

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

IN RE:	§	
	§	Chapter 11
MODIVCARE INC., <i>et al.</i> ,	§	
	§	Case No. 25-90309-arp
Debtors. ¹	§	(Jointly Administered)

**MOTION OF THRESA LYONS FOR RELIEF FROM STAY AND FOR ORDER
DETERMINING INAPPLICABILITY OF STAY TO CERTAIN NON-DEBTORS**

This is a motion for relief from the automatic stay. If it is granted, the movant may act outside of the bankruptcy process. If you do not want the stay lifted, immediately contact the moving party to settle. If you cannot settle, you must file a response and send a copy to the moving party at least 7 days before the hearing. If you cannot settle, you must attend the hearing. Evidence may be offered at the hearing and the court may rule.

Represented parties should act through their attorney.

There will be a hearing on this motion on October 30, 2025, at 11:00 a.m. in Courtroom 400, Bob Casey United States Courthouse, 515 Rusk Avenue, Houston, Texas 77002

TO THE HONORABLE ALFREDO R. PÉREZ, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Thresa Lyons, individually and as personal representative of the estate of Rosa Lyons (“Movant” or “Lyons”), a creditor and party in interest, and pursuant to 11 U.S.C. § 362(d), FED. R. BANKR. P. 4001, and applicable Local Rules, respectfully moves this Court for entry of an order: (i) clarifying that the automatic stay does not apply to certain non-debtor defendants named in Movant’s State-Court Action (as defined below); and (ii) granting relief from

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 <http://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.



the automatic stay for the limited purpose of continuing the State-Court Action against defendant ModivCare Solutions, LLC (the “Debtor”), with enforcement limited to available insurance coverage. In support, Movant states as follows:

I. JURISDICTION AND VENUE

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

II. FACTUAL BACKGROUND

4. On, January 17, 2025, prior to the filing of this chapter 11 case, Movant commenced a civil action in the District Court for the 53rd Judicial District in Travis County, Texas, styled *Thresa Lyons et al. v. ModivCare Solutions, LLC et al.*, cause number D-1GN-25-000419 (the “State-Court Action”). Attached hereto as “Exhibit A” is a copy of Movant’s First Amended Petition in the State Court Action, which contains a more detailed recitation of the facts giving rise to Movant’s causes of action.

5. In the State-Court Action, Movant seeks damages arising out of the wrongful death of Movant’s mother, Rosa Lyons, which occurred as a result of the alleged negligence of the Debtor, as well as other named defendants (collectively, the “Non-Debtor Defendants”).²

6. On August 20, 2025, the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code,³ styled *In re ModivCare Solutions, LLC*, Case No. 25-90359-arp.

7. Movant understands and believes that the Debtor is insured under liability policies that are expected to provide full coverage for any judgment entered against the Debtor and any other covered parties in the State-Court Action. Attached hereto as “Exhibit B” is a copy of the

² The Non-Debtor Defendants are Best Neighbor Transportation, LLC; Simeon Tito, and Addisu Beranhu Lemma.

³ 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

insurance policy in effect at the time of the incident leading to Rosa Lyons' untimely passing. (the "Insurance Policy"). The Insurance Policy includes liability coverage of \$2 million for any one accident or loss.

8. The prosecution of the State-Court Action against the Non-Debtor Defendants has been stayed in practice, despite the fact that the automatic stay of § 362(a) applies only to the Debtor and not to non-debtor parties. First, movant seeks an order clarifying that the stay does not extend to those Non-Debtor Defendants.

9. Second, as to the Debtor and any other covered parties, continuation of the State-Court Action will not prejudice or burden the estate because recovery will be sought only from available insurance proceeds, not from estate assets. Movant is willing to enter into a stipulation with the Debtor to this effect. Attached hereto as "Exhibit C" is a draft stipulation (the "Stipulation") which, upon agreement with the Debtor, Movant would submit to the Court for approval in tandem with the instant Motion.

III. RELIEF REQUESTED

10. Movant requests entry of an order: (a) Clarifying that the automatic stay under 11 U.S.C. § 362(a) does not apply to the Non-Debtor Defendants in the State-Court Action; and (b) granting Movant relief from the automatic stay under 11 U.S.C. § 362(d)(1), for cause, to continue to liquidate Movant's claims against the Debtor and any other covered parties in the State-Court Action, provided that any enforcement or collection of a judgment shall be limited to available insurance coverage and not against property of the bankruptcy estate, as memorialized by the foregoing Stipulation.

IV. ARGUMENT AND AUTHORITIES

11. First, as to the Non-Debtor Defendants, Section 362(a) of the Bankruptcy Code stays actions against the Debtor, but courts consistently hold that the automatic stay does not extend to co-defendants or non-debtor third parties, absent extraordinary circumstances. *See, e.g., Sosebee v. Steadfast Ins. Co.*, 701 F.3d 1012, 1025 (5th Cir. 2012) (citing *Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 166 (2009); *accord, GATX Aircraft Corp. v. M/V Courtney Leigh*, 768 F.2d 711, 716 (5th Cir. 1985) (“By its terms the automatic stay applies only to the debtor, not to co-debtors under Chapter 7 or Chapter 11 of the Bankruptcy Code nor to co-tort-feasors.”)).

