service, LLC	23083302	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Jimmy Smith v. Helping People First, LLC	STCV19-00008	Personal Injury	State Court of Chatham County, Georgia	133 Montgomery Street		Savannah	GA	31401
Joan Newman as Administratrix of the Estate of Norma A. Leiman Deceased vs. All Metro Health Care Services of New York, Inc., et al.	611187/2020	Personal Injury	Nassau County Supreme Court	100 Supreme Ct Dr.		Minneola	NY	11501
Jorge Furcoy v. Mom & Pop Care, Inc., ModivCare Solutions, LLC	BER-L-4678-23	Personal Injury	Superior Court of New Jersey Law Division	10 Main Street		Hackensack	NJ	07601
Kaitlyn Clemons v. Middletons Transport, LLC and Modivcare Solutions, LLC	20232-CP-38-01080	Personal Injury	Orangeburg Co. Court of Common Pleas	1406 Amelia Street		Orangeburg	SC	29115
Karen Waters v Modivcare	530-2025-02150	Discrimination	Equal Opportunity Employment Commission: Philadelphia Office	801 Market Street	Suite 1000	Philadelphia	PA	19107
Kenyatta Godwin v. Express Transportation Agency dba Modivcare Solutions, LLC	25EV004144	Tort Personal Injury	State Court of Fulton County, Georgia	185 Central Ave SW, 141 Pryor Street		Atlanta	GA	30303
L.M. v. ModivCare, Inc., Deena Invalid Coach, Inc., Prime Care Medical Services, Inc.,	PAS-L-001411-25	Personal Injury	Superior Court of New Jersey Law Division	77 Hamilton Street		Paterson	NJ	07505
Lewis Hagar, Estate of Johnnie Hagar v. Wellcare of Texas, Inc., Centene Corporation, ModivCare Solutions, LLC and ModivCare, Inc.,	202429892	Personal Injury	281st District Court Harris county	201 Caroline		Houston	TX	77002
Lewis S. Glass v. Modivcare	REF-23-006991-SC	Small Claims	Pinellas County Court; Small Claims Court	315 Court Street		Clearwater	FL	33756
Linda Gant v. Riverview Health and Rehabilitation, Inc., et al.	STCV25-00364	Wrongful Death	State Court of Chatham County, Georgia	133 Montgomery Street		Savannah	GA	31401
Love, Jessie vs. H&Z Logistics, Inc., et. a.	24CV009516	Personal Injury	Superior Court of the State of California For the County of Sacramento	790 9th Street		Sacramento	CA	95814
Mae Robertson v. Bridget Buchanan, Acadiana Regional Medical Transportation, LLC, ModivCare Solutions, LLC, and Humana Health Benefit Plan of Louisiana, Inc.,	Docket No. 20241546	Personal Injury	Fifteenth Judicial District Court	800 S. Buchanan St.		Lafayette	LA	70502
Maria J. Camacho Pineda v. Ride Plus, LLC; Modivcare, Inc.,	WC-CM-913093	Labor Commissioner Office Meal Period, Rest Period, Reimbursement expenses.	Department of Industrial Relations Labor Commissioner's Office	770 E Shaw Ave		Fresno	CA	93710
Marie Longuefosse v. A.B. Homecare Solutions, LLC	Charge No. 2320362	Discrimination	Connecticut Commission on Human Rights and Opportunities	450 Columbus Boulevard	Suite No. 2	Hartford	CT	06103
Maritika USA LLC v. Modivcare Solutions, LLC, et al.	CV2024-034101	Breach of Contract	Arizona Superior Court, Maricopa County	620 W Jackson St.		Phoenix	AZ	85003
Marquis and Ronald Hines Class Action	3:23-cv-273	Wage/Hour	US District Court Eastern District of Virginia Richmond Division	701 East Broad Street		Richmond	VA	23219
Marquis Hines & Ronald Hines v. ModivCare Solutions, LLC	3:23-cv-00273	Wage/Hour	United States District Court Eastern District of Virginia	701 E Broad St.		Richmond	VA	23219
Marthe Paul v All Metro Health Care	NYSDDL LS10 2023004377	Wage Demand	New York Department of Labor Division of Labor Standards	State Office Building	Campus Building 12 Room 185C	Albany	NY	12240
Martin Luque v. Logisticare Solutions LLC, et al	HUD L 2557-23	Personal Injury	Superior Court of New Jersey Law Division	595 Newark Avenue		Jersey City	NJ	07306
McClendon, Shauntalay v. ModivCare Solutions, LLC	2025-CA-002603	Personal Injury	Fifteenth Judicial Circuit	205 North Dixie Hwy.		West Palm Beach	FL	33401
Metellus, Camecise v. Modivcare Solutions, LLC	2024-CA-003450	Personal Injury	Fifteenth Judicial Circuit	205 North Dixie Hwy.		West Palm Beach	FL	33401
Michael Mavrovitis, as Power of Attorney of Chistodou Mavrovitis v. All Metro Home Care Services of New York, Inc., d/b/a All Metro Health Care	604596/2024	Negligence	Nassau County Supreme Court	100 Supreme Court		Mineola	NY	11501
Modest (Keltrick) v. ModivCare	2025-009863-CA-01	Personal Injury	11th Judicial Circuit	73 W. Flagler Street		Miami	FL	33130
Nhi Ngu Tang as Personal Representative for the Estate of Duong Ngu v. Boston Mass Transportation, Inc., Logisticare Solutions, LLC a/k/a Modivcare, Inc., and Boris Khavkim	2284CV02119	Personal Injury	Suffolk Superior Court	3 Pemberton Square, Boston, MA 02108		Boston	MA	02108
Nicholas Garza v. Brandy Monique Thomas, Texas Medical Transportation, Inc., ModivCare Solutions, LLC and Timothy Dudley	C-3059-22-B	Personal Injury	93rd District Court Hidalgo County	100 N Closner Blvd		Edinburg	TX	78539
Nilsa Torres v. ModivCare Solutions, LLC, ModivCare, Inc., ModivCare Medical Transportation, Tatook Mobility Assistance, New Jersey Property-Liability Guaranty Association, Safeway Medical Transportation, LLC	HUD-L-002931-24	Personal Injury	Superior Court of New Jersey Law Division	595 Newark Avenue		Jersey City	NJ	07306
NJ Department of Labor Audit	PHRC No. 202300567 No. 530-2023-07649	EEOC Wage and hour audit by US DOL	Pennsylvania Human Relations Commission	301 Fifth Avenue	Suite 390, Platt Place	Pittsburgh	PA	15222

