Docket #1681 Date Filed: 07/29/2026

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE SOUTHERN DISTRICT OF TEXAS

HOUSTON DIVISION

United States Courts
Southern District of Texas
FILED
JUL 29 2026
Nathan Ochsner, Clerk of Court

**In re:**

**MODIVCARE INC., et al.,**

**Reorganized Debtors**

**Chapter 11**

**Case No. 25-90309 (ARP)**

**(Jointly Administered)**

## MOVANT'S RESPONSE TO REORGANIZED DEBTORS' OBJECTION TO MOTION FOR LIMITED RELIEF FROM PLAN INJUNCTION

**[Relates to Docket Nos. 1638 and 1657]**

## I. INTRODUCTION

Movant, Lus Lucy Rosario ("Movant"), respectfully submits this Response to the Reorganized Debtors' Objection to Motion for Limited Relief from Plan injunction [Docket No. 1657] (the "Objection"), which responds to Movant's Motion for Limited Relief from Plan Injunction [Docket No. 1638] (the "Motion").

Movant's underlying prepetition claim arises from an August 8, 2024 incident and is based upon alleged negligence and breach of contract, including alleged failures in the provision of contracted transportation services, which Movant contends resulted in personal injury and related damages. Movant seeks only limited and narrowly tailored relief sufficient to permit her to pursue and liquidate that prepetition personal-injury claim in the appropriate non-bankruptcy forum and, to the extent permitted by applicable law and the terms of any applicable insurance policy, pursue available insurance coverage.

Movant does not seek a general modification or termination of the Plan Injunction, nor does she seek authorization to enforce or collect any judgment against protected assets of the bankruptcy estates or the Reorganized Debtors in violation of the Plan Injunction. Movant further does not ask this Court to



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determine the existence or extent of insurance coverage, alter any applicable insurance policy terms, waive any deductible, or adjudicate the merits or value of the underlying personal-injury claim.

Rather, Movant seeks narrowly tailored relief sufficient to permit the underlying claim to be liquidated and to determine whether any insurance coverage or proceeds may be available, while preserving the rights, defenses, and obligations of all parties under any applicable insurance policies and preserving the Plan injunction except to the limited extent expressly authorized by the Court.

Movant respectfully submits that the concerns raised in the Objection can be addressed through appropriately tailored conditions governing the scope of any relief granted. Accordingly, Movant requests that the Court consider the limited relief sought in the Motion in light of the specific circumstances of Movant's claim and grant such relief as is necessary to permit the claim to be properly liquidated and any applicable insurance rights to be pursued, without permitting collection from protected Reorganized Debtor assets.

## II. BACKGROUND AND RELEVANT FACTUAL HISTORY

1. On August 8, 2024, Movant was scheduled to receive non-emergency medical transportation services arranged through ModivCare in connection with a medically necessary medical appointment. Movant contends that the transportation services were not provided as scheduled and that the resulting circumstances caused her to miss the appointment and contributed to subsequent medical consequences and damages.

2. Following the August 8, 2024 incident, Movant undertook efforts to address the matter directly with ModivCare and sought information and resolution concerning the circumstances surrounding the transportation services.

3. Movant subsequently pursued the matter through the Better Business Bureau ("BBB") and communicated with ModivCare concerning the underlying dispute. The communications included Movant's allegations regarding the transportation services and her efforts to obtain a resolution. Movant respectfully submits that these communications are relevant to the Reorganized Debtors' characterization of Movant as an "unknown creditor" and to the assertion that Movant failed to pursue or communicate regarding her claim.

4. Movant continued to attempt to resolve the matter without litigation. In connection with those efforts, Movant communicated directly with a ModivCare representative by telephone and expressly stated that she wished to resolve the matter before pursuing legal action. During that conversation, the ModivCare representative advised Movant that the matter would be forwarded to ModivCare's legal department for review and response. Movant thereafter reasonably awaited a substantive response before taking further legal action.

5. On February 27, 2026, Movant submitted a written demand for resolution of her claim, together with supporting documentation and exhibits, as part of her continued effort to resolve the matter without litigation.

6. Movant did not receive a substantive resolution of her claim following her demand and subsequent communications. Movant thereafter sought to determine the appropriate procedural course for pursuing her prepetition personal-injury claim in light of the Debtors' Chapter 11 proceedings and the Plan Injunction.

7. On July 8, 2026, Movant filed her Motion for Limited Relief from Plan Injunction [Docket No. 1638], seeking narrowly tailored relief to permit her to pursue and liquidate her prepetition personal-injury claim and, to the extent permitted by applicable law and the terms of any applicable insurance policy, pursue available insurance coverage.