12. Second, as to the Debtor and other covered parties, relief from stay is appropriate “for cause” under § 362(d)(1). Courts have recognized that where insurance coverage is available and the estate will not bear financial responsibility, cause exists to permit litigation to proceed against the debtor.

13. In *Sosebee*, the Fifth Circuit, citing and quoting a prior decision, stated that “while insurance policies are generally property of the estate, the proceeds of liability insurance policies, unlike first party policies, generally are not.” *Sosebee*, 701 F.3d at 1023. The *Sosebee* court went on to set forth the outlines of the law relevant to the instant Motion:

[The] definition [of the bankruptcy estate] is intended to be broadly construed, and courts are generally in agreement that an insurance policy will be considered property of the estate. Insurance policies are property of the estate Any rights the debtor has against the insurer, whether contractual or otherwise, become property of the estate.

Acknowledging that the debtor owns the policy, however, does not end the inquiry. The question is not who owns the policies, but who owns the liability proceeds The overriding question when determining whether insurance proceeds are property of the estate is whether the debtor would have a right to receive and keep those proceeds when the insurer paid on a claim

Examples of insurance policies whose proceeds are property of the estate include casualty, collision, life, and fire insurance policies in

which the debtor is a beneficiary. Proceeds of such insurance policies, if made payable to the debtor rather than a third party such as a creditor, are property of the estate and may inure to all bankruptcy creditors. But under the typical liability policy, the debtor will not have a cognizable interest in the proceeds of the policy. Those proceeds will normally be payable only for the benefit of those harmed by the debtor under the terms of the insurance contract.

Id., (citing *In re Edgeworth*, 993 F.2d 51, 55-56 (5th Cir. 1993) (Jones, J.)).

14. Here, continuation of the State-Court Action will ultimately liquidate Movant's claim in the appropriate forum, permit efficient resolution of claims against both the Debtor (via the Debtor's liability insurance coverage) and the Non-Debtor Defendants, and will not deplete estate assets because Movant stipulates that it will only seek recovery from insurance proceeds.

V. PRAYER

WHEREFORE, premises considered, Movant respectfully requests that this Court enter an order: (i) clarifying that the automatic stay does not apply to the Non-Debtor Defendants named in Movant's State-Court Action; (ii) granting Movant relief from the automatic stay for cause to continue prosecuting the State-Court Action against the Debtor, limited to recovery from applicable insurance coverage; and (iii) granting such other and further relief as is just and proper.

Dated: October 8, 2025

Respectfully submitted,

/s/ Bach W. Norwood

Bach W. Norwood

TX State Bar No. 24134529

Ron Satija

State Bar No. 24039158

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Counsel for Movant, Theresa Lyons

CERTIFICATE OF CONFERENCE

I hereby certify that from October 2, 2025 to October 8, 2025, the undersigned counsel conferred with Debtor's counsel via email, but has been unable to reach an agreement on the requested relief.

CERTIFICATE OF SERVICE

I hereby certify that on October 8, 2025, a true and correct copy of the foregoing was served electronically to all parties receiving notice via the Court's CM/ECF system. In addition, on - October 8, 2025, or within one business day thereof, the foregoing was served via United States First Class Mail, postage prepaid on the following:

ModivCare Inc. ModivCare Solutions, LLC 6900 E. Layton Avenue Suite 1100 & 1200 Denver, CO 80237 DEBTORS	Kaleb Bailey Brandon Bell Timothy Alvin Davidson, II Hunton Andrews Kurth LLP 600 Travis St. Ste 4200 Houston, TX 77002 kbailey@hunton.com bbell@hunton.com taddavidson@hunton.com DEBTORS' COUNSEL
Scott Greissman Charles R. Koster Gregory F Pesce Christopher Shore Jason N. Zakia White & Case LLP Andrew Zatz 1221 Avenue of the Americas New York, NY 10020 sgreissman@whitecase.com ckoster@whitecase.com gregory.pesce@whitecase.com cshore@whitecase.com jzakia@whitecase.com azatz@whitecase.com COUNSEL FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS	US Trustee Office of the US Trustee 515 Rusk Ave Ste 3516 Houston, TX 77002 UNITED STATES TRUSTEE

/s/ Bach W. Norwood
Bach W. Norwood

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

IN RE:	§	
	§	Chapter 11
MODIVCARE INC., <i>et al.</i> ,	§	
	§	Case No. 25-90309-arp
Debtors. ¹	§	(Jointly Administered)

**ORDER GRANTING MOTION OF THRESA LYONS FOR
RELIEF FROM STAY AND FOR ORDER DETERMINING
INAPPLICABILITY OF STAY TO CERTAIN NON-DEBTORS**

CAME ON TO BE HEARD the *Motion of Thresa Lyons for Relief from Automatic Stay and for Order Determining Inapplicability of Stay to Certain Non-Debtor Defendants* (the “Motion”) filed by Thresa Lyons, individually and as personal representative of the estate of Rosa Lyons (“Movant”). The Court, having considered the Motion, any responses, the arguments of counsel, and applicable law, finds that the Motion should be GRANTED as set forth herein. IT IS THEREFORE ORDERED THAT:

1. The automatic stay imposed by 11 U.S.C. § 362(a) shall not apply to any non-debtor defendants named in Movant’s civil action styled *Thresa Lyons et al. v. ModivCare Solutions, LLC et al.*, cause number D-1GN-25-000419, pending in the District Court for the 53rd Judicial District in Travis County, Texas.