In re: ModivCare, Inc. et al.

Case No. 25-90309

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of Proceeding	Court or Agency name	Court or Agency address 1	Court or Agency address 2	Court or Agency City	Court or Agency State	Court or Agency Zip
NJ State DOL Investigation - Newark	355859	Wage and Hour	State of New Jersey Department of Labor and Workforce Development	PO Box 389		Trenton	NJ	08625
Norman Fishbein, Executor of The Estate of Barbara Trzciesny v. A&B Homecare Solutions, LLC, Modivcare, Inc., and Stefany Guerrero	NA	Personal Injury	New Haven Suprior Court	235 Church Street		New Haven	CN	06515
Orlando Clark v. Fortune Transportation Group, LLC, ModivCare Solutions, LLC	250503652	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Ortega v. California Department of Health Care Services	24CECG02996	Personal Injury	Fresno County Superior Court	1130 O Street		Fresno	CA	93721
Penquis C.A.P. Inc.. v. Department of Administrative and Financial Services, et al.	BCD-25-275	Bid Protest	Maine Supreme Judicial Court	205 Newbury Street		Portland	ME	04101
Protest of ModivCare Solutions, LLC In Connection with the Department of Health and Human Services & Human Services Solicitation No. 5400028336	Not applicable	Bid Protest	State Fiscal Accountability Authority Division of Procurement Services Chief Procurement Officer of South Carolina	1201 Main Street Suite 600 Columbia, SC 29201	Suite 500	Columbia	SC	29201
Protest under Request for Applications (RFA) No. 06-24 Medical Assistance Transportation Program Services in Philadelphia County	Not applicable	Bid Protest	Bureau of Procurement and Contract Management	625 Forster Street	Room 832 Health and Welfare Building	Harrisburg	PA	17120
Qadriyyah Hill v. Magellan Medical Transport, Lakisha Riley, ModivCare Solutions, LLC	ESX-L-004324-24	Personal Injury	Superior Court of New Jersey Law Division	212 Washington Street		Newark	NJ	07102
Rachel Corbett v. ModivCare Solutions, LLC, ModivCare, Inc., Acme Corporation, and Jane Doe	2024-2180-4	Personal Injury	170th District Court McLennan County	501 Washington Avenue		Waco	TX	76701
Raphael Crawford v. A-Z Medical Transportation, LLC, H&Z Logistics Inc., Marwan Al Khalas, Zaid Hani, Individually, and Zaid Hani d/b/a H&Z Logistics Inc., Modivcare, Inc., and Does 5-25	34-2022-00331091	Personal Injury	Superior Court of the State of California, County of Sacramento	720 9th Street		Sacramento	CA	95814
Reading Metro, LLC v. ModivCare, Inc.	N/A	Breach of Contract	Common Pleas Court Berks County	633 Court Street		Reading	PA	19601
Robert Klebetz v. Doris Johnson, Angels Medical Transportation, LLC, ModivCare, Inc., ModivCare Solutions, LLC	ATL-L-0845-24	Personal Injury	Superior Court of New Jersey Law Division	1201 Bacharach Blvd.		Atlantic City	NJ	08401
Robert L. Freidman, individually, and as Administrator to the Estate of Susan Freidman	N23C-12-157 CEB	Personal Injury; Wrongful Death	Superior Court of the State of Delaware	500 North King Street		Wilmington	DE	19801