8. On July 20, 2026, the Reorganized Debtors filed their Objection to the Motion [Docket No. 1657].

9. Movant submits that the foregoing history demonstrates that she made repeated good-faith efforts to communicate with ModivCare and resolve the matter without litigation before seeking relief from this Court. Movant further submits that the history of her communications and efforts to resolve the dispute is relevant to the Reorganized Debtors' assertions concerning notice, the characterization of Movant's claim, and the timing of the Motion.

## III. RESPONSE TO THE REORGANIZED DEBTORS' OBJECTION

### A. The Relief Requested is Narrowly Tailored and Does Not Seek a General Modification of the Plan Injunction

**10.** The Reorganized Debtors characterize the relief sought by Movant as an "extraordinary remedy" and contend that Movant has failed to meet her burden to establish that the Plan Injunction should be modified. Movant respectfully disagrees with that characterization of the relief requested.

**11.** The Motion does not seek a general modification, termination, or circumvention of the Plan injunction. Rather, Movant seeks limited and narrowly tailored relief concerning a specific prepetition personal-injury claim arising from the August 8, 2024 incident. The requested relief is intended solely to permit Movant to pursue and liquidate that claim in the appropriate non-bankruptcy forum and, to the extent permitted by applicable law and the terms of any applicable insurance policy, pursue available insurance coverage.

**12.** Movant does not seek authorization to collect from the protected assets of the bankruptcy estates or the Reorganized Debtors in violation of the Plan Injunction. Movant further does not seek to impose any liability upon the Reorganized Debtors beyond the scope of relief expressly authorized by the Court.

**13.** Movant likewise does not ask this Court, through the Motion or this Response, to adjudicate the merits or value of her underlying personal-injury claim, determine the existence or extent of insurance coverage, or alter, waive, or invalidate any applicable insurance policy provision, including any deductible, exclusion, defense, or other policy condition.

14. Instead, Movant seeks only the limited procedural ability to have her underlying claim properly liquidated and to determine whether insurance coverage or proceeds may be available under the applicable insurance program. Any such determination would remain subject to the terms, conditions, defenses, and limitations of the applicable insurance policies and applicable law.
15. The relief requested may therefore be structured in a manner that preserves the Plan Injunction and protects the Reorganized Debtors from prohibited collection activity while permitting Movant to pursue the limited relief necessary to liquidate her claim and determine whether any applicable insurance coverage is available.
16. Movant respectfully submits that the existence of the Plan Injunction does not, standing alone, require denial of all relief concerning a prepetition personal-injury claim where the requested relief can be narrowly tailored to preserve the protections afforded by the Plan while permitting the claim to be liquidated and applicable insurance rights, if any, to be determined.
17. Accordingly, Movant respectfully requests that the Court deny the Reorganized Debtors' request for outright denial of the Motion and instead grant such limited relief as the Court deems appropriate, subject to any conditions the Court determines necessary to preserve the Plan Injunction and protect the Reorganized Debtors from collection against protected assets.

## B. The Asserted $1 Million Per – Claim Deductible Does Not, Standing Alone, Establish That Limited Relief Must Be Denied

18. The Reorganized Debtors assert that the applicable insurance policy contains a $1,000,000 per-claim deductible and contend that, because of that deductible, Movant's request to proceed against insurance cannot occur without potentially imposing a financial obligation upon the Reorganized Debtors. Movant respectfully submits that the asserted deductible, standing alone, does not establish that the limited relief requested must be denied in its entirety.
19. Movant does not dispute that any insurance claim ultimately pursued must remain subject to the actual terms, conditions, limitations, and defenses of the applicable insurance policy. Movant likewise does not seek to waive, eliminate, modify, or otherwise alter any deductible that may apply to her claim under the applicable policy.
20. However, Movant respectfully submits that the existence or applicability of a deductible is distinct from the procedural question presently before the Court-whether Movant should be permitted to pursue and liquidate her prepetition personal-injury claim and determine whether any insurance coverage or proceeds may be available.
21. The Motion does not ask this Court to determine the existence or extent of insurance coverage, adjudicate the applicability of any deductible, or determine the ultimate amount, if any, that may be payable under an applicable insurance policy. Those issues may be determined in the appropriate forum and in accordance with the governing insurance policy and applicable law.
22. To the extent the Reorganized Debtors contend that a $1,000,000 per-claim deductible applies to Movant's specific claim, Movant respectfully submits that the Reorganized Debtors' assertion of the deductible should not, without more, operate as an absolute bar to narrowly tailored relief. The Reorganized Debtors have not established in the Objection that the asserted deductible eliminates the possibility of insurance coverage or that it legally prevents this Court from granting limited relief subject to the terms of the applicable insurance program.