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 <http://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.

2. The automatic stay is modified pursuant to 11 U.S.C. § 362(d)(1) to permit Movant to continue the prosecution of the above-referenced state-court action against the Debtor and any other covered debtor for the purpose of liquidating Movant's claims.

3. Any judgment or recovery obtained by Movant against the Debtor shall be satisfied solely from applicable insurance proceeds, if any, and Movant is prohibited from enforcing or collecting any such judgment against the property of the bankruptcy estate.

4. This Court shall retain jurisdiction to interpret and enforce the provisions of this Order.

IT IS SO ORDERED.

Dated:

Velva L. Price

District Clerk

Travis County

D-1-GN-25-000419

EXHIBIT "A"

CAUSE NO. D-1GN-25-000419

§§§§§

IN THE DISTRICT COURT

§§§§

53rd JUDICIAL DISTRICT

§§§

TRAVIS COUNTY, TEXAS

I.

II.

1

deceased, for the purpose of prosecuting a survival claim and wrongful death claim against Modivcare.

3. Plaintiff Jessica Lyons is an individual residing in Lee County, Texas. She appears in her capacity as the surviving natural child of Rosa Lyons deceased, for the purpose of prosecuting a wrongful death claim against Modivcare.

4. Defendant Modivcare Solutions, LLC is a company licensed to do business in the State of Texas. Defendant Modivcare has been served with process through its registered agent and has entered an appearance in this case.

5. Defendant Best Neighbor Transportation, LLC is a company licensed to do business in the State of Texas. Defendant Best Neighbor has been served with process through its registered agent and has entered an appearance in this case.

6. Defendant Simeon Tito is an individual residing in Austin, Travis County and has been served with process at their last known address: [REDACTED], but has not entered an appearance in this case.

7. Defendant Addisu Berhanu Lemma is an individual residing in Austin, Travis County and may be served with process at their last known address: [REDACTED], or wherever they may be found.

III. JURISDICTION

8. Pursuant to Tex. R. Civ. P. 47, Plaintiff seeks monetary relief of over \$1,000,000 within the jurisdictional limits of this Court.

IV. VENUE

9. Pursuant to Section 15.002(a)(2) of the Texas Civil Practice and Remedies Code,

venue is proper in Travis County because it was the county of Defendant Tito's residence at the time the cause of action accrued.

V.
FACTS

10. On or about October 21, 2024, Decedent, Rosa Lyons was a wheelchair-bound passenger in a vehicle owned and operated by Modivcare and/or Best Neighbor. Rosa Lyons was in the process of being transported home following dialysis at a treatment center. Rosa Lyons was in a weakened and convalescent condition when she was loaded into the Modivcare and/or Best Neighbor vehicle by Modivcare and/or Best Neighbor's driver. The Modivcare and/or Best Neighbor driver, Defendant Lemma, failed to properly restrain Rosa Lyons after loading Mrs. Lyons and her wheelchair into the Modivcare and/or Best Neighbor vehicle. Defendant Lemma was operating the Modivcare and/or Best Neighbor vehicle in the course and scope of their employment with Defendants Modivcare and/or Best Neighbor while they attempted to transport Rosa Lyons to her home. Based on information and belief, Defendant Lemma activated the brakes while transporting Rosa Lyons. Because Rosa Lyons was improperly restrained, Rosa Lyons was thrown out of her wheelchair that was located in the rear of the Modivcare and/or Best Neighbor vehicle. Rosa Lyons landed near the front floor area of the Modivcare and/or Best Neighbor vehicle. The subject incident was proximately caused by the negligence of Defendant Modivcare and/or Best Neighbor and its employee, Defendant Lemma, who was acting in the course and scope of their employment and resulted in Rosa Lyons sustaining life-threatening injuries and damages. After suffering excruciating pain for over a week, Rosa Lyons ultimately succumbed to her injuries, and passed away on November 1, 2024.

11. Defendants' actions were negligent insofar as Modivcare and/or Best Neighbor and

Defendant Lemma failed to properly restrain Rosa Lyons; failed to properly equip its vehicles with proper and necessary restraint systems; failed train its driver; and Defendant Lemma, while in the course and scope of their employment, failed to operate the Modivcare and/or Best Neighbor vehicle as a driver exercising ordinary and prudent care. Rosa Lyons' injuries and death were a direct and proximate result of Defendants' negligence.

VI.

CAUSE OF ACTION—NEGLIGENCE AGAINST DEFENDANTS MODIVCARE SOLUTIONS, LLC AND BEST NEIGHBOR TRANSPORTATION, LLC

12. All facts and allegations contained in the proceeding paragraphs are incorporated herein by reference. Defendants, through their employee, committed acts of omission and commission which, collectively and severally, constituted negligence and proximately caused Rosa Lyons' death. Defendants had a duty to exercise the degree of care that a person and entity of ordinary prudence would use to avoid harm to others under circumstances similar to those described herein. Defendants breached their duty of care as reflected below:

