UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

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In re

MODIVCARE INC., *et al.*,

Debtors.[1]

Chapter 11

Case No. 25-90309 (ARP)

(Jointly Administered)

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APPLICATION OF
DAVID MOUNTS GONZALES
FOR PAYMENT OF ADMINISTRATIVE CLAIM UNDER U.S.C. § 503 (b)(1)

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at https://ecf.txsb.uscourts.gov/ within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

David Mounts Gonzales ("Mr. Mounts Gonzales"), by and through his undersigned counsel, hereby files this application seeking the allowance and payment of its administrative claim (this "Application"). In support hereof, Mr. Mounts Gonzales respectfully states as follows:

[1] A complete list of each of the Debtors in these chapter 11 cases (the "Chapter 11 Cases and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.veritaglobal.net/ModivCare. Debtor ModivCare Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas (the "Court") has jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are section 503 of title 11 of the United States Code (the "Bankruptcy Code"), Rule 9013 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the "Bankruptcy Local Rules"), and the Procedures for Complex Chapter 11 Cases in the United States Bankruptcy Court for the Southern District of Texas (the "Complex Case Procedures").

BACKGROUND

The Indemnification Agreement

4. Prior the Petition Date, Mr. Mounts Gonzales was appointed as a member of the Board of Directors of debtor ModivCare Inc. ("ModivCare") and entered into the Indemnification Agreement, dated May 20, 2025, with ModivCare (the "Indemnification Agreement"). A true and correct copy of the Indemnification Agreement is attached hereto as **Exhibit A**.

5. Section 6 of the Indemnification Agreement provides:

> Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, is or was made (or asked) to respond to discovery requests in any Proceeding, or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

"Proceeding" is defined broadly and includes this Chapter 11 case.

6. Following the Petition Date, Mr. Mounts Gonzales continued to serve as a director of ModivCare and, at ModivCare's request, voluntarily (a) agreed to be interviewed by the special committee of the Board of Directors formed to investigate various potential claims, (b) voluntarily produced documents relating to his service as director and (c) after resigning as a member of the board of directors in November 2025 voluntarily agreed to sit for a deposition by the Creditors Committee, ModivCare and other parties in interest in relation to ModivCare's plan of reorganization.

7. In particular, in an exchange of emails on October 12 and 13, 2025 between ModivCare's counsel at Latham and Watkins LLP and counsel for Mr. Mounts Gonzales, Mr. Mounts Gonzales agreed to produce voluntarily, in response to discovery of ModivCare requested by the creditors' committee, emails he sent in his capacity as director. As stated in the exchange of emails, it was agreed that "Mr. Mounts Gonzales has his own counsel who will be reviewing the emails first and them providing to Latham & Watkins for production." See **Exhibit B**. Subsequently, Mr. Mounts Gonzales and his counsel reviewed the requested documents and provided responsive documents to Latham & Watkins for production.

8. A few days later, on October 17, 2025, ModivCare's counsel advised Mr. Mounts Gonzales and his counsel that the special committee of the Board of Directors, represented by Quinn Emanuel was investigating potential estate causes of action and that as part of its investigation requested to interview Mr. Mounts Gonzales. In response, Mr. Mounts Gonzales and his counsel promptly agreed to the interview, which took place on October 30, 2025. See **Exhibit C.**

9. On October 28, 2025, ModivCare's counsel advised Mr. Mounts Gonzales' counsel that the creditors' committee was seeking to take Mr. Mount Gonzales's deposition and Mr.

Mounts Gonzales agreed to make himself available on November 14 for a remote four-hour deposition. Mr. Mounts Gonzales resigned from the ModivCare board on November 9, 2025. Following the resignation, ModivCare's counsel advised that the deposition may run longer than four hours and requested Mr. Mounts Gonzales sit for several additional hours. Mr. Mounts Gonzales agreed to make himself available for six hours on November 14. When six hours proved to be insufficient, Mr. Mounts Gonzales was deposed, by agreement of all of the parties, including ModivCare, for two further hours on November 26, 2025. See **Exhibits D and E.**

10. Mr. Mounts Gonzales was represented by counsel throughout the Chapter 11 proceeding and he actually and reasonably incurred legal expenses in connection with the foregong requests from Modivcare in connection with the chapter 11 proceeding.

11. By letter dated December 29, 2025 Mr. Mounts Gonzales submitted a statement for services provided by counsel at Kasowitz LLP in connection with Mr. Mounts Gonzales services a director and pursuant to the Indemnification Agreement seeking payment of $243,942.00 incurred by Kasowitz LLP on Mr. Mounts Gonzales's behalf. See **Exhibit F**. In response, ModivCare rejected the claim on the ground that it did not assume its obligation to indemnify Mr. Mounts Gonzales in its chapter 11 plan. See **Exhibit G.**

12. On January 28, 2026, Mr. Mounts Gonzales filed an administrative claim with ModivCare's claims agent. See **Exhibit H**. To date, Mr. Mounts Gonzales has not received any response or payment to the administrative claim.

BASIS FOR RELIEF

A. Mr. Mounts Gonzales is Entitled to an Administrative Claim Under Section 503(b).

13. Section 503(b) of the Bankruptcy Code provides in relevant part:

> (b) After notice and a hearing, there shall be allowed administrative expenses, other than claims allowed under section 502(f) of this title, including—(1)(A) the actual, necessary costs and expenses of preserving the estate.

11 U.S.C. § 503(b). The Bankruptcy Code provides administrative priority to certain claims to encourage third parties to provide the goods and services necessary for a debtor to continue operating its business, "thus generating funds from which prepetition creditors can be paid." *Nabors Offshore Corp. v. Whistler Energy II, L.L.C. (Matter of Whistler Energy II, L.L.C.)*, 931 F.3d 432, 442 (5th Cir. 2019) (quoting *In re TransAmerican Nat. Gas Corp.,* 978 F.2d 1409, 1420 (5th Cir. 1992)).

14. "[T]o qualify as an 'actual and necessary cost' under section 503(b)(1)(A), a claim against the estate must have arisen post-petition and as a result of actions taken by the trustee [or debtor-in-possession] that benefitted the estate." *In re Jack/Wade Drilling, Inc.,* 258 F.3d 385, 387 (5th Cir. 2001) (alteration in original). Thus, "when the acts or services requiring indemnification occurred postposition, indemnification has been granted administrative expense status." 4 Collier on Bankruptcy ¶503.06 citing *In re Heck's Props., Inc.,* 151 B.R. 739 (S.D. W. Va. 1992).

15. In this case, as discussed above, ModivCare sought the actions and services requiring indemnification from Mr. Mounts Gonzales and his counsel postpetition, including seeking the production of documents in Mr. Mounts Gonzales's possession which required review for responsiveness and privilege, an interview by the special committee of the ModivCare board that was considering potential claims of the estate and a deposition sought by the unsecured creditors committee and ModivCare in connection with confirmation of ModivCare's plan of reorganization.

16. Accordingly, Mr. Mounts Gozales hereby asserts, and submits that it is entitled to an administrative claim pursuant to Section 503(b) of the Bankruptcy Code, pursuant to ModivCare's obligations to Mr. Mounts Gonzales under the Indemnity Agreement.

RESERVATION OF RIGHTS

17. Mr. Mounts Gonzales reserves the right to amend, modify or supplement this Application and to assert any other rights, claims, or remedies it may have against Modivcare.

WHEREFORE, Mr. Mounts Gonzales respectfully requests that this Court enter an order allowing it an administrative claim.

Dated: July 21, 2026

Respectfully submitted,

/s/ Steven Owens

Steven Owens
Texas State Bar No. 24098212
SDTX Fed. Bar No. 3504157
SOwens@kasowitz.com
KASOWITZ LLP
1415 Louisiana Street, Suite 2100
Houston, TX 77002
Tel. (713) 220-8822
Fax. (713) 583-3387

Of Counsel:
Daniel J. Fetterman (*Pro Hac Vice* Forthcoming)
DFetterman@kasowitz.com
David J. Mark (*Pro Hac Vice* Forthcoming)
DMark@kasowitz.com
KASOWITZ LLP
1633 Broadway,
New York, NY 10019
Tel. (212) 506-1700

Counsel to David Mounts Gonzales

CERTIFICATE OF SERVICE

I certify that on July 21, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Steven Owens
Steven Owens

Exhibit A

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "Agreement") is made as of May 20, 2025 by and between ModivCare Inc., a Delaware corporation (the "Company"), and David Mounts Gonzales ("Indemnitee").

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") has determined that the inability to attract and retain qualified persons as directors and officers is detrimental to the best interests of the Company and that the Company should act to assure such persons that there will be adequate certainty of protection through insurance and indemnification against risks of claims and actions against them arising out of their service to and activities on behalf of the Company;

WHEREAS, the Company has adopted provisions in its Certificate of Incorporation (the "Certificate of Incorporation") providing for indemnification and advancement of expenses of its officers and directors. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

WHEREAS, in order to induce and encourage highly experienced and capable persons such as Indemnitee to serve and continue to serve as directors and officers of the Company, and to otherwise promote the desirable end that such persons will resist what they consider unjustified lawsuits and claims made against them in connection with the good faith performance of their duties, with the knowledge that certain expenses, costs, judgments, penalties, fines and liabilities incurred by them in their defense of such litigation are to be borne by the Company and they shall receive the maximum protection against such risks and liabilities as may be afforded by law, the Board of the Company has determined that this Agreement is reasonable and prudent to promote and ensure the best interests of the Company;

WHEREAS, this Agreement is a supplement to and in furtherance of the Certificate of Incorporation and any resolutions adopted pursuant thereto, as well as any rights of Indemnitee under any directors' and officers' liability insurance policy, and this Agreement shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, the Company desires to have Indemnitee continue to serve in their current capacity with the Company and in such other capacity with respect to the Company as the Company may request, as the case may be, free from undue concern for unpredictable, inappropriate or unreasonable legal risks and personal liabilities by reason of Indemnitee acting in good faith in the performance of Indemnitee's duties, and Indemnitee desires to continue so to serve, provided, and on the express condition, that he or she is furnished with the indemnity set forth hereinafter.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services by Indemnitee. Indemnitee shall serve and/or continue to serve as a director or officer of the Company, or in such other capacity as the Indemnitee may serve, faithfully and to the best of Indemnitee's ability so long as Indemnitee is duly elected or appointed and until such time as Indemnitee's successor is elected and qualified or Indemnitee is removed as permitted by law or tenders a resignation This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and any Indemnitee who is an officer of the Company. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Certificate of Incorporation, the Bylaws of the Company ("Bylaws") and the DGCL.

