

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

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In re: : Chapter 11  
: :  
MODIVCARE INC., *et al.*, : Case No. 25-90309 (ARP)  
: :  
Reorganized Debtors.<sup>1</sup> : (Jointly Administered)  
: :  
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**STIPULATION AND AGREED ORDER RELATED TO THE WITHDRAWAL OF  
(I) THE PROOFS OF CLAIM OF THE CHUBB COMPANIES  
AND (II) THE CLAIM OBJECTION**

This stipulation and agreed order (this “Stipulation”) is by and among the above-captioned Reorganized Debtors<sup>2</sup>, ACE American Insurance Company (“ACE”) on its own behalf and on behalf of all of its U.S.-based affiliates and their respective successors (collectively, and solely in their capacities as insurers, the “ACE Companies”), and Federal Insurance Company (“Federal”) on its own behalf and on behalf of all of its U.S.-based affiliates and their respective successors (collectively, and solely in their capacities as insurers, the “Federal Companies”), and ESIS, Inc. (“ESIS,” and together with the ACE Companies and Federal Companies, collectively, the “Chubb Companies” and, together with the Reorganized Debtors collectively, the “Parties”), by and through their respective undersigned counsel, regarding the withdrawal of (i) the Chubb Proofs of Claim (as defined herein) that were filed in the above-captioned bankruptcy cases, and which are

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

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings attributed to them in the Plan or the Confirmation Order, as applicable, each as defined herein.



more specifically described on **Exhibit “A”** attached hereto, and (ii) the Claim Objection (as defined herein) with respect to the Federal Proof of Claim (as defined herein).

**RECITALS**

**WHEREAS**, on August 20, 2025 (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

**WHEREAS**, prior to and after the Petition Date, the Chubb Companies issued certain insurance policies (as renewed, amended, modified, endorsed or supplemented from time to time, collectively, the “Policies”) to the Debtors, or their predecessors, as named insureds;

**WHEREAS**, prior to the Petition Date, the Chubb Companies and one or more of the Debtors also entered into certain written agreements in connection with the Policies (as renewed, amended, modified, endorsed or supplemented from time to time, and including any exhibit or addenda thereto, collectively, the “Insurance Agreements”);

**WHEREAS**, pursuant to certain Policies and Insurance Agreements (collectively, the “ACE Insurance Program”), the ACE Companies provide, *inter alia*, certain workers’ compensation, professional liability, excess, business automobile, private company, cyber, umbrella, property, errors and omissions, medical programs, package, directors’ and officers’, general liability, automobile liability, employed lawyers, employment practices liability, international, travel accident, privacy protection, and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein, and the insureds, including one or more of the Debtors, are required to pay to the ACE Companies certain amounts, including, but not limited to, insurance premiums (including audit premiums), deductibles, funded deductibles, expenses, taxes, assessments and

surcharges, as more particularly described in the ACE Insurance Program (collectively, the “ACE Program Obligations”);

**WHEREAS**, pursuant to certain other Policies and Insurance Agreements (collectively, the “Federal Insurance Program,” and together with the ACE Insurance Program, the “ACE/Federal Insurance Program”), the Federal Companies provide, *inter alia*, certain crime, professional liability, fiduciary liability, directors’ and officers’, package, automobile, employed lawyers, umbrella, workers’ compensation, errors and omissions, and certain other insurance for specified policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein, and the insureds, including one or more of the Debtors, are required to pay to the Federal Companies certain amounts, including, but not limited to, insurance premiums (including audit premiums), deductibles, funded deductibles, expenses, taxes, assessments and surcharges, as more particularly described in the Federal Insurance Program (collectively, the “Federal Program Obligations,” and together with the ACE Program Obligations, collectively, the “ACE/Federal Program Obligations”);

**WHEREAS**, prior to and after the Petition Date, ESIS provided certain claims handling services to the Debtors pursuant to certain Risk Management Service Agreements and related documents (collectively, and each as renewed, amended, modified, endorsed or supplemented from time to time, the “ESIS Documents,” and together with the ACE/Federal Insurance Program, collectively, the “Insurance Program”),<sup>3</sup> and in consideration therefor the Debtors pay ESIS certain amounts, including, but not limited to, certain service fees and claim-related expenses (collectively, the “ESIS Program Obligations,” and together with the ACE/Federal Program

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<sup>3</sup> The description of the Insurance Program set forth herein is not intended to, and shall not be deemed to, amend, modify or waive any of the terms or conditions of the Insurance Program. Reference is made to the Insurance Program for a complete description of its terms and conditions.