- a. Modivcare and/or Best Neighbor, through its employee, failed to act as a reasonable and prudent person would have done by failing to properly restrain an infirm and wheelchair-bound passenger;
- b. Modivcare and/or Best Neighbor failed to act as a reasonable and prudent entity by failing to provide its drivers with proper restraint processes and procedures for infirm and wheelchair-bound passengers;
- c. Modivcare and/or Best Neighbor failed to act as a reasonable and prudent entity by failing to equip its vehicle with proper and necessary restraint systems for safely restraining infirm and wheelchair-bound passengers;
- d. The Modivcare and/or Best Neighbor driver, while acting in the course and scope of his employment, failed to control his vehicle and failed to reasonably and prudently apply his brakes;
- e. The Modivcare and/or Best Neighbor driver, while acting in the course and scope of his employment, failed to keep a proper lookout as a reasonable and prudent person would have done; and,

- f. The Modivcare and/or Best Neighbor driver, while acting in the course and scope of his employment, failed to take proper and prudent evasive actions.

13. Defendants are liable for the conduct of its driver-the person charged with the responsibility for safely transporting and restraining Rosa Lyons, under the doctrine of *respondeat superior* because Defendant Lemma, at all relevant times, acted within the course and scope of their employment for Defendants Modivcare and/or Best Neighbor. At the time of the incident in question, Defendant Lemma was responsible for restraining infirm and wheelchair-bound passengers and operating the Modivcare and/or Best Neighbor vehicle in the course and scope of their employment and/or agency for Defendants. Defendants intentionally granted Defendant Lemma the authority to act on behalf of Modivcare and/or Best Neighbor. The relevant acts and omissions of Defendant Lemma were performed while in the employment of Defendant Modivcare and/or Best Neighbor, to further its business, to accomplish the objective for which Defendant Lemma was hired, and within the scope of their employment or within the authority delegated to him by Modivcare and/or Best Neighbor. Defendants, therefore, are vicariously liable for the negligence of their driver.

14. Defendants committed acts of omission and commission which, collectively and severally, constituted negligence and proximately caused Rosa Lyons' injuries and death. Defendants and its employees had a duty to exercise reasonable care and breached that duty by acts or omissions that include but are not limited to acts identified in the preceding paragraphs. Defendants and its employee, while in the course and scope of employment, committed acts and omissions of negligence and failed to exercise due care and proximately caused Rosa Lyons's injuries, damages and death, including but not limited to those alleged above and below, in an amount to be proven at trial.

VII.
DAMAGES

15. All facts and allegations contained in the preceding paragraphs are incorporated herein by reference. Plaintiffs sue Defendants for the following damages as a result of the wrongful death of Rosa Lyons:

- a. Pecuniary losses sustained in the past including the loss of care, maintenance, support, services, advice, counsel, and contributions of pecuniary value;
- b. Pecuniary losses that in reasonable probability will be sustained in the future;
- c. Loss of companionship and society sustained in the past including the positive benefits flowing from the love, comfort, companionship, and society that, in reasonable probability, Plaintiffs would have received from Rosa Lyons, had she lived;
- d. Loss of companionship and society that, in reasonable probability, will be sustained in the future;
- e. Mental anguish sustained in the past, including emotional pain, torment, and suffering experienced by Theresa Lyons and Jessica Lyons because of the death of Rosa Lyons;
- f. Mental anguish that, in all reasonable probability, will be sustained in the future;
- g. Physical pain, suffering and emotional harm in the past—endured by Rosa Lyons on the date of her accident and continuing until her death;
- h. Physical impairment in the past—endured by Rosa Lyons on the date of her accident and continuing until her death;
- i. Medical Expenses incurred by Rosa Lyons; and
- j. Funeral and burial expenses.

VIII.
DEMAND FOR JURY TRIAL

16. Plaintiffs hereby demands a jury trial.

IX.
NOTICE REGARDING INITIAL DISCLOSURES

17. Please take notice that pursuant to Tex. R. Civ. P. 194.2, the parties are required to exchange Initial Disclosures--the information and documents required under Tex. R. Civ. P. 194.2(b)--without a request within 30 days after the first answer is filed.

18. For a party that is served or joined in the lawsuit after the first answer is filed, Initial Disclosures are due 30 days after service of the Citation and Petition.

19. The discovery period does not begin until the Initial Disclosures are due.

X.
RULE 193.7 NOTICE

20. Pursuant to Rule 193.7, Texas Rules of Civil Procedure, Plaintiff notifies Defendants of Plaintiffs' intention to use, at any pretrial proceeding and/or at trial, any documents produced by Defendants in response to Plaintiffs' written discovery.

XI.
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully prays that Defendants be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendants for damages in an amount within the jurisdictional limits of the Court; together with pre-judgment interest (from the date of injury through the date of judgment) at the maximum rate allowed by law; post-judgment interest at the legal rate, costs of court; and such other and further relief to which the Plaintiff may be entitled at law or in equity.

(Signatures on following page)

Respectfully submitted,

FOGELMAN & VON FLATERN

3101 Bee Cave Road, Suite 270

Austin, Texas 78746

Tel. (512) 956-4789; Fax. (512) 956-9290

By: /s/ Mark W. Farris

Mark W. Farris

Texas Bar No. 00792494

Email: mark@fvlawfirm.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing instrument has been served via email on all counsel of record on this the 12th of May 2025.

UNDERWOOD LAW FIRM, P.C.