Section 2. Definitions. As used in this Agreement:

(a) References to "agent" shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

(b) A "Change in Control" shall be deemed to occur if, with respect to any particular 24-month period, the individuals who, at the beginning of such 24-month period, constituted the Board of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the beginning of such 24-month period whose election, or nomination for election by the stockholders of the Company, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board.

(c) "Corporate Status" describes the status of a person who is or was a director, trustee, partner, managing member, officer, employee, agent or fiduciary of the Company or of any other corporation, limited liability company, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

(d) "Disinterested Director" shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) "Enterprise" shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

(f) "Expenses" shall include all reasonable attorneys' fees, retainers, court costs, transcript costs, fees and other costs of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses of the types customarily incurred in connection with, or as a result of, prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a deponent or witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) Expenses incurred in connection with recovery under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnitee is ultimately determined to be entitled to such indemnification, advancement or Expenses or insurance recovery, as the case may be, and (iii) for purposes of Section 14(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement, the Certificate of Incorporation, or under any directors' and officers' liability insurance policies maintained by the Company, by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) "Independent Counsel" shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(h) "Proceeding" shall mean any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, regulatory or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of Indemnitee's Corporate Status, by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided

under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(i) Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court (as hereinafter defined) or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is

successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by or on behalf of Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness, is or was made (or asked) to respond to discovery requests in any Proceeding, or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, judgments, fines and amounts paid in settlement but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) by reason of Indemnitee's Corporate Status.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 9. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim involving Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy ("Clawback Policy") adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act, including in respect of any claims or proceeding(s) by or in the name of the Company that are authorized by the Board to recoup or recover any amounts pursuant to any Clawback Policy; (provided, however, if the Indemnitee is successful on the merits in the defense of any claim asserted against the Indemnitee in such an action, the Indemnitee will be indemnified for the expenses (including attorney's fees) the Indemnitee reasonably incurred to defend such claim); or

(c) except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, (ii) such payment arises in connection with any mandatory counterclaim or cross claim brought or raised by Indemnitee in any Proceeding (or any part of any Proceeding), or (iii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding

statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) by the Company pursuant to this Section 10, if and only to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

Section 11. Procedure for Notification and Defense of Claim.

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Indemnitee shall submit to the Secretary of the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of such Proceeding. The omission by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

(c) Except as otherwise provided in this Section 11(c), the Company, including jointly with any other indemnifying party similarly notified, may, at its option, assume the defense thereof, with counsel approved by Indemnitee in its sole discretion. After notice from the Company to Indemnitee of its election so to assume the defense thereof and approval of such counsel by Indemnitee, the Company shall not be liable to Indemnitee under this Agreement for any expenses of counsel subsequently incurred by Indemnitee in connection with the defense thereof except as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but the fees and expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless (i) the employment of counsel by Indemnitee has been authorized in writing by the Company, (ii) Indemnitee shall have reasonably concluded, based on consultation with counsel, that there may be a conflict of interest between the Company and Indemnitee in the conduct of the defense of such Proceeding, or (iii) the Company shall not within 60 calendar days of receipt of notice from Indemnitee in fact have employed counsel to assume the defense of the Proceeding, in each of which cases the fees and expenses of Indemnitee's counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any

Proceeding brought by or on behalf of the Company or as to which Indemnitee shall have made the conclusion provided for in (ii) above.

(d) Notwithstanding any other provision of this Agreement, the Company shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Company's written consent or for any judicial award, if the Company was not given an opportunity, in accordance with this Section 11, to participate in the defense of such Proceeding. The Company shall not settle any Proceeding (in whole or in part) if such settlement would impose any Expense, judgment, liability, fine, penalty or limitation on Indemnitee in respect of which Indemnitee is not entitled to be indemnified hereunder without Indemnitee's prior written consent, which shall not be unreasonably withheld. Neither the Company nor Indemnitee shall unreasonably withhold its consent to any proposed settlement.

Section 12. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by or on behalf of Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied. The determination of entitlement to indemnification shall be made and, unless a contrary determination is made, such indemnification shall be paid not later than 30 calendar days after receipt by the Company of a written request for indemnification.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a

Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing). The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(c) If the Company disputes a portion of the amounts for which indemnification is requested, the undisputed portion shall be paid and only the disputed portion withheld pending resolution of any such dispute.

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) calendar days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within thirty (30) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7 or the second to last sentence of Section 12(a) of this Agreement within thirty (30) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not timely made after a determination has been made that

Indemnitee is entitled to indemnification pursuant to Section 12(a), or (vi) the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, such award to be made within 60 days following the filing of the demand for arbitration pursuant to this Section 14(a). The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14, the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by or on behalf of Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement (i) shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the Bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise and (ii) shall be interpreted independently of, and without reference to, any other such rights to which Indemnitee may at any time be entitled. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event of any payment made by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided

hereunder) if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

Section 16. Continuation of Indemnity. All agreements and obligations of the Company contained herein shall continue during the period the Indemnitee is a director, officer, employee, agent, or trustee of the Company or while a director, officer, employee, agent, or trustee is serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan, and shall continue thereafter with respect to any possible claims based on the fact that the Indemnitee was a director, officer, employee, agent, or trustee of the Company or was serving at the request of the Company as a director, officer, employee, agent, or trustee of another corporation or of a partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan. This Agreement shall be binding upon all successors and assigns of the Company (including any transferee of all or substantially all of its assets and any successor by merger or operation of law) and shall inure to the benefit of the Indemnitee's heirs, executors, and administrators.

Section 17. Severability. Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 18. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is

relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, and any directors' and officers' insurance maintained by the Company and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 20. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Section 21. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed or (d) sent by facsimile transmission, with receipt of oral confirmation that such transmission has been received:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to

6900 E Layton Avenue, 12th Floor,
Denver, Colorado, 80237
Attn: General Counsel and Corporate Secretary
Email: faisal.khan@modivcare.com

or to any other address as may have been furnished to Indemnitee by the Company.

Section 22. Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for herein is held by a court of competent

jurisdiction to be unavailable to the Indemnitee in whole or in part, it is agreed that, in such event, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s); provided that, without limiting the generality of the foregoing, such contribution shall not be required where such holding by the court is due to any limitation on indemnification set forth in Section 9 and Section 11(d).

Section 23. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Court of Chancery of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably The Corporation Trust Company, 1209 North Orange Street, Wilmington, New Castle County, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 25. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

ModivCare Inc.

By: Faisal Khan
Name: Faisal Khan, Esq.
Title: General Counsel & Secretary

Indemnitee:

David Mounts Gonzales
Name: David Mounts Gonzales
Address:
PO Box 21565
Winston Salem, NC 27120

docusign

Certificate Of Completion

Envelope Id: C3EB7446-26E9-437B-A148-E5C7D583B3A5
Status: Completed
Subject: Complete with Docusign: MODV - Form Indemnification Agreement
Source Envelope:
Document Pages: 16
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Faisal Khan
AutoNav: Enabled
Faisal.Khan@modivcare.com
EnvelopeId Stamping: Enabled
IP Address: 165.225.10.154
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
5/20/2025 1:35:19 PM
Holder: Faisal Khan
Faisal.Khan@modivcare.com
Location: DocuSign

Signer Events	Signature	Timestamp
David Mounts Gonzales dmg@aicatfund.com Security Level: Email, Account Authentication (None)	David Mounts Gonzales Signature Adoption: Pre-selected Style Using IP Address: 146.75.233.18	Sent: 5/20/2025 1:38:26 PM Viewed: 5/30/2025 6:48:24 AM Signed: 5/30/2025 6:49:01 AM

Electronic Record and Signature Disclosure:
Accepted: 5/30/2025 6:48:24 AM
ID: ac56943a-1e31-47e6-9996-1f24d588b17c

Faisal Khan faisal.khan@modivcare.com General Counsel Security Level: Email, Account Authentication (None)	Faisal Khan Signature Adoption: Pre-selected Style Using IP Address: 209.245.15.20	Sent: 5/20/2025 1:38:26 PM Viewed: 5/20/2025 1:38:40 PM Signed: 5/20/2025 1:38:47 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/20/2025 1:38:26 PM
Certified Delivered	Security Checked	5/20/2025 1:38:40 PM
Signing Complete	Security Checked	5/20/2025 1:38:47 PM
Completed	Security Checked	5/30/2025 6:49:01 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Modivcare (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Modivcare:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: legaldisclosure@modivcare.com

To advise Modivcare of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legaldisclosure@modivcare.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Modivcare

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legaldisclosure@modivcare.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Modivcare

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to legaldisclosure@modivcare.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Modivcare as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Modivcare during the course of your relationship with Modivcare.

