Docket #0687 Date Filed: 11/10/2025

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

In re:	Chapter 11
MODIVCARE INC., *et al.*	Case No. 25-90309 (ARP)
Debtors.[1]	(Jointly Administered)

DECLARATION OF DANIEL B. SILVERS, INVESTIGATING DIRECTOR OF MODIVCARE INC., IN SUPPORT OF JOINT CHAPTER 11 PLAN OF REORGANIZATION OF MODIVCARE INC. AND ITS DEBTOR AFFILIATES

I, Daniel B. Silvers, hereby declare under penalty of perjury to the best of my knowledge, information, and belief as follows:

1. I am a director on the Board of Directors (the "**Board**") of ModivCare Inc. (the "**Company**," and together with its debtor affiliates, the "**Debtors**").

2. I submit this declaration pursuant to the *Notice of Filing of Debtors' and Committee's Proposed Confirmation Schedules* (Docket No. 483) and in connection with the *First Amended Joint Chapter 11 Plan of ModivCare Inc. and its Debtor Affiliates* (as the same may be supplemented, amended, or modified from time to time, the "**Plan**").[2]

3. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

[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' 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.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

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A. Professional Experience And Background

4. I have over twenty-five years of experience in the financial industry. I earned a B.S. in Economics and an M.B.A. in Finance from The Wharton School of the University of Pennsylvania. I also received a Corporate Governance certification through the Director Education & Certification Program at the UCLA Anderson School of Management. From 1999-2005, I worked at Bear, Stearns & Co. Inc., where I was a senior member of the real estate, gaming and lodging investment banking group. From 2005-2009, I was a Vice President at Fortress Investment Group. From 2009-2015, I was employed by SpringOwl Asset Management LLC (including certain affiliated predecessor entities), ultimately serving as President. In 2015, I founded Matthews Lane Capital Partners LLC, where I currently serve as Managing Member. I also previously served, at times on a concurrent basis with other positions, as: Chief Executive Officer and a Director of Leisure Acquisition Corp. (2017-2021); Executive Vice President and Chief Strategy Officer of Inspired Entertainment, Inc. (2016-2023), where I was also a member of the Office of the Executive Chairman; and President of Western Liberty Bancorp (including a predecessor entity) (2009-2010), an acquisition-oriented company which bought and recapitalized Service1st Bank of Nevada, a community bank in Las Vegas, NV.

5. In addition to serving as a Director of the Company, since 2024 I have served as Executive Chairman of Winventory, Inc., a tech-enabled leading event ticketing management partner.

6. I have also previously served on the boards of directors of Universal Health Services, Inc., International Game Technology, Avid Technology, Inc., MRC Global, Inc., bwin.party digital entertainment plc, Forestar Group, Inc., PICO Holdings, Inc., Ashford Hospitality Prime, Inc., and India Hospitality Corp.

7. My professional experience has helped me to fulfill my role as Investigating Director of the Board.

B. Appointment As Investigating Director

8. On August 14, 2025, I was appointed by the Board to investigate (the "**Investigation**") potential claims and causes of action that the Debtors might hold against current and former investors, creditors, equityholders, members, directors, managers, and officers, and certain other parties currently or formerly affiliated or otherwise related to or involved with the Debtors (the "**Investigation Subjects**"), and to provide recommendations to the Capital Structure Committee of the Board and the full Board on whether to prosecute, compromise, settle, exculpate, release, or otherwise dispose of any such claims or causes of action. I was initially assisted in the Investigation by Latham & Watkins LLP ("**Latham**"). Because Latham formerly represented JPMorgan Chase Bank, N.A., which, until September 2025, had served as the administrative agent under the Company's credit agreement dated as of February 3, 2022 (as subsequently amended, the "**First Lien Credit Agreement**"), I determined to retain separate counsel to assist me in the Investigation. On September 15, 2025, at my direction, the Company retained Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn Emanuel**") for that purpose.[3]

C. The Investigation

9. At my direction, Quinn Emanuel is conducting a thorough Investigation, appropriate to the size and complexity of this case, into potential claims and causes of action that the Debtors may hold against the Investigation Subjects. In order to identify all such potential claims and causes of action, Quinn Emanuel has worked with the Debtors and their directors,

[3] I understand that Latham's representation of JPMorgan Chase Bank, N.A. concluded in December 2024.

officers, and retained professionals to identify, among other things, (a) material transactions and/or (b) conduct that could potentially give rise to such claims or causes of action.