Stephanie James

Stephanie.James@uwlaw.com

P.O. Box 9158

Amarillo, Texas 79105

Attorney for Defendant Modivcare Solutions, LLC

LAPIDUS KNUDSEN, PC

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5906 Dolores St., Suite 200

Houston, Texas 77057

Attorneys for Defendant Best Neighbor, LLC

/s/ Mark W. Farris

Mark W. Farris

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Samantha Woods on behalf of Mark Farris

Bar No. 792494

sam@fvlawfirm.com

Envelope ID: 100709448

Filing Code Description: Amended Filing

Filing Description: PLAINTIFFS' FIRST AMENDED PETITION

Status as of 5/13/2025 3:42 PM CST

Associated Case Party: THRESA LYONS

Name	BarNumber	Email	TimestampSubmitted	Status
Mark Farris		mark@fvlawfirm.com	5/12/2025 12:00:58 PM	SENT
Samantha Woods		sam@fvlawfirm.com	5/12/2025 12:00:58 PM	SENT

Associated Case Party: MODIVCARE SOLUTIONS, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Stephanie James		stephanie.james@uwlaw.com	5/12/2025 12:00:58 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Mark RLapidus		mlapidus@lk-lawfirm.com	5/12/2025 12:00:58 PM	SENT
Rhonda Brashears		rhonda.brashears@uwlaw.com	5/12/2025 12:00:58 PM	SENT
Lapidus Knudsen PC		e-service@lk-lawfirm.com	5/12/2025 12:00:58 PM	SENT
Shauna Gola		sgola@lk-lawfirm.com	5/12/2025 12:00:58 PM	SENT
Karen Goree		karen.goree@uwlaw.com	5/12/2025 12:00:58 PM	SENT
Jennifer P.Johnson		jjohnson@lk-lawfirm.com	5/12/2025 12:00:58 PM	SENT
Ingrid Sanchez		isanchez@lk-lawfirm.com	5/12/2025 12:00:58 PM	SENT

EXHIBIT "B"

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412**EXPIRING POLICY NUMBER:** [REDACTED] 4838**RENEWAL****ITEM ONE****Named Insured:** ModivCare Inc.**Address:** 1275 Peachtree Street NE
Atlanta GA 30309**Producer Number:** [REDACTED] 2226**Producer Name:** ALLIANT INSURANCE SERVICES INC**Producer Address:** 560 MISSION ST 6TH FLOOR
SAN FRANCISCO CA 94105**Form of Business:** ☒ **Corporation** ☐ **Limited Liability Company**☐ **Other:****Named Insured's business:** Indv & Family Social Services**Policy Period:** Policy covers from 05/15/2024 to 05/15/2025 12:01 am standard time at the named insured's address stated above.**Audit Period:** None, unless otherwise stated: ☐ **Semi-Annual** ☐ **Quarterly** ☐**Total Advance Premium (Including surcharges):****Refer to Surcharge Schedule for surcharge amounts and rates.**

In return for the payment of premium and subject to all the terms of this policy we agree with you to provide the insurance as stated in this policy.

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 412**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$2,000,000	\$Included
PERSONAL INJURY PROTECTION (or equivalent No fault Coverage)	5	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT \$ N/A DED	\$Included
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	\$
OPTIONAL BASIC ECONOMIC LOSS COVERAGE (New York Only)		\$	\$
ADDITIONAL PERSONAL INJURY PROTECTION (New York Only)		\$	
		Maximum Monthly Work Loss \$	
		Death Benefit \$	
		Other Necessary Expense (per day) \$	
PROPERTY PROTECTION INSURANCE (Michigan only)	5	SEPARATELY STATED IN THE P.P.I. ENDORSEMENT. MINUS \$N/A DED FOR EACH ACCIDENT.	\$Included
MEDICAL PAYMENTS	2	\$5,000	\$Included
MEDICAL EXPENSE AND INCOME LOSS BENEFITS		SEPARATELY STATED IN THE P.P.I. ENDORSEMENT. MEDICAL EXPENSE BENEFITS \$ EACH PERSON INCOME LOSS BENEFITS \$ EACH PERSON	\$
UNINSURED MOTORISTS	6	\$ See DA40002	\$Included
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists) (Not Applicable in New York)	6	\$ See DA40002	\$Included

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS (Continued)**

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTO Section of the Truckers Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
SUPPLEMENTARY UNINSURED/ UNDERINSURED MOTORIST (New York only)		\$ The maximum amount payable under SUM coverage shall be the policy's SUM limits reduced and thus offset by the motor vehicle Bodily Injury liability insurance and policy or bond payments received from, or on behalf of, any negligent party involved in the accident as specified in the SUM endorsement.	\$
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. (N/A to private passenger type vehicles in NY). See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos."	\$
PHYSICAL DAMAGE COLLISION COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED FOR EACH COVERED AUTO FOR LOSS CAUSED BY COLLISION See Schedule On File With Company For Vehicle Deductibles. See ITEM FOUR For Hired Or Borrowed "Autos."	\$
PHYSICAL DAMAGE TOWING AND LABOR		\$ for each disablement of a private passenger auto.	\$

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412**ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN****DESCRIPTION**