Roberta Gwin v. Modivcare Solutions, LLC; Modivcare, Inc.; AllWell Transportation, Inc.; and John Doe, an Unidentified Individual	GD-25-003817	Personal Injury	The Court of Common Pleas of Allegheny County, Pennsylvania, Civil Division	City-County Building, 7th & 8th Floors	414 Grant Street	Pittsburgh	PA	15219
Ronnie Hunt v. Life Tech, Inc., ModivCare Solutions, LLC, Naji Smith, Bayada Home Health Care, Inc., Everton Anglin	ESX-L-8700-24	Personal Injury	Superior Court of New Jersey Law Division	212 Washington Street		Newark	NJ	07102
Ryan Martin v. Modivcare Solutions, LLC	2.24-CV-07761-JKS-SDA	Employment	United States District Court for the District of New Jersey	970 Broad Street		Newark	NJ	07102
Sadie Donnell & Christopher Smith v. Logisticate Solutions, LLC	CV-2021-295	Breach of Settlement Agreement	Cumberland County Superior Court	205 Newbury Street		Portland	ME	04101
Sadie Donnell and Christopher Smith	2-21-cv-252	Discrimination	USDC of Maine	156 Federal Street		Portland	ME	04101
Sally Triano v. Frevent Naverre Millet	S1300CV202400157	Subpoena for Deposition of Modivcare	Superior Court of Arizona County of Yavapai	120 South Cortez Street		Prescott	AZ	86303
Sandra Padilla Hernandez and Fatima Zhindon v. ModivCare Solutions, Inc., Agnes Transportation, LLC	714353/2024	Personal Injury	Supreme Court of the State of New York	88-11 Stulphin Blvd.		Jamaica	NY	11435
Sandrock v. Medlink Medical Transport	30-2025-01484593-CU-PA-CJC	Personal Injury	Orange County Superior Court	700 Civic Center Drive West		Santa Ana	CA	92701
Santa Guerrero v. Carefinders Total Care, Balance Holding, LLC, County of Passaic, State of New Jersey	PAS-L-1830-24	Personal Injury	Superior Court of New Jersey Law Division	77 Hamilton Street		Paterson	NJ	07505
Sarah Car Care v. LogistiCare Solutions, LLC and ModivCare Solutions, LLC	No. 2:21-cv-01761-JMY (E.D.P.A.)	Breach of Contract	U.S. District Court for the Eastern District of Pennsylvania	601 Market Street		Philadelphia	PA	19106
Schroeder, Mariann v. Modivcare Solutions, LLC	2024-CA-000976	Personal Injury	Fifth Judicial Circuit	110 NW 1st Ave		Ocala	FL	34475
Seini Ika v. Modivcare Solutions, LLC	240701037	Personal Injury	Davis County Justice Court-Utah	800 W. State St.		Farmington	UT	84025
SeniorCare Emergency Medical Services, Inc.. v. LogistiCare Solutions Independent Practice Association, LLC and ModivCare Solutions, LLC	524612/2021	Unjust enrichment, quantum meruit, prima facie tort	Supreme Court of the State of New York	360 Adams Street		Brooklyn	NY	11201
Shabana Hafiz v. ModivCare, Oscar J. Olmo, Transit Care	MID-L-5053-22	Personal Injury	Superior Court of New Jersey Law Division	56 Paterson Street		New Brunswick	NJ	08903
Shawn Meadows v. ModivCare Solutions, LLC; Superior Transportation Services Central, LLC, Superior Transportation, Christopher Jordan Brown, Sr. Latasha Taylor, Emergency Training Services, LLC, Superior Transportation Service Central, LLC, Arthur Lee Willis Jr. Enterprises, LLC d/b/a Priority Care Transit	DC-24-10529	Personal Injury	68th District Court Dallas County	600 Commerce Street		Dallas	TX	75202

In re: ModivCare, Inc. et al.