10. I understand that Quinn Emanuel also attempted, on two occasions, to solicit input from the Official Committee of Unsecured Creditors (the "**UCC**") by reaching out to the UCC's counsel. I also understand that other than expressing the UCC's view that the transactions that the Debtors consummated in January and March of 2025 may give rise to fraudulent transfer claims against the Debtors' secured lenders, the UCC's counsel stated that it is unwilling to share with Quinn Emanuel the UCC's views regarding any other specific causes of action that the UCC believes I should be focusing on as part of the Investigation.

11. The Investigation has been, and continues to be, focused primarily on the following:

- The Fifth Amendment to the First Lien Credit Agreement (the "**Fifth Amendment**") and the other transactions that the Debtors entered into in connection with the Fifth Amendment (collectively, the "**Fifth Amendment Transactions**"), including, but not limited to, an exchange agreement (as amended, supplemented, or modified, the "**Exchange Agreement**") with certain holders of the Company's 5.000% senior unsecured notes due on October 1, 2029 (the "**Senior Unsecured Notes**") to exchange up to $251 million in principal amount of these holders' Senior Unsecured Notes for an equivalent principal amount of new second lien senior secured PIK toggle notes (the "**Second Lien Notes**") issued by the Company (the "**Notes Exchange**"), subject to the receipt of the requisite consents to certain amendments to the indenture governing the Senior Unsecured Notes (the "**Senior Unsecured Notes Indenture**") to, among other things, remove substantially all covenants and events of default and release all of the guarantees of the Senior Unsecured Notes debt, and, following the receipt of such consents, requiring the entry into a subordination agreement providing for the payment subordination of the Senior Unsecured Notes remaining after the exchange to the Company's secured debt;

- The Debtors' decision to consummate the Fifth Amendment Transactions;

- The processes underlying the Company's efforts to sell its Remote Patient Monitoring ("**RPM**") and Patient Care Services ("**PCS**") businesses;

- The period between the Debtors' consummation of the Fifth Amendment Transactions and the Debtors' bankruptcy filing;

- Cash transfers made by the Debtors to non-Debtor affiliated entities and/or by ModivCare Inc. to its Debtor subsidiaries;
- Transfers to any of the Debtors' directors and officers, other than ordinary compensation and expense reimbursements, totaling more than $500,000 to any individual director or officer during the four years preceding August 20, 2025, the date on which the Debtors filed for bankruptcy (the "**Petition Date**");
- Other material transactions consummated by the Debtors during the four years preceding the Petition Date.

12. At my direction, Quinn Emanuel undertook extensive expedited discovery, including document discovery and witness interviews. I understand that Quinn Emanuel propounded 21 requests for the production of documents on the Debtors, and has obtained access to more than 25,000 documents, a data room maintained by the Debtors, and certain information requested by Quinn Emanuel through informal requests to the Debtors' advisors. I also understand that to avoid unnecessary expense, Quinn Emanuel did not serve requests on the lenders under the First Lien Credit Agreement (the "**First Lien Lenders**"), but instead ensured that it would be provided with the documents produced by the First Lien Lenders in response to the discovery requests served on the First Lien Lenders by the UCC, which requests Quinn Emanuel deemed to be exhaustive.

13. I also continue to have the ability to direct Quinn Emanuel to serve additional requests for production, but, given the breadth and depth of the materials that have been requested and provided, have not found it necessary to do so as of this date. I understand that Quinn Emanuel will continue to have access to any document productions made by the Debtors and other parties in interest, and I have directed them to review any such relevant existing or future productions.