Covered Auto No	Year, Model, Trade Name, Serial Number or Vehicle Identification Number (VIN)	Original Cost New	Terr Code
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AS PER SCHEDULE ON FILE WITH COMPANY**ITEM FOUR - SCHEDULE OF HIRED OR BORROWED AUTO COVERAGE AND PREMIUMS****LIABILITY COVERAGE - RATING BASIS, COST OF HIRE**

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (if liab. cov. is primary)	PREMIUM
All States on File With Us	\$If Any	\$		\$Included
			TOTAL PREMIUM	\$Included

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including 'autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF INSURANCE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. (N/A to Private Passenger type vehicles in NY).	\$	\$	\$
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.	\$	\$	\$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DED. FOR EACH COVERED AUTO.	\$	\$	\$

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412**ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than A Social Service Agency	Number of Employees	25	\$Included
	Number of Partners		\$
Social Service Agency	Number of Employees		\$
	Number of Volunteers		\$
Garage Service Operations	Number of Employees		\$
	Number of Partners		\$
		TOTAL PREMIUM	\$Included

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412

FORMS AND ENDORSEMENTS ATTACHED TO POLICY AT INCEPTION

SCHEDULE OF NOTICES

Form No.	Description
[REDACTED] 5b0713	Policyholder Notice Commercial Lines Deregulation New York
[REDACTED] 015	California Auto Body Repair Consumer Bill Of Rights
[REDACTED] 10	California Automotive Repair Dealer Recommendation Notice
[REDACTED] 71006	Chubb Producer Compensation Practices & Policies
[REDACTED] 11	Illinois Notice To Policyholders Regarding The Religious Freedom Protection And Civil Union Act
[REDACTED] a0206	Important Information To Virginia Policyholders Regarding Your Insurance
[REDACTED]	Important Message To Our Pennsylvania Auto Insurance Policyholders
[REDACTED]	Important Notice To Our Connecticut Policyholders
[REDACTED]	Important Notice To Our Oregon Policyholders
[REDACTED] 0514	Indiana Notice To Policyholders
[REDACTED] 21	Michigan Revised Attendant Care Coverage Advisory Notice To Policyholders
[REDACTED] 00918	Missouri Disclaimer Notice Commercial Lines Deregulation
[REDACTED] 10	New York Rental Reimbursement Coverage Disclosure
[REDACTED] 1018	North Carolina Reinsurance Facility Surcharge
[REDACTED] 71011	Notice To Others Endorsement - Specific Parties
[REDACTED] 20413	Notice To Our Florida Property And Casualty Policyholders Guidelines For Loss Control Plans
[REDACTED] 0613	Notice To Our New York Policyholders Optional Basic Economic Loss Coverage
[REDACTED] 0919	Notice To Our Texas Policyholders Motor Vehicle Crime Prevention Authority Pass Through Fee
[REDACTED] 0518	Policyholder Notice - New York Dmv Reporting
[REDACTED] 3d0714	Questions About Your Insurance?
[REDACTED]	Questions About Your Insurance?
[REDACTED] 9e0716	Risk Control Services For Texas Policyholders
[REDACTED] h0223	Texas Notice Information And Complaints
[REDACTED] 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
[REDACTED] 0413	Uninsured Motorists/Underinsured Motorist Coverage Summary

SCHEDULE OF COVERAGE FORMS

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 412

Form No.	Description
[REDACTED] 1120	Business Auto Coverage Form
[REDACTED] 198	Common Policy Conditions

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1	[REDACTED] 21	Surcharge Schedule
2	[REDACTED] k0422	Signatures
3	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
4	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
5	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
6	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
7	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
8	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
9	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
10	[REDACTED] c0316	Additional Insured – Designated Persons Or Organizations
11	[REDACTED] 7c0614	Cancellation By Us
12	[REDACTED] 5b0614	Definition Of Bodily Injury
13	[REDACTED] 01	Designated Entity Exclusion
14	[REDACTED] 9c1116	Direct Action Expenses
15	[REDACTED] 0a0116	GPS Global Program Solutions Endorsement
16	[REDACTED] 6b0614	Non-Contributory Endorsement For Additional Insureds
17	[REDACTED] 60111	Notice To Others Endorsement - Schedule Notice By Insured's Representative
18	[REDACTED] 71211	Notification Of Premium Adjustment
19	[REDACTED] 280820	Physical Damage Deductible Amended
20	[REDACTED] 9e052017	Reimbursement Of Deductible Endorsement Allocated Loss Adjustment Expense ("ALAE") Included In The Deductible Amount
21	[REDACTED] 011106	Trade Or Economic Sanctions Endorsement
22	[REDACTED] 2b0614	Unintentional Errors & Omissions
23	[REDACTED] 00518	Abuse And Molestation Exclusion
24	[REDACTED] 10518	Movement Of Persons
25	[REDACTED] 390823	Named Insured Endorsement
26	[REDACTED] 498	Insurance Inspection Services Exemption From Liability
27	[REDACTED] 908	Nuclear Energy Liability Exclusion Endorsement
28	[REDACTED] 1013	Auto Medical Payments Coverage
29	[REDACTED] 1013	Drive Other Car Coverage – Broadened Coverage For Named Individuals