Exhibit B

From: Friedman, Adam H. <AFriedman@olshanlaw.com>
Sent: Monday, October 13, 2025 10:57 AM
To: Betsy.Marks@lw.com
Cc: KMantel@olshanlaw.com; Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; MODVLITIGATION.LWTEAM@lw.com; Daniel J. Fetterman <DFetterman@kasowitz.com>; David J. Mark <DMark@kasowitz.com>
Subject: RE: MODV: Director Emails

Good morning, Betsy. I have confirmed that your email is accurate. Can you provide the search terms we should use?

Copying the Kasowitz team.

Thanks for your assistance.

-Adam

Adam H. Friedman

O L S H A N

OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
(Entrance is on 53rd Street between Sixth and Seventh Avenues)
New York, NY 10019
Direct: : 212.451.2216
Facsimile: 212.451.2222
Email: : AFriedman@olshanlaw.com
Web: www.olshanlaw.com

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Sunday, October 12, 2025 4:17 PM
To: Friedman, Adam H. <AFriedman@olshanlaw.com>
Cc: Mantel, Kenneth S. <KMantel@olshanlaw.com>; Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; MODVLITIGATION.LWTEAM@lw.com; DFetterman@kasowitz.com
Subject: RE: MODV: Director Emails

Thank you.

From: Friedman, Adam H. <AFriedman@olshanlaw.com>
Date: Sunday, Oct 12, 2025 at 3:14 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>
Cc: Mantel, Kenneth S. <KMantel@olshanlaw.com>, Schrock, Ray (NY) <Ray.Schrock@lw.com>, Simon, Keith (NY) <Keith.Simon@lw.com>, Klidonas, George (NY) <George.Klidonas@lw.com>, #C-M MODV - LITIGATION - LW TEAM <MODVLITIGATION.LWTEAM@lw.com>, Daniel J. Fetterman <DFetterman@kasowitz.com>
Subject: Re: MODV: Director Emails

We will check with Kasowitz who is leading this piece.

Adam H. Friedman

O L S H A N

OLSHAN FROME WOLOSKY LLP
1325 Avenue of the Americas
(Entrance is on 53rd Street between Sixth and Seventh Avenues)
New York, NY 10019
Direct: 212.451.2216
Facsimile: 212.451.2222
Email: AFriedman@olshanlaw.com
Web: www.olshanlaw.com

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On Oct 12, 2025, at 3:04 PM, Betsy.Marks@lw.com wrote:

Counsel,

White & Case has been pressing us for an answer as to what documents Mr. Mounts-Gonzales is willing to produce voluntarily for chapter 11 discovery and what documents he is not. Based on our last call, is this an accurate summary of Mr. Mounts-Gonzales's position?

- Mr. Mounts-Gonzales agrees to provide his Modivcare emails sent or received in his capacity as a director to the Committee for chapter 11 discovery. These emails will date from the date of appointment as a director up until the Petition Date. Mr. Mounts-Gonzales has his own counsel who will be reviewing the emails first and then providing to Latham & Watkins for production.

- AI Catalyst Fund does not agree to produce its emails or Mr. Mounts-Gonzales's emails as an equityholder voluntarily for chapter 11 discovery, as they believe they are not relevant. To the extent the Committee seeks these documents, it should serve a subpoena on AI Catalyst Fund. Latham does not represent AI Catalyst and does not have permission to accept service of a subpoena. You can discuss this issue further with Mr. Mounts-Gonzales's counsel: Friedman, Adam H. AFriedman@olshanlaw.com and Mantel, Kenneth S. KMantel@olshanlaw.com.

If this is not accurate, please let me know how I should respond and I will relay the message. I would like to respond to them tomorrow on this issue.

Please forward this to any of your colleagues who may not be copied. I know there were other attorneys on our call but I didn't catch everyone's names.

Please note that we are trying to complete our document production within the next couple of weeks and absolutely need to produce everything by month-end. When do you expect you will be able to send us Mr. Mounts-Gonzales's director emails? Thanks.

Regards,
Betsy

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Exhibit C

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Friday, October 24, 2025 11:47 AM
To: David J. Mark <DMark@kasowitz.com>; dmg@aicatfund.com; AFriedman@olshanlaw.com; KMantel@olshanlaw.com; Daniel J. Fetterman <DFetterman@kasowitz.com>
Cc: Ray.Schrock@lw.com; George.Klidonas@lw.com; Keith.Simon@lw.com; JAMIE.WINE@lw.com
Subject: RE: MODV - Chapter 11 Case Schedule

Thank you, David. Let's plan on 10-12 ET on 10/30 assuming that works for David and your team. I'll ask Quinn to circulate a calendar entry.

From: David J. Mark <DMark@kasowitz.com>
Sent: Thursday, October 23, 2025 6:57 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>; dmg@aicatfund.com; AFriedman@olshanlaw.com; KMantel@olshanlaw.com; Daniel J. Fetterman <DFetterman@kasowitz.com>
Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>; Klidonas, George (NY) <George.Klidonas@lw.com>; Simon, Keith (NY) <Keith.Simon@lw.com>; Wine, Jamie (NY) <JAMIE.WINE@lw.com>
Subject: RE: MODV - Chapter 11 Case Schedule

Betsy,
David is available next Thursday, October 30 for the Quinn interview. Let us know if that works, and if so, please suggest a time.

David J. Mark
Kasowitz LLP
1633 Broadway
New York, New York 10019
Tel. (212) 506-1990
Fax. (212) 500-3490
DMark@kasowitz.com

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From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Friday, October 17, 2025 9:37 AM
To: dmg@aicatfund.com; AFriedman@olshanlaw.com; KMantel@olshanlaw.com; Daniel J. Fetterman <DFetterman@kasowitz.com>; David J. Mark <DMark@kasowitz.com>
Cc: Ray.Schrock@lw.com; George.Klidonas@lw.com; Keith.Simon@lw.com; JAMIE.WINE@lw.com
Subject: RE: MODV - Chapter 11 Case Schedule

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David and Counsel –

In addition to a potential UCC deposition, Quinn Emanuel has requested to speak to David as well. As you may know, Quinn Emanuel has been separately engaged to assist one of the current independent directors on the Board, Daniel Silvers, in investigating potential estate causes of action as a part of the chapter 11 case. In connection with this investigation, Quinn will be conducting a number of interviews of executives and current and former directors and has requested to interview David given his role on the Board.

The interview should not take more than 2 hours and can be done remotely on a video call. Can you please let me know David's availability for a 2-hour call with Quinn sometime over the next several weeks? Thank you.

Regards,
Betsy

From: Marks, Betsy (BN)
Sent: Wednesday, October 15, 2025 9:26 AM
To: 'David Mounts Gonzales' <dmg@aicatfund.com>; 'AFriedman@olshanlaw.com' <AFriedman@olshanlaw.com>; 'KMantel@olshanlaw.com' <KMantel@olshanlaw.com>; 'Daniel J. Fetterman' <DFetterman@kasowitz.com>; 'David J. Mark' <DMark@kasowitz.com>
Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>; 'Klidonas, George (NY)' <George.Klidonas@lw.com>; 'Simon, Keith (NY)' <Keith.Simon@lw.com>; 'Wine, Jamie (NY)' <JAMIE.WINE@lw.com>
Subject: FW: MODV - Chapter 11 Case Schedule

David and Counsel –

We have been negotiating a case schedule with the Committee for the last couple of weeks and believe we've finally reached agreement on the attached version (and pasted below for your convenience).

As ordered by the Court, the confirmation hearing will be on December 8-10 in Houston. I expect that the Committee will take depositions the weeks of Nov. 3, 10, and 17. At this point, the Committee has not told us who they want to depose nor served any depo notices. But the Committee may eventually ask to depose David, so I wanted to make you aware of these dates. To the extent the Committee asks David for an informal interview instead of a formal deposition, please let us know and keep us in the loop on any such communications.

Regards,
Betsy

Event	Date

Deadline for Debtors to file responses and objections in response to the Committee's discovery served on September 10, 2025	October 10, 2025
Deadline for submission of initial expert reports	October 17, 2025
Deadline for the Debtors' substantial completion of documents in response to the Committee's First RFPs served on September 10, 2025	October 24, 2025
Deadline for objecting parties to serve any additional 30(b)(6) or individual deposition notices to the Debtors	October 31, 2025
Deadline to file preliminary witness lists for the standing hearing and confirmation hearing*	November 7, 2025
Deadline for submission of rebuttal expert reports	November 10, 2025
Deadline for Independent Director to submit investigation report, findings, or declaration	November 10, 2025
Deadline to file plan supplements	November 14, 2025
Deadline to file any standing motion	November 14, 2025
Deadline for the conclusion of fact discovery, including any depositions of any fact witnesses who will testify at confirmation	November 19, 2025
Deadline for expert discovery to conclude	November 21, 2025
Voting deadline and deadline to return release opt-out form	November 25, 2025
Deadline to file objections to plan confirmation	November 25, 2025
Deadline to exchange deposition designations and to file exhibit and final witness lists* for the confirmation hearing	November 26, 2025
Deadline to exchange objections and counter-objections to deposition designations and to confer on objections to exhibits	December 4, 2025
Deadline to file responses/objections to any standing motions	December 4, 2025
Deadline for Debtors' reply in support of confirmation.	December 4, 2025
Confirmation Hearing (unless otherwise agreed to by the Participating Parties, witnesses for any standing motion will be sequenced first, with the rest of confirmation witnesses to follow, so the Court has an opportunity to rule on standing first if it wants to do)	December 8-10, 2025

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Exhibit D

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Monday, November 3, 2025 1:54 PM
To: David J. Mark <DMark@kasowitz.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; dmg@aicatfund.com
Cc: George.Klidonas@lw.com; JAMIE.WINE@lw.com
Subject: RE: Modivcare - Depositions

All,

We've confirmed Nov. 14th at 1 pm ET remote for David's deposition. A video link will be circulated by the court reporter a day in advance.