Case No. 25-90309

Attachment 7

Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

Case Title	Case number	Nature of Proceeding	Court or Agency name	Court or Agency address 1	Court or Agency address 2	Court or Agency City	Court or Agency State	Court or Agency Zip
Shinicqua Williams v All Metro Home Care Services Inc..	NYSDOL Claim 2023000749	Wage Demand	New York Department of Labor Division of Labor Standards	State Office Building	Campus Building 12 Room 185C	Albany	NY	12240
Shooshanik Charkhchian v. Logisticare, et al.	BC663223	Wrongful death	Los Angeles County Superior Court	111 N. Hill St.		Los Angeles	CA	90012
Smith, Robert v. Modivcare Solutions, LLC	CACE-25-007307	Personal Injury	Seventeenth Judicial Circuit	201 SE 6th Street		Ft. Lauderdale	FL	33301
Sonia Burgos v. ModivCare Solutions, LLC, Care Givers America, Care Finders Total Care, Ceudy De La Cruz	250602655	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Sonya Ross v. John/Jane Doe and Modivcare Solutions, LLC	24CV010473-310	Automobile Accident	Durham County Superior Court, North Carolina	510 South Dillard St		Durham	NC	27701
Stacie Rogers v. ModivCare Solutions, LLC, ModivCare, Inc., Lyft, Inc., Lyft Healthcare, Inc..	250101138	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Strobel, Mark K. v. Modivcare Inc..	2023-CA-000658A	Personal Injury	Fifth Judicial Circuit	110 NW 1st Ave		Ocala	FL	34475
Sufunda Samuel v. RNR Transportation, LLC et al.	2022RCSC00556	Personal Injury	State Court of Richmond County, Georgia	535 Telfair Street		Augusta	GA	30901
Sufunda Samuel v. Sharon Harris et al.	2021RCSC00630	Personal Injury	State Court of Richmond County, Georgia	535 Telfair Street		Augusta	GA	30901
Suzanne Betts, as Testator of the Estate of Frances Betts, Deceased v. All Metro Health Care, All Metro Home Care Services of New York, Inc., and Modivcare	614084/2024	Negligence and wrongful death	Nassau County Supreme Court	100 Supreme Court		Mineola	NY	11501
Suzie Plumaj v Modivcare Solutions, LLC	EEOC Charge No. 540-2024-04649	Discrimination	U.S. Equal Employment Opportunity Commission, Phoenix District Office	3300 N. Central Ave	#690	Phoenix	AZ	85012
Terence White v. Tyrone Reed d/b/a Roni Enterprises, LLC, ModivCare Solutions, LLC and Shannon Dion Carrier	2024-12747	Personal Injury	113th District Court Harris County	201 Caroline		Houston	TX	77002
Theresa Henry v. Good day Transport, Inc., Kenbar Enterprises, Inc., Access Cars, LLC, ModivCare, Inc., ModivCare Solutions, Taylor Franklin	526595/2021	Personal Injury	Supreme Court of the State of New York, County of Kings	360 Adams Street	#4	Brooklyn	NY	11201
Theresa Lyons, Individually and as Personal Representative of the Estate of Rosa Lyons, and Jessica Lyons v. ModivCare Solutions, LLC, Best Neighbor Transportation, LLC, Simeon Tito and Addisu Beranhu Lemma	D-1GN-25-000419	Personal Injury	53rd District Court Travis County	1000 Guadalupe Street		Austin	TX	78701
Tina Hager v. Uber Technologies, Inc., et al.	1:23-cv-16502	Personal Injury	U.S. District Court for the Northern District of Illinois	219 South Dearborn Street		Chicago	IL	60604
Trinidad De La Cruz v. Logisticare, Logisticare Solutions, LLC, Regional Medical Transportation, Inc.	190703357	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Tristen Brenner v. ModivCare Solutions, LLC et al.	D-1-GN-24-006497	Personal Injury	200th Civil District Court	1000 Guadalupe Street	Unit 507	Austin	TX	78701
Turner, Coolyn v. Modivcare Solutions, LLC	2024-024691-CA-01	Personal Injury	Eleventh Judicial Circuit	175 NW 1st Ave,		Miami	FL	33128
Veda Roberson v. Modivcare Inc., Access A Ride Corp. and Special Needs Transportation, LLC	23-002425-CI	Personal Injury	Sixth Judicial Circuit Court Pinellas County, Florida	14250 49th Street N.		Clearwater	FL	33762
Vinc.ent Staley v. A-1 Transportation & Shuttle Services LLC; Derian House; LGTC & MODV	2023 CA 001460	Personal Injury	Florida	190 W. Government Street		Pensacola	FL	32502
Waldo Community Action Partners v. Department of Administrative and Financial Services, et al.	BCD-25-63	Bid Protest	Maine Supreme Judicial Court	205 Newbury Street		Portland	ME	04101
Walker v. M Run LLC, Modivcare	2024002222-NI	Personal Injury	Macomb County Circuit Court	40 N Main St.		Mt. Clemens	MI	48043
Willard McClam v. Fortune Transportation Group, LLC, ModivCare Solutions, LLC	241100446	Personal Injury	Philadelphia County Court of Common Pleas	1400 JFK Blvd	City Hall	Philadelphia	PA	19107
Willie Cromartie v. ModivCare Solutions, LLC, Deena Invalid Coach, Inc., Lloyd's of London, Accredited Specialty Insurance Company	UNN-L000071-25	Personal Injury	Superior Court of New Jersey Law Division	2 Broad Street	Third Floor	Elizabeth	NJ	07201
Yvette Prophete v. Care Finders Total Care, LLC	L-000857-25	Personal Injury	Superior Court of New Jersey	2 Broad Street		Elizabeth	NJ	07201
Zane Whitfield v. Modivcare Inc..	1:25-CV-01483	Securities	United States District Court for the District of Colorado	212 N Wahsatch Ave		Colorado Springs	CO	80903
Zayda Stenger v. Modivcare Solutions, LLC and Leroy Boone	MID-L-004674-24	Discrimination	Superior Court of New Jersey Law Division	56 Paterson Street		New Brunswick	NJ	08903