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412

Endt. No.	Form No.	Description
30	[REDACTED] 1120	Employee Hired Autos
31	[REDACTED] 1013	Employees As Insureds
32	[REDACTED] 1013	Fellow Employee Coverage
33	[REDACTED] 1013	Hired Autos Specified As Covered Autos You Own
34	[REDACTED] 1120	Lessor – Additional Insured And Loss Payee
35	[REDACTED] 1013	Limited Mexico Coverage
36	[REDACTED] 1013	Pollution Liability – Broadened Coverage For Covered Autos – Business Auto And Motor Carrier Coverage Forms
37	[REDACTED] 1013	Public Transportation Autos
38	[REDACTED] 1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
39	[REDACTED] 1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
40	[REDACTED] 1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
41	[REDACTED] 1013	Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)
42	[REDACTED] 60508	New Mexico Amendatory Endorsement: Uninsured/Underinsured Motorists
43	[REDACTED] 1013	California Auto Medical Payments Coverage
44	[REDACTED] 0517	California Changes
45	[REDACTED] 1013	California Drive Other Car Coverage – Broadened Coverage For Named Individuals
46	[REDACTED] 1013	Connecticut Changes
47	[REDACTED] 1013	Connecticut Changes – Liability Of Municipalities
48	[REDACTED] 0316	Connecticut Uninsured And Underinsured Motorists Coverage
49	[REDACTED] 1013	Delaware Changes
50	[REDACTED] 0220	Delaware Changes – Cancellation And Nonrenewal
51	[REDACTED] 1120	Delaware Personal Injury Protection Endorsement
52	[REDACTED] 0121	Florida Changes
53	[REDACTED] 0121	Florida Changes – Cancellation And Nonrenewal
54	[REDACTED] 0121	Florida Personal Injury Protection
55	[REDACTED] 1013	Georgia Changes
56	[REDACTED] 215	Georgia Changes – Cancellation And Nonrenewal
57	[REDACTED] 0115	Illinois Changes
58	[REDACTED] 0118	Illinois Changes – Cancellation And Nonrenewal
59	[REDACTED] 013	Illinois Changes – Defense Costs
60	[REDACTED] 0115	Illinois Uninsured Motorists Coverage
61	[REDACTED] 1013	Indiana Changes

CHUBB®ACE American Insurance Company
436 Walnut Street
Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 1412

Endt. No.	Form No.	Description
62	[REDACTED] 30221	Louisiana Changes
63	[REDACTED] 41013	Maine Changes
64	[REDACTED] 41013	Maine Uninsured Motorists Coverage
65	[REDACTED] 01120	Michigan Changes
66	[REDACTED] 0417	Michigan Changes – Cancellation And Nonrenewal
67	[REDACTED] 00722	Michigan Personal Injury Protection
68	[REDACTED] 40720	Michigan Property Protection Coverage
69	[REDACTED] 50716	Missouri Changes
70	[REDACTED] 90116	Missouri Changes – Cancellation And Nonrenewal
71	[REDACTED] 61013	Missouri Changes – Pollution Exclusion
72	[REDACTED] 40218	Missouri Underinsured Motorists Coverage
73	[REDACTED] 41013	Missouri Uninsured Motorists Coverage
74	[REDACTED] 51113	Nebraska Auto Medical Payments Coverage
75	[REDACTED] 61013	Nebraska Changes
76	[REDACTED] 11217	Nebraska Changes – Cancellation
77	[REDACTED] 01013	Nebraska Uninsured And Underinsured Motorists Coverage
78	[REDACTED] 81013	New Jersey Changes
79	[REDACTED] 41116	New Jersey Changes – Physical Damage Inspection
80	[REDACTED] 00120	New Jersey Personal Injury Protection
81	[REDACTED] 41016	New Jersey Uninsured And Underinsured Motorists Coverage
82	[REDACTED] 91013	New Mexico Changes
83	[REDACTED] 00515	New Mexico Changes – Cancellation And Nonrenewal
84	[REDACTED] 50620	New York Changes – Cancellation
85	[REDACTED] 21215	New York Changes In Business Auto And Motor Carrier Coverage Forms
86	[REDACTED] 21118	New York Mandatory Personal Injury Protection Endorsement
87	[REDACTED] 61013	North Carolina Changes
88	[REDACTED] 61013	North Carolina Uninsured Motorists Coverage
89	[REDACTED] 21013	Oklahoma Changes
90	[REDACTED] 91013	Oregon Changes
91	[REDACTED] 61116	Oregon Personal Injury Protection
92	[REDACTED] 50116	Oregon Uninsured Motorists Coverage – Bodily Injury
93	[REDACTED] 71013	Pennsylvania Basic First-Party Benefit
94	[REDACTED] 00321	Pennsylvania Changes
95	[REDACTED] 1013	Pennsylvania Changes – Defense Costs
96	[REDACTED] 80414	South Carolina Auto Medical Payments Coverage
97	[REDACTED] 91213	South Carolina Uninsured Motorists Coverage

CHUBB®ACE American Insurance Company
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Philadelphia PA**Business Auto Declarations****POLICY NUMBER:** [REDACTED] 412