14. At my direction, Quinn Emanuel also conducted interviews of ten individuals, including eight current and former officers and directors of the Debtors, a representative from Moelis & Company LLC ("**Moelis**"), and a representative from Latham:

- ***Zul Jamal***, Managing Director at Moelis
- ***Scott Kern***, Vice President, Head of Corporate Development at the Company
- ***David Mounts Gonzales***, at the time, a Director on the Company's Board[4]
- ***Leslie Norwalk***, the Chair of the Company's Board
- ***Erin Russell***, a Director on the Company's Board
- ***Heath Sampson***, the Company's President and Chief Executive Officer, and a Director on the Company's Board
- ***Chris Shackelton***, Managing Partner of Coliseum Capital Management, LLC and the former Chair of the Company's Board
- ***Chad Shandler***, the Company's Chief Transformation Officer, and Senior Managing Director at FTI Consulting, Inc. ("**FTI**")
- ***Kenneth Shepard***, the Company's Senior Vice President, Finance
- ***John Sobolewski***, Partner at Latham

15. Additionally, I understand that Quinn Emanuel has attended the interviews and depositions that have been conducted by the UCC to-date of the Company's directors, officers, and retained professionals, with the exception of the depositions of Chad Shandler and Zul Jamal that were each taken by the UCC in late September 2025, the transcripts of which were reviewed by Quinn Emanuel. I also understand that Quinn Emanuel intends to attend any such future interviews and depositions taken in connection with these cases that may be relevant to the Investigation, including, but not limited to, each of the depositions noticed by the UCC. I further understand that Quinn Emanuel had a number of informal phone calls with Latham, FTI, and Moelis as well.

[4] Mr. Mounts Gonzalez resigned from the Company's Board on November 9, 2025.

16. Throughout the course of the Investigation to date, Quinn Emanuel has provided me with regular updates on the status of the Investigation, including facts learned, impressions obtained, and relevant legal theories and conclusions under consideration, through both informal calls and formal videoconference meetings. During each of these calls and videoconference meetings, I have asked questions, and received answers acceptable to me, regarding the facts being developed and potentially applicable legal theories.

17. The formal videoconference meetings with Quinn Emanuel took place on the following dates: October 10, 2025; October 15, 2025; October 27, 2025; October 30, 2025; November 5, 2025; and November 10, 2025. On November 5, 2025, Quinn Emanuel sent me a draft (subject to completion of the Investigation) copy of a privileged report totaling more than 85 pages that detailed the factual findings uncovered by the Investigation to date and contained various legal analyses of potential claims and causes of action. During the November 5, 2025 formal videoconference, Quinn Emanuel and I discussed the preliminary findings, conclusions, and recommendations contained in this draft report.

18. In addition to the meetings referenced in paragraphs 16 and 17 above, I have participated in numerous meetings of the Board, and its various committees, concerning, among other things, the Debtors' general business and case trajectory.

D. The Investigation's Factual Findings To Date

19. This declaration provides a high-level summary of the findings of fact made during the Investigation thus far. It is not my intention to disclose the substance of any legal advice given to me by Quinn Emanuel or any other information protected from disclosure by attorney-client, work-product, or any other privilege. This declaration sets forth only the facts learned from the Investigation to date that I believe are relevant to my ongoing exercise of business judgment.

20. ***The Fifth Amendment Transactions***. The facts set forth in this paragraph reflect my understanding. During the second half of 2024, the Company became aware that it was facing acute liquidity issues. At different times during the fourth quarter of 2024, the Company retained each of Moelis, FTI, and Kirkland & Ellis, LLP ("**K&E**") to advise it in determining how best to address these liquidity issues. The Board met frequently throughout late November 2024, December 2024 and early January 2025 to discuss, among other things, this issue. In the course of its engagement at that time, Moelis spoke with constituents across the Company's capital structure as well as potential outside investors in an effort to obtain financing to address the Company's liquidity issues. The Board, aided by the Company's advisors, considered various proposals to address the Company's liquidity issues, including, but not limited to, two equity financing proposals, and ultimately determined, based on advice from its advisors, that the best option reasonably available to the Company to address its liquidity issues was to enter into the Fifth Amendment Transactions. The Fifth Amendment Transactions, as described in greater detail below, raised a total of $105 million in incremental financing for the Company, and resulted in the exchange of approximately $270 million principal amount of the Company's existing Senior Unsecured Notes for an equivalent principal amount of new Second Lien Notes.