In re: VRI Intermediate Holdings, LLC**Case No. 25-90378**

Attachment 26a

Books, records and financial statements - Accountants and bookkeepers

Name	Address 1	Address 2	City	State	Zip	Title	Dates of service
Barbara Gutierrez	Address on file					Chief Financial Officer	September 2023 - May 2025
Holly Guinan	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	VP Accounting	October 2021 - Current
Jetal Patel	Address on file					VP Controller	September 2021 - August 2025
L. Heath Sampson	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	President & CEO	February 2021 - Current
Nicole Carry	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	Senior Director, Financial Reporting	December 2020 - Current
Rebecca Orcutt	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	SVP, Chief Accounting Officer	January 2021 - Current

In re: VRI Intermediate Holdings, LLC

Case No. 25-90378

Attachment 26b

Books, records and financial statements - Auditors

Name	Address 1	Address 2	City	State	Zip	Title	Dates of service
Ernst & Young	Attn: Akash Bhalla	200 Plaza Drive	Seraucus	NJ	07094	Financial Accounting Advisory	2021 - Current
Ernst & Young	Attn: Andrew Johnson	200 Plaza Drive	Seraucus	NJ	07094	Goodwill valuation and advisory services	2021 - Current
Ernst & Young	Attn: Matt Lazerri	200 Plaza Drive	Seraucus	NJ	07094	Tax advisory services	2024 - Current
Ernst & Young	Attn: Shannon Henry	200 Plaza Drive	Seraucus	NJ	07094	Internal Audit	2021 - Current
KPMG LLP	Attn: Ryan Taur. KMPG LLP	1225 17th Street, Suite 800	Denver	CO	80202	External Auditors	2021 - Current

In re: VRI Intermediate Holdings, LLC**Case No. 25-90378**

Attachment 26c

Books, records and financial statements - Firms in possession of books and records

Name	Address 1	Address 2	City	State	Zip	If any books of account and records are unavailable, explain why
Holly Guinan	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	N/A
KPMG LLP	Attn: Ryan Taur. KMPG LLP	1225 17th Street, Suite 800	Denver	CO	80202	N/A
L. Heath Sampson	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	N/A
Nicole Carry	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	N/A
Rebecca Orcutt	Modivcare, 6900 Layton	Suite 1200	Denver	CO	80237	N/A