Endt. No.	Form No.	Description
98	[REDACTED] 61120	Texas Changes
99	[REDACTED] 31113	Texas Changes – Cancellation And Nonrenewal
100	[REDACTED] 51013	Texas Supplementary Death Benefit
101	[REDACTED] 31118	Uninsured Motorists Endorsement – New York
102	[REDACTED] 11102	Uninsured Motorists Endorsement (Virginia)
103	[REDACTED] 90517	Utah Changes
104	[REDACTED] 41021	Utah Personal Injury Protection
105	[REDACTED] 90808	Virginia Changes - Non-Dealers' Provisions
106	[REDACTED] 30121	Virginia Changes In Policy – Cancellation And Nonrenewal
107	[REDACTED] 61116	Virginia Medical Expense And Income Loss Benefits Endorsement
108	[REDACTED] 31113	West Virginia Auto Medical Payments Coverage
109	[REDACTED] 30116	West Virginia Changes
110	[REDACTED] 91013	West Virginia Changes – Coverage Extension For Temporary Substitute Autos
111	[REDACTED] 20917	West Virginia Changes – Nonrenewal
112	[REDACTED] 21113	West Virginia Uninsured And Underinsured Motorists Coverage
113	[REDACTED] 0720	California Changes – Cancellation And Nonrenewal
114	[REDACTED] 0119	Connecticut Changes – Cancellation And Nonrenewal
115	[REDACTED] 0908	Connecticut Changes - Civil Union
116	[REDACTED] 0112	Delaware Changes - Civil Union
117	[REDACTED] 0911	Illinois Changes - Civil Union
118	[REDACTED] 0908	Indiana Changes
119	[REDACTED] 1121	Indiana Changes – Cancellation And Nonrenewal
120	[REDACTED] 1117	Indiana Changes – Concealment, Misrepresentation Or Fraud
121	[REDACTED] 1210	Indiana Changes - Workers' Compensation Exclusion
122	[REDACTED] 1020	Louisiana Changes – Cancellation And Nonrenewal
123	[REDACTED] 0211	Maine Changes - Cancellation And Nonrenewal
124	[REDACTED] 0907	Maine Changes - Concealment, Misrepresentation Or Fraud
125	[REDACTED] 0907	New Jersey Changes - Cancellation And Nonrenewal
126	[REDACTED] 0908	New Jersey Changes - Civil Union
127	[REDACTED] 0808	New York Changes - Fraud
128	[REDACTED] 0907	Oklahoma Changes - Cancellation And Nonrenewal
129	[REDACTED] 1010	Oklahoma Changes - Concealment, Misrepresentation Or Fraud
130	[REDACTED] 1002	Oklahoma Notice
131	[REDACTED] 0908	Oregon Changes - Cancellation And Nonrenewal
132	[REDACTED] 0908	Oregon Changes - Domestic Partnership
133	[REDACTED] 0907	Pennsylvania Changes - Cancellation And Nonrenewal

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436 Walnut Street
Philadelphia PA

Business Auto Declarations

POLICY NUMBER: [REDACTED] 412

Endt. No.	Form No.	Description
134	[REDACTED] 1203	Pennsylvania Notice
135	[REDACTED] 0721	Utah Changes – Cancellation And Nonrenewal
136	[REDACTED] 0489	West Virginia Changes - Cancellation

THIS DECLARATION AND THE BUSINESS AUTO POLICY AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

COUNTERSIGNED BY _____
AUTHORIZED AGENT



EXHIBIT “C”

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

IN RE:	§	
	§	Chapter 11
MODIVCARE INC., <i>et al.</i> ,	§	
	§	Case No. 25-90309-arp
Debtors. ¹	§	(Jointly Administered)

STIPULATION REGARDING CAUSE NO. D-1GN-25-000419

COME NOW, Thresa Lyons, individually and as personal representative of the estate of Rosa Lyons (“Plaintiff” or “Lyons”), and ModivCare Solutions, LLC (the “Debtor” or “Defendant”) and file this *Stipulation Regarding Cause No. D-1GN-25-000419* (the “Stipulation”).

1. On, January 17, 2025, prior to the filing of this chapter 11 case, Movant commenced a civil action in the District Court for the 53rd Judicial District in Travis County, Texas, styled *Thresa Lyons et al. v. ModivCare Solutions, LLC et al.*, cause number D-1GN-25-000419 (the “State-Court Action”).

2. On August 20, 2025, the Debtor filed its voluntary petition for relief under chapter 11 of the Bankruptcy Code,² styled *In re ModivCare Solutions, LLC*, Case No. 25-90359-arp.

3. Plaintiff agrees to limit any potential liability of and damages recoverable from the Debtor/Defendant and any other covered debtors to the extent of insurance coverage proceeds

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 <http://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.

² 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

available of its causes of action in the lawsuit against the Debtor or in any other proceeding the Plaintiff might bring against the Debtor.

4. Such stipulation is made under Rule 11 of the Texas Rules of Civil Procedure and any applicable provisions of the Federal Rules of Civil Procedure and Federal Rules of Bankruptcy Procedure.

Dated: October 8, 2025

Respectfully submitted,

<p>/s/ _____ Bach W. Norwood TX State Bar No. 24134529 Ron Satija State Bar No. 24039158 HAYWARD PLLC 7600 Burnet Road, Suite 530 Austin, TX 78757 Tel./Fax: (737) 881-7100 bnorwood@haywardfirm.com rsatija@haywardfirm.com <i>Counsel for Movant/Plaintiff, Theresa Lyons</i></p>	<p>/s/ _____ [signature block] <i>Counsel for Debtor/Defendant ModivCare Solutions, LLC</i></p>
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