Do you all have some time on the afternoon of Nov. 13th for deposition prep? We would be happy to send someone to Las Vegas to meet David in person and show in some hard copy documents while others join remotely. Or we can also plan to all be remote – whatever David's preference is.

Regards,
Betsy

From: Marks, Betsy (BN)
Sent: Thursday, October 30, 2025 5:34 PM
To: 'David J. Mark' <DMark@kasowitz.com>
Cc: Daniel J. Fetterman <DFetterman@kasowitz.com>; David Mounts Gonzales <dmg@aicatfund.com>
Subject: RE: Modivcare - Depositions

Thanks, David. We appreciate the flexibility on the 14th. That works well from our perspective, so I will propose that to White & Case and reiterate the 4-hour limitation.

Betsy

From: David J. Mark <DMark@kasowitz.com>
Sent: Thursday, October 30, 2025 1:58 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>
Cc: Daniel J. Fetterman <DFetterman@kasowitz.com>; David Mounts Gonzales <dmg@aicatfund.com>
Subject: RE: Modivcare - Depositions

Betsy,
Following up on the discussion following the Quinn meeting,
David would be available on 11/14 for a remote deposition, provided we start no earlier than 1:00 pm ET.
As mentioned, we would prefer that the deposition be limited to 4 hours.

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Wednesday, October 29, 2025 10:46 AM
To: David J. Mark <DMark@kasowitz.com>
Subject: RE: Modivcare - Depositions

Sorry, it slipped off of my mind! I'll circulate a dial in now. Anyone else from your side joining?

From: David J. Mark <DMark@kasowitz.com>
Sent: Wednesday, October 29, 2025 10:42 AM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>
Subject: RE: Modivcare - Depositions

Were you going to send a dial-in?
If not, you can call me in the office at 212-506-1990

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Tuesday, October 28, 2025 8:43 PM
To: David J. Mark <DMark@kasowitz.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; KMantel@olshanlaw.com; AFriedman@olshanlaw.com
Cc: Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; MODVLITIGATION.LWTEAM@lw.com
Subject: RE: Modivcare - Depositions

Great, thanks. I will circulate a dial-in in case others would like to join as well.

From: David J. Mark <DMark@kasowitz.com>
Date: Tuesday, Oct 28, 2025 at 8:39 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>, Daniel J. Fetterman <DFetterman@kasowitz.com>, KMantel@olshanlaw.com <KMantel@olshanlaw.com>, AFriedman@olshanlaw.com <AFriedman@olshanlaw.com>
Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>, Simon, Keith (NY) <Keith.Simon@lw.com>, Klidonas, George (NY) <George.Klidonas@lw.com>, #C-M MODV - LITIGATION - LW TEAM <MODVLITIGATION.LWTEAM@lw.com>
Subject: RE: Modivcare - Depositions

10:30 should work.

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Tuesday, October 28, 2025 8:33 PM
To: David J. Mark <DMark@kasowitz.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; KMantel@olshanlaw.com; AFriedman@olshanlaw.com
Cc: Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; MODVLITIGATION.LWTEAM@lw.com
Subject: RE: Modivcare - Depositions

10 or 10:30 am ET?

From: David J. Mark <DMark@kasowitz.com>
Date: Tuesday, Oct 28, 2025 at 8:26 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>, Daniel J. Fetterman <DFetterman@kasowitz.com>, KMantel@olshanlaw.com <KMantel@olshanlaw.com>, AFriedman@olshanlaw.com <AFriedman@olshanlaw.com>

Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>, Simon, Keith (NY) <Keith.Simon@lw.com>, Klidonas, George (NY) <George.Klidonas@lw.com>, #C-M MODV - LITIGATION - LW TEAM <MODVLITIGATION.LWTEAM@lw.com>
Subject: RE: Modivcare - Depositions

Betsy,
9:30 am does not work but I can call you later in the morning. Let me know what works for you.

David J. Mark
Kasowitz LLP
1633 Broadway
New York, New York 10019
Tel. (212) 506-1990
Fax. (212) 500-3490
DMark@kasowitz.com

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From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Tuesday, October 28, 2025 4:29 PM
To: Daniel J. Fetterman <DFetterman@kasowitz.com>; David J. Mark <DMark@kasowitz.com>; KMantel@olshanlaw.com; AFriedman@olshanlaw.com
Cc: Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; MODVLITIGATION.LWTEAM@lw.com
Subject: FW: Modivcare - Depositions

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Counsel,

As you can see in the email correspondence below, the Committee is asking to depose Mr. Mounts Gonzales along with various other directors and executives. I know that we have Quinn's interview scheduled for this Thursday, but we will need to find some additional times for a deposition and prep. Is Mr. Mounts Gonzales available for a deposition sometime next week? I will try to push for a ½ day deposition but it may make sense to catch up on a quick call to discuss logistics. Any chance you're available tomorrow morning at 9:30 am? Thanks.

Regards,
Betsy

From: Smith, Erin <erin.smith@whitecase.com>
Sent: Tuesday, October 28, 2025 12:21 PM
To: Marks, Betsy (BN) <Betsy.Marks@lw.com>; Shore, Christopher <cshore@whitecase.com>; Chad.Shandler@fticonsulting.com; Zakia, Jason <jzakia@whitecase.com>; Pesce, Gregory <gregory.pesce@whitecase.com>; Zatz, Andrew <azatz@whitecase.com>; Koster, Charles <charles.koster@whitecase.com>; Chase, Ashley <ashley.chase@whitecase.com>; Yoo, Jade

<jade.yoo@whitecase.com>; Miranda, Loredana <loredana.miranda@whitecase.com>; Greissman, Scott <sgreissman@whitecase.com>
Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>; Simon, Keith (NY) <Keith.Simon@lw.com>; Klidonas, George (NY) <George.Klidonas@lw.com>; Wine, Jamie (NY) <JAMIE.WINE@lw.com>; Weichselbaum, Jon (NY) <Jon.Weichselbaum@lw.com>; TadDavidson@hunton.com; BBell@hunton.com; CRankin@hunton.com; projectmountains@fticonsulting.com; Project_Mountains_Ext@moelis.com; Tarrant, Christopher (NY) <Christopher.Tarrant@lw.com>; #C-M MODV FULL LITIGATION TEAM - LW TEAM <MODVFULLLITIGATIONTEAM.LWTEAM@lw.com>; #C-M MODIVCARE-RSS ASSOCIATES - LW TEAM <MODIVCARERSSASSOCIATES.LWTEAM@lw.com>; krishansen@paulhastings.com; mattwarren@paulhastings.com; craigstanfield@paulhastings.com; lindseyhenrikson@paulhastings.com; deborahnewman@quinnemanuel.com; razmigizakelian@quinnemanuel.com; lindsayweber@quinnemanuel.com; jordanalexander@quinnemanuel.com
Subject: RE: Modivcare - Depositions

Betsy and all:

We agree that we should discuss a schedule for depositions so that they may begin soon and continue through the close of fact discovery on November 19. We disagree, however, that the Committee has delayed in anyway.

Throughout these chapter 11 cases, the Committee has discussed with the Debtors and the Court our view that a rational discovery schedule allows some time to process and review documents before depositions commence. Debtors have represented that they substantially completed production on Friday, though we are still receiving documents and understand there is more for Debtors to produce this week. The Committee is working through the documents quickly to notice and prepare for efficient depositions. As you know, our negotiated scheduling order built in some limited time for this process and the Debtors and the Committee agreed that the Committee's deadline to notice individual depositions and serve any additional 30(b)(6) topics would be this upcoming Friday, October 31.

While the Committee reserves all rights with respect to that agreed-to deadline to notice depositions (and intends to serve formal notices on Friday), we are happy to start the conversation around witness availability starting next week through November 19. To that end, will Debtors please advise which witness will be handling which 30(b)(6) topic?

Additionally, we request that you please provide several available dates for the potential deposition of the following individuals:

- Barbara Guiterrez
- Zul Jamal
- Scott Kern
- David Mounts-Gonzalez
- Heath Sampson
- Chad Shandler
- Ken Shepard
- Daniel Silvers

Thank you,

Erin Smith | Counsel
T +1 212 819 2595 **M** +1 917 833 9134 **E** erin.smith@whitecase.com
White & Case LLP | 1221 Avenue of the Americas | New York, NY 10020-1095

From: Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Sent: Tuesday, October 28, 2025 9:01 AM
To: Smith, Erin <erin.smith@whitecase.com>; Shore, Christopher <cshore@whitecase.com>; Chad.Shandler@fticonsulting.com; Zakia, Jason <jzakia@whitecase.com>; Pesce, Gregory <gregory.pesce@whitecase.com>; Zatz, Andrew <azatz@whitecase.com>; Koster, Charles <charles.koster@whitecase.com>; Chase, Ashley <ashley.chase@whitecase.com>; Yoo, Jade <jade.yoo@whitecase.com>; Miranda, Loredana <loredana.miranda@whitecase.com>; Greissman, Scott <sgreissman@whitecase.com>
Cc: Ray.Schrock@lw.com; Keith.Simon@lw.com; George.Klidonas@lw.com; JAMIE.WINE@lw.com;

Jon.Weichselbaum@lw.com; TadDavidson@hunton.com; BBell@hunton.com; CRankin@hunton.com; projectmountains@fticonsulting.com; Project_Mountains_Ext@moelis.com; Christopher.Tarrant@lw.com; MODVFULLLITIGATIONTEAM.LWTEAM@lw.com; MODIVCARERSSASSOCIATES.LWTEAM@lw.com; krishansen@paulhastings.com; mattwarren@paulhastings.com; craigstanfield@paulhastings.com; lindseyhenrikson@paulhastings.com; deborahnewman@quinnemanuel.com; razmigizakelian@quinnemanuel.com; lindsayweber@quinnemanuel.com; jordanalexander@quinnemanuel.com
Subject: [EXT] RE: Modivcare - Depositions

Counsel,

Resending this email on this chain as well, as it includes additional recipients. Depositions for plan discovery and standing could have begun this week. They should commence no later than next week. Every day the Committee delays in telling the Debtors who it wants to depose is going to reduce the likelihood that we can accommodate your requests, given potential conflicts in the coming weeks. Please send us your requested deponents right away. We have asked several times now for a list of who you want to depose in addition to the 30b6 depositions, and you have not acknowledged us.