21. On January 9, 2025, the Company entered into the Fifth Amendment, pursuant to which certain of the Company's existing First Lien Lenders agreed to provide the Company with an incremental first lien term loan of $75 million, with a maturity date of January 10, 2026 (the "**Incremental Term Loan**"). The Fifth Amendment amended the First Lien Credit Agreement by, among other things: (i) suspending the net leverage ratio and interest coverage ratio tests through the end of June 2025; (ii) resetting the net leverage and interest coverage ratios from July 2025 through the end of 2025; (iii) lowering the Company's minimum liquidity requirement from

$75 million to $25 million with the imposition of weekly, monthly, and quarterly testing periods; (iv) requiring the Company to create the SAC (as defined herein) to, among other things, oversee processes to pursue sales of its RPM and PCS businesses, respectively; (v) requiring the Company to retain a chief transformation officer; (vi) requiring the appointment of three (out of a total of no more than seven) directors, each acceptable to First Lien Lenders holding a specified amount of debt under the Credit Agreement as set forth in the Fifth Amendment; and (vii) requiring the Company to create a strategic alternatives committee of the board of directors (the "**SAC**") consisting only of each of the three directors acceptable to the First Lien Lenders as described above.

22. Concurrently with the execution of the Fifth Amendment, the Company entered into the Exchange Agreement with certain holders of the Senior Unsecured Notes, pursuant to which approximately $251 million in principal amount of the Senior Unsecured Notes would be exchanged for an equivalent principal amount of new Second Lien Notes. As of January 9, 2025, the Senior Unsecured Notes were trading at 57 cents on the dollar, and I understand that the Company was generally aware of the trading price of the Senior Unsecured Notes around this time. The Exchange Agreement required the Company to use its reasonable best efforts to obtain the consent of holders of a majority in principal amount of the Senior Unsecured Notes to a supplemental Senior Unsecured Notes Indenture, which, among other things, would remove substantially all covenants and events of default contained in the Senior Unsecured Notes Indenture, release the guarantees provided by the guarantors thereunder, and permit the payment subordination of the Senior Unsecured Notes to each of (i) the loans under the First Lien Credit Agreement and (ii) the Second Lien Notes pursuant to a subordination agreement.

23. Also on January 9, 2025, the Company entered into a Purchase and Exchange Agreement (the "**Coliseum Purchase and Exchange Agreement**") with Coliseum Capital Partners, L.P. and Blackwell Partners LLC – Series A. I understand that as of January 9, 2025, Coliseum Capital Partners, L.P. and its affiliates collectively held approximately 20.9% of the outstanding common shares of the Company. The Coliseum Purchase and Exchange Agreement provided for the Coliseum Parties to purchase $30 million of new Second Lien Notes and to exchange approximately $20.2 million principal amount of Senior Unsecured Notes for an equivalent principal amount of new Second Lien Notes (collectively the "**Coliseum Transactions**"), conditioned upon the receipt of approval from 66 ⅔% of the Company's shareholders, other than Coliseum Capital Partners, L.P. and its affiliates and associates, under Delaware General Corporation Law section 203.

24. On March 7, 2025, the Company entered into a Fifth Supplemental Indenture relating to the Senior Unsecured Notes (the "**Supplemental Unsecured Notes Indenture**"), in which, among other things, the Trustee under the Senior Unsecured Notes Indenture, with the consent of the holders of a majority in principal amount of the Senior Unsecured Notes, released the Company's guarantor subsidiaries from their guarantee obligations, removed substantially all of the covenants and events of default from the Senior Unsecured Notes Indenture, and permitted the subordination of the Senior Unsecured Notes to each of (i) the loans under the First Lien Credit Agreement and (ii) the Second Lien Notes.

