

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

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| In re: | : | Chapter 11 |
| | : | |
| MODIVCARE INC., <i>et al.</i> , | : | Case No. 25-90309 (ARP) |
| | : | |
| Debtors. ¹ | : | (Jointly Administered) |
| | : | |
| | X | |

**STIPULATION AND AGREED ORDER
GRANTING RELIEF FROM STAY TO FLORENCE SPEAKER**

WHEREAS, on August 20, 2025, the above-captioned Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”);

WHEREAS, on December 15, 2025, counsel to Florence Speaker (“**Claimant**”), communicated with counsel to the Debtors’ regarding the existence of a pending personal injury matter styled *Florence Speaker v. Jorge Carrero, A.D.I.S Transp. LLC, ModivCare Inc., and ADII Transp. LLC*, Case No. 2025-CA-000414 in the Circuit Court, Fourth Judicial Circuit, in and for Clay County, Florida (the proceeding and together with all claims related thereto “**State Court Action**”) and the Claimant’s desire to prosecute a claim for payment against proceeds of the Debtors’ insurance policies that may be available;

WHEREAS, the Debtors and the Claimant (together, the “**Parties**”) have conferred and, by and through their undersigned counsel, agreed upon on the terms set forth below

¹ A complete list of each of the debtors (the “**Debtors**”) in the 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



(this “*Stipulation and Agreed Order*”), which the Parties agree is in the best interests of judicial economy and the efficient administration of these cases; and

WHEREAS, the Court, having considered the recitals contained herein and the representations of counsel, and finding that good cause exists to approve, authorize, and enter this Stipulation and Agreed Order, **it is hereby ORDERED that:**

1. The automatic stay imposed by 11 U.S.C. § 362(a) does not apply to any of the Debtors’ insurance carriers (the “*Insurance Carriers*”). Claimant may continue to prosecute the State Court Action against the Insurance Carriers in accordance with applicable law.

2. The automatic stay under 11 U.S.C. § 362(a) shall remain in full force and effect with respect to the Debtors and the Debtors’ property until the effective date (the “*Effective Date*”) of the confirmed chapter 11 plan in these Chapter 11 Cases [Docket No. 1055, Exhibit A] (the “*Plan*”). Upon the occurrence of the Effective Date, the stay shall terminate by operation of law pursuant to 11 U.S.C. § 362(c)(2)(C). For the avoidance of doubt, except for the limited rights set forth in Paragraph 3, nothing herein limits the applicability of the injunction provided in Article X, Section 10.5 of the Plan.

3. Preservation of Claims and Reservation of Rights: (a) Claimant’s rights, claims, and causes of action against any of the Debtors as nominal defendants in order to pursue applicable insurance, the Insurance Carriers, and any other parties in the State Court Action are hereby preserved and not released, impaired, waived or enjoined by operation of the Plan or any confirmation order; (b) the Debtors reserve all defenses, claims, and rights with respect to the State Court Action, except as expressly provided in this Stipulation and Agreed Order; and (c) nothing herein shall constitute or be deemed an admission of liability or coverage by any party.

4. Any judgment or recovery in the State Court Action against the Debtors shall be limited solely to the proceeds, if any, available under applicable insurance policies, and Claimant shall not seek or enforce any judgment or recovery against the Debtors or the Debtors estates, Reorganized Debtors (as defined in the Plan), or property thereof, except to the extent of such insurance proceeds. Claimant hereby waives any claim she may have against the Debtors, the Reorganized Debtors, or their estates for amounts in excess of the proceeds of the applicable insurance policies.

5. Nothing in this Stipulation and Agreed Order: (a) alters, amends or otherwise modifies the terms and conditions of any insurance policies issued to the Debtors or of any related agreements; (b) relieves the Debtors of any obligations to pay any retentions or to pay (or reimburse an insurer for) any deductibles; (c) relieves the Debtors of any of their other obligations under the insurance policies and related agreements; (d) creates or permits a direct right of action by the Claimant against any of the Debtors' insurers; (e) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any allegedly applicable policy or to otherwise assert any defenses to coverage; (f) constitutes a determination or admission that coverage exists with respect to the Claimant's claims; or (g) relieves the Claimant from her obligation, if any, to file a proof of claim in the Chapter 11 Cases. For the avoidance of doubt, the automatic stay is lifted, if and to the extent applicable, to allow, but not to require, the Debtors' insurers and third party administrators to: (a) administer, handle, defend, settle, and/or pay the Claimant's claims (and any costs related thereto) subject to and in accordance with the terms of any applicable insurance policies, any related agreements, or any claim services agreements; and (b) draw on any and all collateral provided by or on behalf of the Debtors therefor if and when the Debtors fail to pay.

6. This Stipulation and Agreed Order shall be effective immediately upon entry and shall be binding upon the Parties, their successors, assigns, and any trustee or Reorganized Debtor in these Chapter 11 Cases.

7. Each person who executes this Agreed Order and Stipulation by or on behalf of any Party represents and warrants that such person has been duly authorized and empowered to execute and deliver this Agreed Order and Stipulation on behalf of the relevant Party.

8. The Court retains jurisdiction to interpret, enforce, and implement the provisions of this Stipulation and Agreed Order.

Dated: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

[Parties' signature page follows]

Accepted and agreed

/s/ Laurence C. Huttman

Laurence C. Huttman

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