Regards,
Betsy

From: Marks, Betsy (BN)
Sent: Friday, October 24, 2025 1:00 PM
To: 'Smith, Erin' <erin.smith@whitecase.com>; 'Shore, Christopher' <cshore@whitecase.com>; 'Chad.Shandler@fticonsulting.com' <Chad.Shandler@fticonsulting.com>; 'Zakia, Jason' <jzakia@whitecase.com>; 'Pesce, Gregory' <gregory.pesce@whitecase.com>; 'Zatz, Andrew' <azatz@whitecase.com>; 'Koster, Charles' <charles.koster@whitecase.com>; 'Chase, Ashley' <ashley.chase@whitecase.com>; 'Yoo, Jade' <jade.yoo@whitecase.com>; 'Miranda, Loredana' <loredana.miranda@whitecase.com>; 'Greissman, Scott' <sgreissman@whitecase.com>
Cc: Schrock, Ray (NY) <Ray.Schrock@lw.com>; Simon, Keith (NY) <Keith.Simon@lw.com>; Klidonas, George (NY) <George.Klidonas@lw.com>; Wine, Jamie (NY) <JAMIE.WINE@lw.com>; Weichselbaum, Jon (NY) <Jon.Weichselbaum@lw.com>; 'TadDavidson@hunton.com' <TadDavidson@hunton.com>; 'BBell@hunton.com' <BBell@hunton.com>; 'CRankin@hunton.com' <CRankin@hunton.com>; 'projectmountains@fticonsulting.com' <projectmountains@fticonsulting.com>; 'Project_Mountains_Ext@moelis.com' <Project_Mountains_Ext@moelis.com>; Tarrant, Christopher (NY) <Christopher.Tarrant@lw.com>; #C-M MODV FULL LITIGATION TEAM - LW TEAM <MODVFULLLITIGATIONTEAM.LWTEAM@lw.com>; #C-M MODIVCARE-RSS ASSOCIATES - LW TEAM <MODIVCARERSSASSOCIATES.LWTEAM@lw.com>; Hansen, Kris <krishansen@paulhastings.com>; 'Warren, Matt' <mattwarren@paulhastings.com>; Stanfield, Craig <craigstanfield@paulhastings.com>; Henrikson, Lindsey <lindseyhenrikson@paulhastings.com>; Deborah Newman <deborahnewman@quinnemanuel.com>; 'Razmig Izakelian' <razmigizakelian@quinnemanuel.com>; Lindsay Weber <lindsayweber@quinnemanuel.com>; Jordan Alexander <jordanalexander@quinnemanuel.com>
Subject: Modivcare - Depositions

Counsel,

The Debtors' document productions in response to the RFPs served by White & Case are now substantially complete. Some small remaining productions next week will include (i) David Mounts Gonzales's emails; (ii) the newly requested emails from Stephen Moors related to the surety request; and (iii) documents with privileged redactions and related documents as we finalize the privilege log.

Please let us know over the weekend all individual fact witness depositions the Committee seeks in advance of the confirmation hearing. This list should include depositions in connection with confirmation discovery and any depositions you may seek related to a potential standing motion. The time period for depositions is fast-approaching and many of the potential deponents have other commitments and upcoming travel, so we need to block time. Thank you.

Regards,
Betsy

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==========

Exhibit E

From: JAMIE.WINE@lw.com <JAMIE.WINE@lw.com>
Sent: Wednesday, November 19, 2025 9:41 PM
To: Daniel J. Fetterman <DFetterman@kasowitz.com>; craigstanfield@paulhastings.com
Cc: David J. Mark <DMark@kasowitz.com>; George.Klidonas@lw.com; Keith.Simon@lw.com; Betsy.Marks@lw.com; erin.smith@whitecase.com; jzakia@whitecase.com; mattwarren@paulhastings.com
Subject: RE: David Mounts Gonzales Deposition

Thanks, Dan. We will coordinate on logistics and get the relevant info to you in advance of Wednesday.

Best,
Jamie

From: Daniel J. Fetterman <DFetterman@kasowitz.com>
Date: Wednesday, Nov 19, 2025 at 6:19 PM
To: Craig Stanfield <craigstanfield@paulhastings.com>
Cc: Wine, Jamie (NY) <JAMIE.WINE@lw.com>, David J. Mark <DMark@kasowitz.com>, Klidonas, George (NY) <George.Klidonas@lw.com>, Simon, Keith (NY) <Keith.Simon@lw.com>, Marks, Betsy (BN) <Betsy.Marks@lw.com>, erin.smith@whitecase.com <erin.smith@whitecase.com>, jzakia@whitecase.com <jzakia@whitecase.com>, Matt Warren <mattwarren@paulhastings.com>
Subject: Re: David Mounts Gonzales Deposition

Thanks Jamie and Craig. We are now confirming Wednesday at 11 a.m. ET.
Best,
Dan

> On Nov 19, 2025, at 4:01 PM, Stanfield, Craig <craigstanfield@paulhastings.com> wrote:
>
> We can make Wednesday work.
>
> _____
> From: JAMIE.WINE@lw.com <JAMIE.WINE@lw.com>
> Sent: Wednesday, November 19, 2025 3:59:36 PM
> To: DFetterman@kasowitz.com <DFetterman@kasowitz.com>
> Cc: DMark@kasowitz.com <DMark@kasowitz.com>; George.Klidonas@lw.com <George.Klidonas@lw.com>; Keith.Simon@lw.com <Keith.Simon@lw.com>; Betsy.Marks@lw.com <Betsy.Marks@lw.com>; erin.smith@whitecase.com <erin.smith@whitecase.com>; jzakia@whitecase.com <jzakia@whitecase.com>; Stanfield, Craig <craigstanfield@paulhastings.com>; Warren, Matt <mattwarren@paulhastings.com>
> Subject: [EXT] RE: David Mounts Gonzales Deposition

Speaking just for me, Wednesday (11/26) works but Tuesday does not. Thank you. From: Daniel J. Fetterman <DFetterman@kasowitz.com> Sent: Wednesday, November 19, 2025 3:44 PM To: Wine, Jamie (NY) <JAMIE.WINE@lw.com> Cc: David J. Mark

Speaking just for me, Wednesday (11/26) works but Tuesday does not. Thank you.

From: Daniel J. Fetterman <DFetterman@kasowitz.com>
Sent: Wednesday, November 19, 2025 3:44 PM
To: Wine, Jamie (NY) <JAMIE.WINE@lw.com>
Cc: David J. Mark <DMark@kasowitz.com>; Klidonas, George (NY) <George.Klidonas@lw.com>; Simon, Keith (NY) <Keith.Simon@lw.com>; Marks, Betsy (BN) <Betsy.Marks@lw.com>; erin.smith@whitecase.com; jzakia@whitecase.com; craigstanfield@paulhastings.com; mattwarren@paulhastings.com
Subject: Re: David Mounts Gonzales Deposition

Jamie,

We are checking with the client. To facilitate things while we confirm with him, would either next Tuesday at 9 am ET or Wednesday at 11 am ET work for you? We have a strong preference for Wednesday.

Please let me know.

Thanks,

Dan

On Nov 19, 2025, at 3:39 PM, JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com> wrote:

Hi Dan,

I just wanted to follow up on scheduling. Could you please provide some times when Mr. Mounts Gonzales will be available for his resumed

deposition?

Thank you,

Jamie

From: Wine, Jamie (NY) <JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com>>
Sent: Tuesday, November 18, 2025 11:57 AM
To: Daniel J. Fetterman <DFetterman@kasowitz.com<mailto:DFetterman@kasowitz.com>>
Cc: David J. Mark <DMark@kasowitz.com<mailto:DMark@kasowitz.com>>; Klidonas, George (NY) <George.Klidonas@lw.com<mailto:George.Klidonas@lw.com>>; Simon, Keith (NY) <Keith.Simon@lw.com<mailto:Keith.Simon@lw.com>>; Marks, Betsy (BN) <Betsy.Marks@lw.com<mailto:Betsy.Marks@lw.com>>; erin.smith@whitecase.com<mailto:erin.smith@whitecase.com>; jzakia@whitecase.com<mailto:jzakia@whitecase.com>; craigstanfield@paulhastings.com<mailto:craigstanfield@paulhastings.com>; mattwarren@paulhastings.com<mailto:mattwarren@paulhastings.com>
Subject: RE: David Mounts Gonzales Deposition

Dan,

Latham and Paul Hastings are willing to accept your offer of compromise. Can you please let us know when Mr. Mounts Gonazales is available to resume his deposition? Given other depositions on the calendar in this matter, the Thanksgiving holiday, and the confirmation hearing commencing on December 8, we would appreciate it if he could provide a few alternative days/times so that we can find a time sufficiently in advance of the hearing that works for all involved.