25. Also on March 7, 2025, pursuant to the Exchange Agreement, the Company issued Second Lien Notes in the principal amount of approximately $251 million to lenders under the Incremental Term Loan in exchange for an equivalent principal amount of the Senior Unsecured Notes. At the time of the Notes Exchange, the Senior Unsecured Notes were trading at 37 cents

on the dollar. The Second Lien Notes are secured by a second priority lien on substantially all of the assets of the Company and its guarantor subsidiaries. In connection with the issuance of the Second Lien Notes, and pursuant to the Exchange Agreement, JPMorgan Chase Bank, N.A. (the "**First Lien Agent**"), as the then-administrative agent and collateral agent for the First Lien Lenders, Ankura Trust Company LLC (the "**Second Lien Agent**"), as the trustee and notes collateral agent for the holders of the Second Lien Notes, and Wilmington Savings Fund Society, FSB, as the trustee for the holders of Senior Unsecured Notes, entered into a Subordination Agreement dated March 7, 2025 (the "**Subordination Agreement**"), pursuant to which, among other things, the right of payment held by the holders of the Senior Unsecured Notes on account of the Senior Unsecured Notes was subordinated to the prior payment in full, in cash, of each of (i) the First Lien Lenders and (ii) the holders of the Second Lien Notes. On the same date, each of the First Lien Agent and the Second Lien Agent entered into an Intercreditor Agreement ("**Intercreditor Agreement**"), pursuant to which, among other things, the Second Lien Agent appointed the First Lien Agent as control agent to hold collateral for the benefit of both the First Lien Agent and the Second Lien Agent.

26. On March 13, 2025, the Company held a special shareholders meeting, pursuant to which holders of at least 66 ⅔% of the outstanding shares of common stock of the Company held by shareholders, other than Coliseum Capital Partners, L.P. and its affiliates and associates, approved the Coliseum Transactions. On March 14, 2025, the Coliseum Parties purchased $30 million in new Second Lien Notes from the Company, and exchanged with the Company approximately $20.2 million principal amount of Senior Unsecured Notes for an equivalent principal amount of new Second Lien Notes. I understand that as of March 14, 2025, Coliseum

Capital Partners, L.P. and its affiliates collectively held approximately 31.4% of the outstanding common shares of the Company.

27. I understand that on February 3, 2022, the First Lien Agent filed UCC-1 financing statements in the relevant jurisdictions. I also understand that between April 4, 2025 and April 8, 2025, the First Lien Agent, the Second Lien Agent, and the Company or its relevant subsidiaries entered into deposit control account agreements with CIBC Bank USA, Citizens Bank, JP Morgan Chase Bank, N.A., PNC Bank, and Wells Fargo Bank with respect to 11 of the Company's or its subsidiaries' bank accounts at those institutions.

28. ***Sales Processes for RPM and PCS***. I understand that before entering into the Fifth Amendment, the Company had begun a process to sell the RPM business, and engaged Deutsche Bank to assist with that sales process on December 19, 2024. Following execution of the Fifth Amendment, in addition to continuing the process to sell the RPM business, the Company implemented a process to sell the PCS business, and engaged Guggenheim Partners for that purpose in July 2025. The SAC was formed on April 25, 2025 to oversee both of these processes. After its formation, the SAC met frequently to discuss, among other things, the progress of both of these processes. The Company had not received what it believed to be actionable bids for either business as of the date on which the Company entered into a Restructuring Support Agreement (the "**RSA**") dated as of August 20, 2025 in connection with its bankruptcy filing, and each of the sales processes were suspended thereafter.