23. Movant further respectfully submits that any relief granted by this Court can expressly preserve the Reorganized Debtors' rights and obligations concerning any applicable deductible. Such relief would not require the Court to determine who ultimately bears any deductible obligation or to alter the contractual terms of the insurance policy.
24. The relief requested can therefore be narrowly structured to provide that: (a) Movant may pursue and liquidate her underlying personal-injury claim; (b) any claim against or involvement of a Reorganized Debtor is limited to the extent necessary to pursue available insurance coverage; (c) Movant may not enforce or collect against protected assets of the Reorganized Debtors in violation of the Plan Injunction; (d) the existence and extent of insurance coverage are not determined by the bankruptcy court; and (e) all applicable policy terms, conditions, defenses, exclusions, and deductibles remain fully preserved.
25. Movant respectfully submits that this approach addresses the concern raised by the Reorganized Debtors without requiring the Court to deny all relief. The asserted deductible may be preserved as an issue to be addressed in accordance with the applicable insurance policy, while Movant is permitted to obtain a determination of the underlying claim and pursue any insurance rights that may exist.
26. Accordingly, Movant respectfully requests that the Court decline to treat the asserted $1,000,000 per-claim deductible as an automatic bar to the limited relief requested and instead grant such narrowly tailored relief as the Court deems appropriate, while expressly preserving all rights and obligations arising under any applicable insurance policy.

## C. The Plan Injunction Does Not Require the Automatic Denial of Narrowly Tailored Relief Concerning a prepetition personal-injury claim.

### 1. Prior Personal-Injury and Insurance-Related Proceedings Demonstrate that Narrowly Tailored Relief May be Granted Subject to Appropriate Conditions

27. The Reorganized Debtors contend that Movant has failed to establish grounds for relief from the Plan Injunction and that the requested relief should therefore be denied. Movant respectfully submits that the existence of the Plan Injunction does not, standing alone, require the denial of all relief concerning a prepetition personal-injury claim where the requested relief can be narrowly tailored to preserve the protections afforded by the confirmed Plan.
28. Movant recognizes that the Plan Injunction remains in effect and does not seek to circumvent or disregard the protections afforded to the Reorganized Debtors under the confirmed Plan and Confirmation Order. Movant's request is limited to obtaining the procedural ability to pursue and liquidate her prepetition personal-injury claim and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage.
29. Movant respectfully submits that there is an important distinction between (a) permitting a claimant to liquidate a personal-injury claim and pursue applicable insurance rights and (b) permitting a claimant to enforce or collect the claim directly from protected assets of the

Reorganized Debtors or the bankruptcy estates. Movant seeks only the former and does not seek authorization to engage in the latter.

**2. The Requested Relief Can Be Structured to Preserve the Plan Injunction and Prevent Collection Against Protected Assets**

30. The relief requested can be expressly conditioned so that the Plan Injunction remains fully effective except to the limited extent necessary to permit Movant to pursue and liquidate her claim and determine whether applicable insurance coverage or proceeds may be available.
31. Movant further submits that relief of this nature does not require the Court to adjudicate the merits of the underlying personal-injury claim, determine the existence or extent of insurance coverage, or determine the ultimate amount of any recovery. Those matters may be addressed in the appropriate forum and subject to applicable law, the terms of any applicable insurance policy, and all available defenses.
32. Movant respectfully submits that the Court may therefore grant narrowly tailored relief that preserves the Plan Injunction's protections while allowing the underlying personal-injury claim to be liquidated and any applicable insurance rights to be pursued. Such relief would not constitute a general modification of the Plan Injunction but rather a limited exception expressly defined by the Court.
33. Movant's request is also consistent with the principle that any relief granted may be conditioned upon protections sufficient to prevent collection against protected Reorganized Debtor assets. Movant is willing to accept such conditions as the Court deems appropriate, including provisions expressly stating that no judgment or recovery may be enforced against protected assets of the Reorganized Debtors except to the extent expressly authorized by the Court.
34. Accordingly, Movant respectfully requests that the Court decline to treat the Plan Injunction as an absolute bar to the limited procedural relief requested. Movant instead requests that the Court exercise its authority to grant narrowly tailored relief, subject to appropriate conditions, that permits the liquidation of her prepetition personal-injury claim and the pursuit of any insurance coverage that may be available without impairing the protections afforded to the Reorganized Debtors under the confirmed plan.