Thanks so much,

Jamie

From: Daniel J. Fetterman <DFetterman@kasowitz.com<mailto:DFetterman@kasowitz.com>>
Sent: Monday, November 17, 2025 9:34 PM
To: Wine, Jamie (NY) <JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com>>
Cc: David J. Mark <DMark@kasowitz.com<mailto:DMark@kasowitz.com>>; Klidonas, George (NY) <George.Klidonas@lw.com<mailto:George.Klidonas@lw.com>>; Simon, Keith (NY) <Keith.Simon@lw.com<mailto:Keith.Simon@lw.com>>; Marks, Betsy (BN) <Betsy.Marks@lw.com<mailto:Betsy.Marks@lw.com>>; erin.smith@whitecase.com<mailto:erin.smith@whitecase.com>; jzakia@whitecase.com<mailto:jzakia@whitecase.com>; craigstanfield@paulhastings.com<mailto:craigstanfield@paulhastings.com>; mattwarren@paulhastings.com<mailto:mattwarren@paulhastings.com>
Subject: Re: David Mounts Gonzales Deposition

Thanks Jamie. We will wait for your response tomorrow.

Best,

Dan

On Nov 17, 2025, at 9:30 PM, JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com> wrote:

No, sorry for not mentioning that. We are hoping to avoid the need for a hearing. If after we respond (and/or meet and confer) tomorrow there is anything we need to raise with the Court, we can do so later in the week. White & Case today indicated some flexibility on the Wednesday fact discovery cutoff deadline.

Thanks,

Jamie

From: Daniel J. Fetterman <DFetterman@kasowitz.com<mailto:DFetterman@kasowitz.com>>
Sent: Monday, November 17, 2025 9:27 PM
To: Wine, Jamie (NY) <JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com>>

Cc: David J. Mark <DMark@kasowitz.com<mailto:DMark@kasowitz.com>>; Klidonas, George (NY) <George.Klidonas@lw.com<mailto:George.Klidonas@lw.com>>; Simon, Keith (NY) <Keith.Simon@lw.com<mailto:Keith.Simon@lw.com>>; Marks, Betsy (BN) <Betsy.Marks@lw.com<mailto:Betsy.Marks@lw.com>>; erin.smith@whitecase.com<mailto:erin.smith@whitecase.com>; jzakia@whitecase.com<mailto:jzakia@whitecase.com>; craigstanfield@paulhastings.com<mailto:craigstanfield@paulhastings.com>; mattwarren@paulhastings.com<mailto:mattwarren@paulhastings.com>
Subject: Re: David Mounts Gonzales Deposition

Thanks Jamie. Do you still intend to bring this issue before the Court tomorrow morning at 8 am CT? If you do, please let us know your position concerning our offer before the conference begins.

Thanks,

Dan

On Nov 17, 2025, at 9:19 PM, JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com> wrote:

Dan,

Thank you for your email. Attached is the final transcript from the 11/14 portion of Mr. Mounts Gonzales' deposition. The Latham and Paul Hastings teams are considering the balance of your email, and we anticipate responding in substance tomorrow.

Best,

Jamie

From: Daniel J. Fetterman <DFetterman@kasowitz.com<mailto:DFetterman@kasowitz.com>>
Sent: Monday, November 17, 2025 5:52 PM
To: Wine, Jamie (NY) <JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com>>
Cc: David J. Mark <DMark@kasowitz.com<mailto:DMark@kasowitz.com>>; Klidonas, George (NY) <George.Klidonas@lw.com<mailto:George.Klidonas@lw.com>>; Simon, Keith (NY) <Keith.Simon@lw.com<mailto:Keith.Simon@lw.com>>; Marks, Betsy (BN) <Betsy.Marks@lw.com<mailto:Betsy.Marks@lw.com>>; erin.smith@whitecase.com<mailto:erin.smith@whitecase.com>; jzakia@whitecase.com<mailto:jzakia@whitecase.com>; craigstanfield@paulhastings.com<mailto:craigstanfield@paulhastings.com>; mattwarren@paulhastings.com<mailto:mattwarren@paulhastings.com>
Subject: Re: David Mounts Gonzales Deposition

Jamie,

We have received your request for Mr. Mounts Gonzalez to sit for an additional 4 hours on the record in In re Modivcare, Inc. , et al, Case No. 25-90309(ARP). This request is unreasonable, unduly burdensome and oppressive for Mr. Mounts Gonzales - a third party - particularly in light of how the parties conducted themselves with regard to obtaining his voluntary testimony on November 14th and their abject failure to agree among themselves in advance how the time would be allocated at the deposition. As you are aware, the Creditors Committee requested that Mr. Mounts Gonzales voluntarily appear for a deposition, which he agreed to do subject to an agreement as to the date and length of the deposition. In an exchange of emails with Debtor's counsel on October 30, 2025, we offered and Debtor's counsel confirmed that Mr. Mounts would sit for a four hour deposition on Friday November 14, 2025 beginning at 1 p.m. Eastern Time. Specifically, Debtor's counsel advised us that "[w]e appreciate the flexibility on the 14th. That works well from our perspective, so I will propose that to White & Case and reiterate the 4-hour limitation."

On Tuesday November 11, 2025. at 8:29 p.m. ET we received an email from Debtor's counsel advising that they intended to serve a "cross-notice of deposition" requesting that the deposition begin earlier in the day on November 14. (It is noteworthy that no "notice of deposition," much less a subpoena, was ever served on Mr. Mounts Gonzales) . While in our view nothing had transpired to justify the request for additional time, in the

interest of being accommodating and cooperative, Mr. Mounts Gonzales voluntarily agreed to extend his deposition at the Debtors' request for an additional two hours from the previously scheduled 1 p.m. to 5 p.m. ET to 12 p.m. to 6 pm on November 14th. A few minutes later we received by email from the Debtor's "Cross-Notice" with no agreement in writing from Mr. Mounts Gonzalez or his counsel that they would accept this supposed cross-notice of deposition by email in lieu of a Rule 45 subpoena.

Nevertheless, despite that Mr. Mounts Gonzales had voluntarily agreed to sit for six hours (from noon to 6 p.m. ET), it became apparent at the beginning of and during his deposition that counsel for the Creditors Committee, the Debtors and the Consenting Creditors disagreed about how the six hours should be allocated between them and that they had neither met and conferred, nor sought a court's assistance in resolving their dispute in advance of Mr. Mounts Gonzales voluntary deposition - as evidenced by the arguments about this issue during Mr. Mounts Gonzales deposition both on and off of the record.

As a result, at the end of Mr. Mounts Gonzalez deposition, you (as well as the Consenting Creditors) stated that the Debtors and Consenting Creditors were entitled to an additional two hours on the record with Mr. Mounts Gonzales and requested that he voluntarily agree to sit for an additional two hours on the record. As you are aware - and the record will reflect - we agreed to take your request under advisement and agreed to get back to you today. At 10:30 pm on Friday evening, you then sent us an email asserting that the Debtors and Consenting Creditors now "require a minimum of another four hours" on the record "to complete [Mr. Mounts Gonzalez] deposition."

You further stated in your email, without authority, that "[t]he default under Rule 30 is 7 hours, which would mean that Mr. Mounts Gonzalez must testify for another 1 hour and 54 minutes." This assertion is wrong as it applies to Mr. Mounts Gonzalez. Since no party properly has served Mr. Mounts Gonzalez with a Rule 45 subpoena, and he agreed to sit for a deposition for a pre-specified number of hours - from 12 p.m. to 6 p.m. on November 14th (as opposed to hours of testimony) - Mr. Mounts Gonzalez currently is subject to no "default" time on the record for that deposition under Rule 30 or otherwise.

Your demand is unreasonable, unduly burdensome and oppressive

particularly in light of Mr. Mounts Gonzalez previous voluntarily agreement to testify last Friday, and the parties complete failure to agree on an allocation of that time during his deposition or to serve a subpoena on him for a 7-hour or longer deposition if the time he had voluntarily offered was insufficient. Not only did the Debtors induce Mr. Mounts Gonzalez to voluntarily agree to sit for an additional two hours, the Debtors completely failed to agree with the Creditors Committee and the Consenting Creditors how that deposition time would be allocated between the parties. You are now seeking to impose the unreasonable and unduly burdensome requirement on Mr. Mounts Gonzalez that he sit for an additional four hours of deposition on the record following more than five hours of testimony on the record voluntarily given on November 14th, and that he do so this week. This would require Mr. Mounts Gonzalez and his counsel to obtain, review and analyze the transcript of his testimony last Friday and to spend many additional hours this week preparing for the additional testimony - none of which would have been necessary had the parties properly determined how much time they required, appropriately and in good faith sought to obtain that amount of time through the federal rules and the courts, and agreed in advance how to allocate that time or resolved that issue in advance through the courts. This is especially onerous in light of your bad faith acceptance and use of the time Mr. Mounts Gonzalez voluntarily offered. Although you claim in your November 14th email that this request is "due in part to the events of the past week" (a contention we wholly reject), this is the same reason you previously used to induce Mr. Mounts Gonzalez to agree to voluntarily sit for an additional two hours.

Nevertheless, in the interest of accommodating the parties and avoiding burdening the courts, Mr. Mounts Gonzalez will agree voluntarily to sit for an additional 1 hour and 54 minutes on the record - three business days after he and his counsel receive a transcript of his November 14th testimony.

If this offer is unacceptable to the Debtors and/or the Consenting Creditors, please be advised that Mr. Mounts Gonzalez will seek an order in Nevada federal court seeking to quash any subpoena that is personally served on him to prevent the undue burden of Mr. Mounts Gonzalez having to prepare for (including him and his counsel having to read and analyze his prior testimony) and to sit for a second day of deposition testimony given all of the circumstances described above, or in the alternative for a protective order requiring Mr. Mounts Gonzalez to provide only an additional 1 hour and 54 minutes of additional testimony in this matter. See FRCP 45(d)(1) ("A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction - which

may include lost earnings and reasonable attorney's fees - on a party or attorney who fails to comply.")

We look forward to your response.