29. ***Lead up to the Debtors' Bankruptcy Filing***. Ultimately, the incremental financing provided to the Company in January and March of 2025 was insufficient to enable the Company to avoid a bankruptcy filing. The Company continued to face various operational challenges, including but not limited to, delays in repricing by key customers, challenges in the volume mix

of rides under various state contracts, an increased volume of per-member rides under shared-risk contracts, an inability to transition to fee-for-service contracts, and difficulty in collecting from certain customers. Additionally, during the Summer of 2025, United HealthCare, the Company's largest customer as measured by revenue, unexpectedly notified the Company that it had decided not to renew its March 15, 2009 Network Access Agreement with the Company, effective January 2026 (for some regions) and March 2026 (for all remaining regions). Further, during 2025 certain of the Company's surety providers, which guarantee the Company's obligations owing to certain of its customers as required by certain of the Company's customer contracts, began demanding that the Company post additional cash collateral, which presented a further unexpected drain on the Company's liquidity. I understand that as of January 2025, the Company had not posted any collateral to secure its surety bonds. As of June 30, 2025, however, demands by the surety providers had required the Company to post $38.3 million of cash collateral relating to $76.5 million of outstanding surety bonds. I also understand that on July 8, 2025, the Company posted an additional $5.7 million of cash collateral to a surety provider.

30. During 2025, the Company closely monitored its ability to comply with its financial covenants and the risk of potential noncompliance with its First Lien Credit Agreement. By late-June 2025, it became clear to the Board that the Company would likely experience covenant breaches as of its September 30, 2025 measurement date, and its advisors projected that the Company might only have a few weeks of liquidity runway remaining past what ultimately became the Petition Date. Accordingly, the Board, acting in conjunction and in reliance upon advice provided by Latham, Moelis, and FTI, considered various potential avenues, and, on August 20, 2025, ultimately approved a resolution authorizing the Debtors' bankruptcy filing.

31. ***Director & Officer Transactions***. I understand that the following officers and directors received transfers totaling more than $500,000 to any individual director or officer, other than ordinary compensation and expense reimbursements, within the two-year period immediately preceding the Petition Date: (1) a divisional president received payments totaling approximately $848,262 in stock awards, a short term incentive plan payment, and severance payments; (2) another divisional president received payments totaling approximately $850,573 in stock awards, a short term incentive plan payment, and a severance payment; (3) the Company's former CFO received payments totaling approximately $655,422.50 in stock awards, a short term incentive plan payment, a severance payment, and COBRA health insurance; (4) the Company's current CEO received payments totaling approximately $1.78 million in stock awards, a short term incentive plan payment, and a retention payment; (5) an executive vice president received payments totaling $506,280 in a sign-on bonus, stock award, and retention payment; and (6) the Company's Chief Strategy & Innovation Officer received payments totaling approximately $788,734.10 in stock awards, a bonus payment, short term incentive plan payments, and retention payments. I understand that at least certain of these payments were made pursuant to the Company's Severance Policy and an August 14, 2025 Retention Bonus Agreement. I understand that Quinn Emanuel has requested, and the Company has agreed to provide but has not yet provided, information from the Company regarding transfers to insiders from August 20, 2021 to August 20, 2023, and additional information concerning payments to insiders from August 2023 to August 2025. I have not yet formed a view as to the reasonableness of the proposed release of claims relating to any transfers that have not yet been reviewed.

32. ***Intercompany Transfers***. I understand that the Company's primary bank account is maintained by ModivCare Inc., and that ModivCare Inc. transfers cash from that bank account

to its operating subsidiaries in order to fund operations, and sweeps excess cash from the operating subsidiaries on a daily basis. I also understand Quinn Emanuel has requested, and that the Company has agreed to provide but has not yet provided, additional information regarding transfers from the Company to its non-debtor affiliates. Accordingly, I have not yet formed a view as to the reasonableness of the Plan Releases that are proposed to be granted to entities that may have received such transfers.

33. ***Other Material Transactions.*** I understand that Quinn Emanuel reviewed material transactions consummated by the Company during the four-year period immediately preceding the Debtors' bankruptcy filing on August 20, 2025. Specifically, I understand that Quinn Emanuel reviewed, among other things, the following transactions:

- ***Care Finders Acquisition***. I understand that on September 14, 2021, the Company acquired Care Finders Total Care for approximately $340 million (the "**Care Finders Acquisition**"). I understand that the purpose of the Care Finders Acquisition was to enable the Company to offer multiple services with integrated solutions within its PCS business segment. I further understand that while PCS underperformed the Company's initial expectations after this transaction closed, primarily as a result of redetermination issues and rising costs, such underperformance was unexpected at the time of the acquisition.