## D. Movant's Communications and Prepetition Efforts to Resolve the Dispute Are Relevant to the Reorganized Debtors' Characterization of Movant as an "Unknown Creditor"

35. The Reorganized Debtors contend that Movant was an "unknown creditor" and rely, in part, upon the fact that Movant did not file a proof of claim in the Chapter 11 cases. Movant respectfully disagrees with the characterization of her status and submits that the Court should consider the totality of the circumstances, including the communications and efforts undertaken by Movant to notify ModivCare of the underlying dispute and to resolve the matter before pursuing legal action.
36. Movant's efforts to communicate with ModivCare and address the underlying dispute are supported by contemporaneous records and documentary evidence. These records include, among other things, available telephone call records and voicemails concerning

the August 8, 2024 incident and communications with ModivCare; email correspondence from ModivCare dated November 13, 2024; documentation relating to Movant's Better Business Bureau ("BBB") complaint, Case No. 22125148; correspondence from the Georgia Office of the Attorney General acknowledging Movant's complaint and referral to the Medicaid Fraud Control Unit ("MFCU"); documentation concerning the scheduled non-emergency medical transportation ride, including Ride Confirmation No. 37940 (See Exhibit E); and documentation identifying ModivCare as the non-emergency medical transportation broker for Talbot County. These materials are submitted or referenced as Exhibits A through F.

37. Exhibit A consists of available telephone records reflecting incoming and outgoing calls and voicemails involving ModivCare concerning the August 8, 2024 incident. The records include communications associated with both Movant's former personal cellular telephone number and her current personal cellular telephone number. Movant submits that these records demonstrate her continued efforts to communicate concerning the underlying dispute. The available records reflect the telephone communications accessible to Movant at the time of preparation. To the extent additional carrier records are necessary to establish the complete history of communications, such records may be available through the applicable telecommunications carrier or through appropriate discovery or subpoena, if necessary.
38. Exhibit B consists of email correspondence from ModivCare dated November 13, 2024, which further documents communications between Movant and ModivCare concerning the underlying matter.
39. Exhibit C consists of documentation concerning Movant's complaint submitted to the Better Business Bureau, identified as Case No. 22125148. Movant submits that the BBB complaint and related communications are relevant to whether ModivCare had notice of the underlying dispute and the circumstances giving rise to Movant's claim.
40. Exhibit D consists of correspondence from the Georgia Office of the Attorney General acknowledging Movant's complaint and indicating that the matter was referred to the Medicaid Fraud Control Unit ("MFCU"). Movant submits this documentation as additional evidence of her efforts to seek review and resolution of the circumstances surrounding the transportation services at issue.
41. Exhibit E consists of a July 15, 2024 ride confirmation text confirming in advance the non-emergency medical transportation ride scheduled for August 8, 2024, identified by Confirmation No. 37940. Movant submits that this documentation is relevant to establishing the existence of the scheduled transportation service at issue and the circumstances underlying her claim.
42. Exhibit F consists of the December 4, 2023 Non-Emergency Medical Transportation ("NEMT") information sheet issued by the Georgia Department of Community Health, identifying ModivCare as the NEMT broker for Talbot County. Movant submits that this document is relevant to establishing ModivCare's role in arranging and administering the transportation services at issue.

43. Movant respectfully submits that the foregoing records and communications demonstrate that she did not remain silent to abandon the matter following the August 8, 2024 incident. Rather, Movant made repeated efforts to communicate with ModivCare, sought review of the circumstances through administrative channels, pursued a complaint through the Better Business Bureau, and continued attempting to obtain a resolution of the dispute. These efforts are relevant to the Reorganized Debtors' characterization of Movant as an "unknown creditor" and to the question of what information concerning the underlying dispute was available to ModivCare before and during the Chapter 11 Cases.
44. Movant continued to communicate with ModivCare concerning the underlying dispute and sought to resolve the matter without litigation. The available telephone records reflect a communication between ModivCare and Movant through Movant's former personal cellular telephone numbers, including a communication on October 22, 2024, through Movant's former telephone number on October 22, 2024. On November 13, 2024, ModivCare's Corporate Office, through its Office of Independent Review (OIR), contacted Movant regarding feedback it had received concerning transporation services and stated that it had attempted to reach Movant by telephone. Movant responded on November 14, 2024, by providing her current telephone number. That same current telephone number was subsequently reflected in the available telephone records documenting communications between Movant and ModivCare on November 22, 2024 and November 27, 2024. Copies of the available telephone records are attached as **Exhibit A**, and the November 13-14, 2024 email correspondence is attached as **Exhibit B**.