Best regards,

Dan

On Nov 14, 2025, at 10:30 PM, JAMIE.WINE@lw.com<mailto:JAMIE.WINE@lw.com> wrote:

ALERT: THIS IS AN EXTERNAL EMAIL. DO NOT CLICK ON ANY LINK, ENTER A PASSWORD, OR OPEN AN ATTACHMENT UNLESS YOU KNOW THAT THE MESSAGE CAME FROM A SAFE EMAIL ADDRESS.

Counsel –

The court reporter confirmed that David Mounts Gonzales testified on the record for 5 hours and 6 minutes today. The default under Rule 30 is 7 hours, which would mean that Mr. Mounts Gonzales must testify for another 1 hour and 54 minutes. However, due in part to the events of the past week, the Debtors and Consenting Creditors require a minimum of another 4 hours (approximately one hour for the Debtors and approximately three hours for the Consenting Creditors) to complete his deposition. In the event that you are unwilling to accommodate this request, we will need to seek court intervention no later than Tuesday. Please let us know on Monday if you consent, in which case we can schedule the continued deposition at a convenient time next week.

Best,

Jamie

_____

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Daniel J. Fetterman
Kasowitz LLP
1633 Broadway
New York, New York 10019
Tel. (212) 506-1934
Fax. (212) 500-3434
DFetterman@kasowitz.com

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<David Mounts Gonzales - 11-14-2025.pdf>

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Exhibit F

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1633 BROADWAY
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(212) 506-1700
FAX: (212) 506-1800

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NEWARK
SAN FRANCISCO
WASHINGTON DC

DAVID J. MARK
DIRECT DIAL: (212) 506-1990
DIRECT FAX: (212) 500-3490
DMARK@KASOWITZ.COM

December 29, 2025

VIA FEDEX AND E-MAIL
ModivCare, Inc.
6900 E. Layton Avenue, 12th Floor,
Denver Colorado, 80236
Attn: Faisal Khan, General Counsel and Corporate Secretary

Re: Indemnification Agreement between ModivCare, Inc. and David Mounts Gonzales dated May 20, 2025 (the "Indemnification Agreement")

Dear Mr. Khan:

Pursuant to the Indemnification Agreement, attached is a statement for services provided by Kasowitz LLP to Mr. Gonzales through November 2025 in connection with Mr. Gonzales's services as a director of ModivCare and as a witness in ModivCare's chapter 11 proceeding.

Please advise when we can expect to receive payment.

Sincerely,

David J. Mark

cc: Mr. Mounts Gonzales
Daniel J. Fetterman, Esq.
Betsy Marks, Esq.

KASOWITZ LLP
1633 BROADWAY
NEW YORK, NEW YORK 10019
PHONE: (212) 506-1700
FAX: (212) 506-1800
FED. I.D. 13-3720397

David Mounts Gonzalez
1 West 4th Street, Suite 740
Winston Salem, NC 27101

Invoice Number: 2512468

Invoice Date: December 29, 2025

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

Professional Services Rendered Through November 30, 2025

Fees	$ 243,615.00
Disbursements	$ 327.00
TOTAL AMOUNT DUE	**$ 243,942.00**

Electronic Funds Transfers (ACH & Wire Transfers)
Truist Bank - ABA# 053101121- Account No: 1340035628273 / Swift Code: BRBTUS33

Disbursements and other charges incurred which have not yet been posted as of the above date will be billed at a later date.

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

PROFESSIONAL SERVICES RENDERED:

DATE	TIMEKEEPER	NARRATIVE	HOURS
07/31/25	DANIEL FETTERMAN	Confs with Mr. Mounts, Mr. Mark and Olshan; follow up with Mr Mark regarding same.	1.20
07/31/25	DAVID MARK	Review Latham letter; Client calls re same and related calls and emails.	1.50
08/01/25	DANIEL FETTERMAN	Conf with Mr Mark.	0.20
08/01/25	DAVID MARK	Call with DJF; emails re scheduling call.	0.30
08/04/25	DAVID MARK	Call with co-counsel and related emails.	1.00
08/06/25	DAVID MARK	Emails re scheduling and review lit hold letter.	0.50
08/07/25	DANIEL FETTERMAN	Conf with client.	1.00
08/07/25	DAVID MARK	Client call.	1.00
08/08/25	DANIEL FETTERMAN	Conf with Latham and Mr Mark regarding document requests.	0.70
08/08/25	DAVID MARK	Call with Latham re document requests; review board materials.	0.70
08/12/25	DAVID MARK	Emails re document request response.	0.50
08/18/25	DAVID MARK	Review letter and emails re document production.	0.30
08/19/25	DAVID MARK	Calls and emails re proposed confidentiality agreement.	0.40
08/21/25	DAVID MARK	Revise draft confi order.	0.50
08/22/25	DAVID MARK	Revise confi agreement based on comments.	0.70
09/03/25	DAVID MARK	Emails re chapter 11.	0.20
09/04/25	DAVID MARK	Client call; review bankruptcy documents.	2.00
09/05/25	DANIEL FETTERMAN	Conf with lawyers regarding strategy for call with company.	1.30
09/05/25	DAVID MARK	Calls with co-counsel re strategy and tactics.	1.00
09/29/25	DAVID MARK	Review DIP replies.	0.50
10/13/25	DAVID MARK	Calls and emails re document production	0.40
10/14/25	DAVID MARK	Emails re document production issues.	0.50
10/16/25	DAVID MARK	Review documents for production.	5.50
10/20/25	DANIEL FETTERMAN	Conference with Mr Mark and co-counsel regarding interview requests and strategy.	1.50
10/20/25	DAVID MARK	Call with DJF and co-counsel re interview requests and strategic issues.	1.50
10/21/25	DANIEL FETTERMAN	Conference re preparation for special committee interview; comm with Mr Mounts regarding status, preparation and information requests.	0.80

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

DATE	TIMEKEEPER	NARRATIVE	HOURS
10/21/25	DAVID MARK	Finalize document production; call re prep for special committee interview.	0.50
10/23/25	DANIEL FETTERMAN	Prepare for and meeting with client to prepare for special committee meeting; follow up regarding same.	2.30
10/23/25	DAVID MARK	Call with DMG to prepare for special committee interview and related calls and emails.	2.50
10/24/25	DAVID MARK	Review of board minutes and related documents.	5.00
10/27/25	DANIEL FETTERMAN	Prepare for meeting with Mr Mounts Gonzalez; meeting with Mr Mounts Gonzalez to prepare for meeting with special committee.	2.40
10/27/25	DAVID MARK	Review minutes and related correspondence and related calls and email.	4.50
10/28/25	DANIEL FETTERMAN	Prepare for meeting with Mr Mounts; preparing Mr Mounts for creditors committee interview.	2.50
10/28/25	DAVID MARK	Meet with DMG re interview prep and related calls and emails.	2.50
10/29/25	DAVID MARK	Call with L&W and related emails.	0.50
10/30/25	DANIEL FETTERMAN	Prepare for and participate in special committee meeting; cleaning up rough notes regarding same; Conference with Adam Friedman regarding same.	4.20
10/30/25	DAVID MARK	Meeting with the special committee; prepare notes of meeting; call with Adam Friedman.	4.00
10/31/25	DAVID MARK	Review and revise meeting notes.	4.00
11/03/25	DAVID MARK	Call with Olwine re Special Committee interview and next steps; emails re deposition.	0.50
11/04/25	DANIEL FETTERMAN	Work and comms regarding status, strategy and next steps.	0.70
11/04/25	DAVID MARK	Call with client re next steps.	0.70
11/07/25	DANIEL FETTERMAN	Comms concerning status, strategy and next steps.	0.80
11/07/25	DAVID MARK	Call with client and related calls re next steps.	0.80
11/09/25	DAVID MARK	Calls and emails re resignation from board.	0.30
11/10/25	DANIEL FETTERMAN	Conference with Latham; conference with Mr Mounts Gonzalez.	0.90
11/10/25	DAVID MARK	Client call; call with Latham.	0.90
11/11/25	DANIEL FETTERMAN	Call with Mr Mounts and Olshan regarding various issues; Conference with company counsel regarding Mr Mounts Gonzalez deposition by creditors' committee; prepare for Mounts deposition.	1.40
11/11/25	DAVID MARK	Calls with Client, Debtor's counsel and related calls and emails; review special committee report.	1.00

KASOWITZ LLP

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

DATE	TIMEKEEPER	NARRATIVE	HOURS
11/12/25	DANIEL FETTERMAN	Conference with Mr Mounts Gonzalez and Olshan regarding preparation for Mr. Mounts Gonzalez's deposition; follow up with Jacqueline Ma and Mr Mark; work re preparation for Mounts deposition.	1.70
11/12/25	DAVID MARK	Client call re deposition planning and related emails; review debtor letter; review document production.	2.00
11/13/25	DANIEL FETTERMAN	Confs with Mr Mark and Olshan; review letters to US Trustee; prepare Mr Mounts Gonzalez; and follow up regarding same.	5.30
11/13/25	DAVID MARK	Calls with Olshan and DJF re deposition prep; Zoom meeting with DMG re deposition prep.	3.50
11/14/25	DANIEL FETTERMAN	Prepare for and meeting with Mr Mounts Gonzales to prepare for creditors' committee deposition; defend Mr Mounts Gonzales at deposition.	7.40
11/14/25	DAVID MARK	Prepare for and participate in client's deposition.	6.00
11/17/25	DANIEL FETTERMAN	Prepare for and call with Olshan and Mr Mark; conference with Mr Mounts Gonzalez, Mr Mark and Olshan; work on response to Ms Wine's email regarding 4 additional hours of deposition; communications with Mr Mark, Olshan and Mr Mounts Gonzalez regarding same; and review recent filings and email correspondence; review motions; research regarding bankruptcy judge; research regarding Rule 45.	5.20
11/17/25	DAVID MARK	Call in AM re deposition related issues; review Committee's standing motions; review and revise email re deposition issues and discuss with DJF.	3.50
11/18/25	DANIEL FETTERMAN	Work re preparing for Mounts continuing deposition and scheduling.	0.80
11/18/25	DAVID MARK	Review deposition transcript; calls re status.	1.20
11/19/25	DANIEL FETTERMAN	Work re deposition preparation; comms regarding same.	2.80
11/19/25	DAVID MARK	Meet with DJF re scheduling deposition and prep.	0.30
11/20/25	DANIEL FETTERMAN	Review Mounts deposition transcript; work re Mounts deposition preparation.	3.20
11/20/25	DAVID MARK	Review deposition transcript re deposition prep.	3.00
11/21/25	DAVID MARK	Transcript review.	2.00
11/24/25	DANIEL FETTERMAN	Conference with Mr Mounts and Mr Mark regarding deposition preparation; prepare mock cross examination for prep with Mr. Mounts.	4.20
11/24/25	DAVID MARK	Call with client re deposition prep; review board minutes and draft questions re deposition prep.	4.60