Obligations, collectively, the “Obligations”);<sup>4</sup>

**WHEREAS**, on September 17, 2025, the Bankruptcy Court entered the *Stipulation and Agreed Order Permitting the ACE Companies and the Federal Companies To Each File a Consolidated Proof of Claim Under a Single Case Number* [Docket No. 173] (the “Consolidated Claim Order”), which provides, *inter alia*, that notwithstanding anything to the contrary in the Bar Date Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of Texas, any order of the Bankruptcy Court or any proof of claim form or notice of a bar date, (i) ACE, on its own behalf and on behalf of all the ACE Companies, was permitted to file a single consolidated proof of claim in the bankruptcy case of ModivCare Inc., Case No. 25-90309 (the “Lead Case”); (ii) Federal, on its own behalf and on behalf of all of the Federal Companies, was permitted to file a single consolidated proof of claim in the Lead Case; and (iii) such claims were deemed to be filed by each of the ACE Companies and each of the Federal Companies, respectively, not only in the Lead Case, but also in the chapter 11 cases of each of the Debtors;

**WHEREAS**, pursuant to the terms of the Consolidated Claims Order, (i) ACE timely filed one consolidated proof of claim, listed on **Exhibit “A”** hereto, on its own behalf and on behalf of all of the ACE Companies, against the Debtors on account of the ACE Program Obligations (the “ACE Proof of Claim”) and (ii) Federal timely filed one consolidated proof of claim, listed on **Exhibit “A”** hereto, on its own behalf and on behalf of all of the Federal Companies, against the Debtors on account of the Federal Program Obligations (the “Federal Proof of Claim”);

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<sup>4</sup> The Obligations include both monetary and non-monetary obligations that the insureds, including one or more of the Debtors, may have.

**WHEREAS**, ESIS also timely filed a proof of claim, listed on **Exhibit “A”** hereto, against Debtor ModivCare Inc. on account of the ESIS Program Obligations (the “ESIS Proof of Claim,” and together with the ACE Proof of Claim and the Federal Proof of Claim, collectively, the “Chubb Proofs of Claim”);

**WHEREAS**, on December 15, 2025, the Bankruptcy Court entered the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates and (II) Denying Motions of Official Committee of Unsecured Creditors for Leave, Derivative Standing, and Authority to Commence and Prosecute Certain Causes of Action on Behalf of Debtors’ Estates* [Docket No. 1055] (the “Confirmation Order”) confirming the *Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates, dated as of December 5, 2025* [Docket No. 959] (as may be amended, supplemented, or otherwise modified from time to time, and including all exhibits thereto, the “Plan”);

**WHEREAS**, paragraph 24 of the Confirmation Order provides<sup>5</sup>:

Treatment of the Chubb Insurance Program. Notwithstanding anything to the contrary in the Definitive Documents, Restructuring Support Agreement, any other document related to any of the foregoing, or any other order of the Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Court jurisdiction, or requires a party to opt out of any releases):

(a) on the Effective Date, all of the insurance policies which have been issued by ACE American Insurance Company, Federal Insurance Company and any of their respective U.S.-based affiliates and predecessors (together with ESIS, Inc., and solely in their capacities as insurers and third party administrators, the “Chubb Companies”) to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage (collectively and together with any agreements, documents or instruments related thereto entered into by, or issued for the

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<sup>5</sup> For the avoidance of doubt, the “Chubb Insurance Program,” as defined in the Confirmation Order, are the same as the “Insurance Program” as defined herein.

benefit of, the Chubb Companies, and each as amended, modified or supplemented and including any exhibit or addenda thereto, the “Chubb Insurance Program”) shall be assumed in their entirety by the applicable Debtors and the Reorganized Debtors pursuant to sections 105 and 365 of the Bankruptcy Code, and shall continue in full force and effect thereafter in accordance with their respective terms and shall survive unimpaired under the Plan;

(b) on and after the Effective Date, the Reorganized Debtors shall become and remain jointly and severally liable in full for all of their and the Debtors’ obligations under the Chubb Insurance Program regardless of whether such obligations arise before or after the Effective Date and without the requirement or need for the Chubb Companies to file a Proof of Claim or an Administrative Claim, Cure Claim, object to any cure amount, or file a motion for setoff or recoupment;

(c) nothing (including Article VIII, Sections 8.5 and 8.6 of the Plan or any corresponding paragraphs of this Confirmation Order) shall alter or modify the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be determined in accordance with the terms thereof and applicable non-bankruptcy law;

(d) except as set forth in the Chubb Insurance Program, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program, or any collateral provided on account of the Chubb Insurance Program, without the prior express written consent of the Chubb Companies;

(e) the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article X, Section 10.5 of the Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (i) claimants with valid workers’ compensation or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (ii) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court: (1) workers’ compensation claims, (2) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law, (3) claims where an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the injunction set forth in Article X, Section 10.5 of the Plan to proceed with its claim; and (4) all costs in relation to each of the

foregoing; (iii) the Chubb Companies to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Reorganized Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Reorganized Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Reorganized Debtors, as applicable) under the Chubb Insurance Program, in such order as the Chubb Companies may determine in accordance with and subject to the terms and conditions of the Chubb Insurance Program; and (iv) the Chubb Companies to cancel the Chubb Insurance Program, and take other actions relating thereto (including effectuating a setoff or recoupment) in accordance with and subject to the terms and conditions of the Chubb Insurance Program and applicable nonbankruptcy law; provided, however, that the Debtors, the Reorganized Debtors and Chubb Companies reserve all of their respective rights and defenses, if any, under applicable non-bankruptcy law and the Chubb Insurance Program to the extent Chubb Companies takes any action permitted by this sub-paragraph (e)(iv); and

(f) nothing in the second paragraph of Article X, Section 10.5 of the Plan or any corresponding paragraph of this Confirmation Order requires, precludes and/or prohibits the Chubb Companies to or from administering, handling, defending, settling and/or paying claims covered by the Chubb Insurance Program in accordance with and subject to the terms and conditions of the Chubb Insurance Program and/or applicable non-bankruptcy law.