- ***VRI Acquisition***. I understand that on September 22, 2021, the Company acquired VRI Intermediate Holdings, LLC ("**VRI**"), which it described as an industry-leading provider of remote patient monitoring solutions, for $315 million (the "**VRI Acquisition**"). I understand that the VRI Acquisition was intended to enhance the Company's patient monitoring business. I further understand that at the time of the VRI Acquisition, the Company believed that VRI had a high-quality business team with strong customer relationships. I also understand that following the closing of the VRI Acquisition, VRI experienced issues with regulatory headwinds and differing management cultures, which led to the departure of pre-existing management, but that these issues were not anticipated at the time of the acquisition.

- ***Guardian Acquisition***. I understand that on May 11, 2022, the Company acquired Guardian Medical Monitoring for $71.3 million (the "**Guardian Acquisition**"). I understand that the Guardian Acquisition was intended to expand the Company's RPM business segment. I further understand that the Guardian business was integrated with the VRI business, and that it has subsequently experienced performance consistent with expectations at the time of acquisition.

34. I understand that while some of these acquisitions did not perform as well as the Company anticipated at the time it decided to make the respective acquisitions, the information gathered to date in the Investigation shows that the Board's decisions to enter into each of these transactions were reasonable at the time, each of the transactions was negotiated on an arms'-length basis, and none of the Company's directors had any personal interest in any of the transactions.

E. Plan Releases

35. Article X, Section 10.6 of the Plan provides for releases of claims (the "**Plan Releases**") against "(a) the Debtors; (b) the Reorganized Debtors; (c) the Consenting Creditors, (d) the First Lien Agent; (e) the DIP Lenders; (f) the DIP Backstop Commitment Parties; (g) the DIP Agent; (h) the Second Lien Notes Trustee; (i) each Holder of a Claim in a Voting Class that does not affirmatively elect to 'opt out' of the Third-Party Releases as provided on its respective ballot; (j) each Holder of a Claim or Interest in a Non-Voting Class that does affirmatively elect to 'opt out' of the Third-Party Releases as provided on its respective Release Opt-Out Form; and (k) with respect to each of the foregoing persons in clauses (a) through (j), all Related Parties." I understand that the Plan Releases will not apply to Retained Causes of Action against Named Retention Parties.

36. With the assistance of Quinn Emanuel, and as part of the Investigation, I have reviewed various claims and causes of action the Company could potentially pursue based on the various transactions and/or conduct I have investigated. While the Investigation is ongoing and I reserve all rights regarding Quinn Emanuel's ongoing analysis, any newly discovered facts or information, and with respect to Retained Causes of Action against Named Retention Parties, my current view, subject to the carve-outs set forth in paragraphs 31 and 32 concerning payments to

insiders and intercompany transfers, is that the Plan Releases are appropriate, and that entering into the Plan Releases would be a reasonable exercise of the Debtors' business judgment. This view is based on my conclusion to date that the transactions and/or conduct I have reviewed do not give rise to meritorious claims or causes of action that would bring value into the estate, that the Plan Releases are essential to the Plan, that the Debtors are receiving valuable consideration in exchange for the Plan Releases, and that the pursuit of the claims subject to the Plan Releases would result in a needless drain on the Reorganized Debtors' resources and an unwarranted distraction to its workforce. These conclusions, however, are subject to change based on new information that I may be presented with or that may become available to me as the Investigation continues.

37. Therefore, based on the Investigation that has been conducted to date at my direction, I currently support the Plan Releases contained in the Plan, subject to the reservations set forth above and in paragraphs 31 and 32 concerning payments to insiders and intercompany transfers. As noted, however, the Investigation is ongoing, and I intend to continue to assess the reasonableness of the Plan Releases based on new information that may become available to me as the Investigation continues.

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

Dated: November 10, 2025
New York, New York

Name: Daniel B. Silvers
Title: Investigating Director