KASOWITZ LLP

Invoice Date: December 29, 2025
Invoice Number: 2512468

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

DATE	TIMEKEEPER	NARRATIVE	HOURS
11/25/25	DANIEL FETTERMAN	Prepare for and meeting with Mr Mounts Gonzalez and Mr Mark to prepare for Mr. Mounts deposition.	5.20
11/25/25	DAVID MARK	Deposition prep.	3.00
11/26/25	DANIEL FETTERMAN	Prepare for and continuation of Mr Mounts Gonzalez deposition and follow up regarding same.	3.80
11/26/25	DAVID MARK	Continued deposition of DMG and related calls and emails.	4.00
TOTAL HOURS			**141.30**

KASOWITZ LLP

Invoice Date: December 29, 2025
Invoice Number: 2512468

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

TIMEKEEPER SUMMARY:

TIMEKEEPER	TITLE	HOURS	RATE	AMOUNT
DANIEL FETTERMAN	PARTNER	61.50	1,950.00	119,925.00
DAVID MARK	COUNSEL	79.80	1,550.00	123,690.00
TOTAL PROFESSIONAL SERVICES		**141.30**		**$ 243,615.00**

KASOWITZ LLP

Invoice Date: December 29, 2025
Invoice Number: 2512468

124083 **Gonzalez, David Mounts**
12408302 **ModivCare**

DISBURSEMENT SUMMARY:

DESCRIPTION	**AMOUNT**
Official Records Search	327.00
TOTAL DISBURSEMENTS	**$ 327.00**

DISBURSEMENTS:

TOTAL DISBURSEMENTS:	**$ 327.00**

Exhibit G

From: David J. Mark <DMark@kasowitz.com>
Sent: Tuesday, January 6, 2026 2:32 PM
To: Betsy.Marks@lw.com; George.Klidonas@lw.com
Cc: dmg@aicatfund.com; Daniel J. Fetterman <DFetterman@kasowitz.com>
Subject: RE: David Mounts Gonzales Indemnification Agreement

George and Betsy:
We are surprised by the position you are taking regarding our client's indemnification claim and would like an opportunity to discuss your position with you. First, as a general matter, we read the plan as providing for the survival of the Debtors' indemnification obligations as provided in section 8.4 of the Plan. Second, whether or not the Debtors assumed Mr. Mounts Gonzalez's indemnification agreement, Mr. Mount Gonzales has an administrative claim because the claim arose post-petition based on services provided to the Debtors. As you know, Mr. Mounts Gonzalez continued to serve as a director post-petition. In addition, at the Debtors' request, he voluntarily (a) agreed to be interviewed by the special committee, (b) voluntarily produced documents relating to his service as director and (c) agreed to sit for a deposition. Third, the services for which indemnification are sought are clearly covered by Mr. Mounts Gonzalez's indemnification agreement.
Let us know when you are available to discuss.

From: Faisal Khan <Faisal.Khan@modivcare.com>
Sent: Friday, January 2, 2026 4:48 PM
To: David J. Mark <DMark@kasowitz.com>
Cc: David Mounts Gonzales <dmg@aicatfund.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; Betsy.Marks@lw.com; George Klidonas <George.Klidonas@lw.com>
Subject: Re: David Mounts Gonzales Indemnification Agreement

Good afternoon David,

I completed the review of your letter and its contents. As you may know, Modivcare's plan of reorganization is now effective. Pursuant to the terms of the plan, the Reorganized Debtors did not assume any obligation to indemnify or otherwise reimburse Mr. Mounts Gonzales or his fund for expenses he may have incurred in connection with the chapter 11 cases or otherwise. Accordingly, the reorganized company does not have any obligation to reimburse Mr. Mounts Gonzales and will not be making a payment on the invoice you shared.

Should you have any questions or wish to discuss, would you please contact George Klidonas or Betsy Marks of Latham who are copied on this email.

Sincerely,
Faisal

Faisal Khan, Esq.
SVP | General Counsel & Secretary

Modivcare
6900 Layton Avenue | Suite 1200 | Denver, CO 80237
Office: 720.258.2140 | **Mobile:** 718.354.6111

Email: faisal.khan@modivcare.com | **Website:** modivcare.com
LinkedIn: Modivcare | **Facebook:** Modivcare | **Twitter:** @Modivcare

---

From: David J. Mark <DMark@kasowitz.com>
Sent: Monday, December 29, 2025 8:45 PM
To: Faisal Khan <Faisal.Khan@modivcare.com>
Cc: David Mounts Gonzales <dmg@aicatfund.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Subject: RE: David Mounts Gonzales Indemnification Agreement

CAUTION: This email is not from a Modivcare employee -- **DO NOT** reply to this email if the sender is claiming to be a Modivcare employee. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Thanks for the prompt response.

From: Faisal Khan <Faisal.Khan@modivcare.com>
Sent: Monday, December 29, 2025 5:03 PM
To: David J. Mark <DMark@kasowitz.com>
Cc: David Mounts Gonzales <dmg@aicatfund.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; Betsy.Marks@lw.com
Subject: Re: David Mounts Gonzales Indemnification Agreement

ALERT: THIS IS AN EXTERNAL EMAIL. DO NOT CLICK ON ANY LINK, ENTER A PASSWORD, OR OPEN AN ATTACHMENT UNLESS YOU KNOW THAT THE MESSAGE CAME FROM A SAFE EMAIL ADDRESS.

Good afternoon, David,

I acknowledge receipt of your correspondence and either I or Latham will respond after I have the chance to review the letter and accompanying costs in substance.

Sincerely,
Faisal

Faisal Khan, Esq.

SVP | General Counsel & Secretary

Modivcare

6900 Layton Avenue | Suite 1200 | Denver, CO 80237

Office:720.258.2140 | Mobile:718.354.6111

Email: faisal.khan@modivcare.com |Website: modivcare.com

LinkedIn: Modivcare| Facebook: Modivcare| Twitter: @Modivcare

From: David J. Mark <DMark@kasowitz.com>
Sent: Monday, December 29, 2025 4:45 PM
To: Faisal Khan <faisal.khan@modivcare.com>
Cc: David Mounts Gonzales <dmg@aicatfund.com>; Daniel J. Fetterman <DFetterman@kasowitz.com>; Betsy.Marks@lw.com <Betsy.Marks@lw.com>
Subject: David Mounts Gonzales Indemnification Agreement

CAUTION: This email is not from a Modivcare employee -- **DO NOT** reply to this email if the sender is claiming to be a Modivcare employee. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Please see attached correspondence.

David J. Mark
Kasowitz LLP
1633 Broadway
New York, New York 10019
Tel. (212) 506-1990
Fax. (212) 500-3490
DMark@kasowitz.com

This e-mail and any files transmitted with it are confidential and may be subject to the attorney-client privilege. Use or disclosure of this e-mail or any such files by anyone other than a designated addressee is unauthorized. If you are not an intended recipient, please notify the sender by e-mail and delete this e-mail without making a copy.

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This message is intended only to the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosing under applicable law. If you or your agent are not the intended recipient you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us via the US postal service.

VRI | 1400 Commerce Center Dr, Franklin, OH 45005 | 1-800-860-4230

Exhibit H

Fill in this information to identify the case:

Debtor ModivCare Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90309

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

David Mounts Gonzales

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
David Mounts Gonzales Kasowitz LLP, Attn: David J. Mark 1633 Broadway New York, NY 10019, United States	
Contact phone 2125061700	Contact phone
Contact email DMark@kasowitz.com	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25903092601280000000000006

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 243,942.00 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Indemnification agreement

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25903092601280000000000006

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
☑ No	
☐ Yes. *Check all that apply:*	
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

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

Executed on date 01/28/2026
MM / DD / YYYY

/s/David J. Mark
Signature

Print the name of the person who is completing and signing this claim:

Name: David J. Mark
First name Middle name Last name

Title: Counsel

Company: Kasowitz LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25903092601280000000000006

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1521 | International (310) 751-2636

Debtor:
25-90309 - ModivCare Inc.
District:
Southern District of Texas, Houston Division

Creditor:
David Mounts Gonzales
Kasowitz LLP, Attn: David J. Mark
1633 Broadway

New York, NY, 10019
United States
Phone:
2125061700
Phone 2:
Fax:
Email:
DMark@kasowitz.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Indemnification agreement

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
243,942.00

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
David J. Mark on 28-Jan-2026 12:58:50 p.m. Pacific Time
Title:
Counsel
Company:
Kasowitz LLP

VN: EBFB060FAF8B664E636482A65448A3F2