For the avoidance of doubt, nothing herein expands, limits or affects the rights of the Chubb Companies under the Chubb Insurance Program.

**WHEREAS**, on December 29, 2025, the Effective Date of the Plan occurred [Docket No. 1134];

**WHEREAS**, on March 31, 2026, the Reorganized Debtors filed the *Reorganized Debtors' Eleventh Omnibus Objection to Certain Claims (Satisfied Claims)* [Docket No. 1397] (the "Claim Objection"), objecting to the Federal Proof of Claim as well as a certain other proofs of claim; and

**WHEREAS**, based upon the treatment of the Insurance Program pursuant to paragraph 24 of the Confirmation Order, the Parties hereby stipulate to the withdrawal of the Chubb Proofs of Claim and the withdrawal of the Claim Objection with respect to the Federal Proof of Claim.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, IT IS ORDERED AS FOLLOWS:**

1. The recitals set forth above are incorporated herein by this reference as though fully set forth herein.

2. The Stipulated Withdrawal (as defined herein) shall be effective upon the date the order approving this Stipulation (the “Withdrawal Order”) becomes a final, non-appealable order that is not subject to an appeal (the “Stipulation Effective Date”).

3. The Reorganized Debtors shall treat any obligations under the Insurance Program in accordance with paragraph 24 of the Confirmation Order.

4. Upon the Stipulation Effective Date, (i) the Chubb Proofs of Claim shall be deemed withdrawn based upon the treatment of the Insurance Program in paragraph 24 of the Confirmation Order, and (ii) the Claim Objection shall be deemed withdrawn with respect to the Federal Proof of Claim without need for any further action by or notice to any party (collectively, the “Stipulated Withdrawal”); *provided, however*, that to the extent an order is not yet entered on the Claim Objection, the Reorganized Debtors shall remove the Federal Proof of Claim therefrom; *provided, further, however*, that to the extent an order has already been entered on the Claim Objection, such order shall be superseded by the Withdrawal Order with respect to the Federal Proof of Claim.

5. Subject to the occurrence of the Stipulation Effective Date, the clerk of the Bankruptcy Court and the Claims and Noticing Agent are hereby authorized to reflect the Stipulated Withdrawal on the docket and Claims Register for the above-referenced case.

6. Nothing in this Stipulation, the Claim Objection, or the Withdrawal Order alters or amends the terms and conditions of the Plan, the Confirmation Order or the Insurance Program.

7. This Stipulation may be executed in counterparts, each of which shall be deemed an original and evidence of this Stipulation may be exchanged by fax or by electronic transmission of a scanned copy of the signature pages or by exchange of originally signed documents.

8. This Stipulation shall be binding upon all successors and assigns of all of the Parties hereto.

9. Each person who executes this Stipulation on behalf of a Party represents and warrants that he or she is duly authorized and has requisite authority to execute and deliver this Stipulation on behalf of such Party and to bind his or her respective Party to the terms and conditions of this Stipulation.

10. All representations, warranties, inducements, and/or statements of intention made by the Parties that relate to this Stipulation are embodied in the Stipulation, and none of the Parties relied upon, will be bound by or will be liable for any alleged representation, warranty, inducement or statement of intention that is not expressly set forth in this Stipulation.

11. This Stipulation constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties.

*[Signatures follow]*

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed as of  
the date written below.

Dated: \_\_\_\_\_, 2026

**HUNTON ANDREWS KURTH LLP**

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*Counsel for the Chubb Companies*

**IT IS SO ORDERED,**

Signed: \_\_\_\_\_, 2026  
Houston, Texas

\_\_\_\_\_  
HONORABLE ALFREDO R. PEREZ  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit "A"**Chubb Proofs of Claim

	<b>Claimant</b>	<b>Debtor Name</b>	<b>Case No.</b>	<b>Filed Date</b>	<b>Claim No.</b>
1.	ACE American Insurance Company on its own behalf and on behalf of all of the ACE Companies	ModivCare Inc.	25-90309	09/29/2025	947
2.	Federal Insurance Company on its own behalf and on behalf of all of the Chubb Companies	ModivCare Inc.	25-90309	09/29/2025	934
3.	ESIS, Inc.	ModivCare Inc.	25-90309	09/29/2025	1051