During a subsequent telephone conversation with a ModivCare representative, Movant requested that the matter be referred to ModivCare's legal department for review and settlement consideration. Movant explained that she wanted to resolve the matter before pursuing legal action. The ModivCare representative indicated that she would forward Movant's request to the legal department and that ModivCare had previously offered only reimbursement for gas and related expenses. Movant relied upon the representation that the matter would be referred for legal review and awaited a response before taking further action. Although Movant does not have a recording or transcript of the substance of this conversation, the available telephone records independently establish the existence and timing of communications between Movant and ModivCare.

**EXHIBIT A** consists of available telephone records reflecting incoming and outgoing communications between ModivCare and Movant's former and current personal cellular telephone numbers, including calls and voicemails associated with the parties' communications concerning the August 8, 2024 incident. The records are offered to establish the existence and timing of communications and

demonstrate that communications occurred through both telephone numbers. The records available to Movant at this time are attached as Exhibit A. Additional call records may be obtained through applicable carrier records or subpoena if necessary.

**EXHIBIT B** consists of the November 13-14, 2024 email correspondence between ModivCare's Corporate Office, through its Office of Independent Review, and Movant. In the November 13, 2024 email, ModivCare representative Jaclyn Robson, Ombudsman Associate with the Office of Independent Review, stated that she was contacting Movant regarding feedback received concerning transportation services and that she had attempted to reach Movant by telephone. Movant responded on November 14, 2024, by providing her current personal telephone number. That same telephone number is reflected in the subsequent telephone records documenting communications with ModivCare on November 22, 2024 and November 27, 2024. The email correspondence is attached as Exhibit B.

45. Movant's efforts to resolve the dispute continued through her written demand for resolution dated February 27, 2026. The demand letter provided ModivCare with notice of the nature of Movant's allegations, the circumstances underlying her claim, and the damages and relief she sought. The demand was made in an effort to resolve the matter without the need for litigation and provided ModivCare with an additional opportunity to review and address the dispute before Movant pursued legal action.
46. Movant did not receive a substantive response to her February 27, 2026 demand letter. The absence of a response, however, did not reflect an abandonment of Movant's claim or a decision to discontinue her efforts to obtain a resolution. Rather, Movant had previously made repeated efforts to communicate with ModivCare and had sought to resolve the matter without litigation. Movant respectfully submits that the absence of a response to the demand letter should be considered in the context of her prior communications and continued efforts to pursue a resolution of the underlying dispute.
47. The BBB complaint record further documents continued communications between Movant and ModivCare concerning the underlying dispute. The complaint reflects that the underlying events occurred on or about August 11, 2024, and that the matter remained the subject of communications between the parties from November 2024 through January 2025. On November 14, 2024, ModivCare provided a response to Movant's complaint, to which Movant responded the same day, expressly stating that she did not accept ModivCare's response as resolving the complaint and explaining the reasons for her rejection. On December 12, 2024, ModivCare responded that it had attempted to contact Movant by telephone and email and was awaiting a response concerning reimbursement issues, while indicating that it was willing to discuss the matter further. On December 13, 2024, Movant again rejected ModivCare's response

and explained that she had already communicated with ModivCare's executive team by telephone and that ModivCare possessed her current contact information. Movant further stated that, following a discussion with a ModivCare representative concerning the alleged negligence and resulting damages, she had requested that ModivCare's legal team contact her regarding a potential settlement so that she could seek necessary medical care. Movant further communicated that, if the parties reached an acceptable settlement, she would close the BBB complaint as resolved, but that if an acceptable settlement could not be reached, she would consult with her legal team regarding her legal options. According to Movant's account of the December 13, 2024 telephone conversation, the ModivCare representative agreed to notify the legal team and follow up with Movant. On January 2, 2025, ModivCare responded that its leadership had made several attempts to contact Movant and requested a convenient time for further communication. The BBB complaint was subsequently closed on January 9, 2025.

> **EXHIBIT C** consists of the Better Business Bureau complaint documentation, BBB Case No. 22125148, reflecting Movant's efforts to pursue and resolve her dispute with ModivCare. The documentation reflects Movant's complaint, ModivCare's responses, Movant's rejection of ModivCare's proposed resolutions, and Movant's December 13, 2024 response requesting that ModivCare's legal team contact her regarding a potential settlement. The BBB documentation further reflects ModivCare's January 2, 2025 response stating that its leadership had made attempts to contact Movant but had not been successful. The BBB matter was subsequently closed on January 9, 2025. A copy of the BBB complaint documentation is attached as Exhibit C.

48. Movant respectfully submits that the BBB record is relevant to the Reorganized Debtors' characterization of Movant as an "unknown creditor" because it demonstrates that, well before the commencement and conclusion of the Chapter 11 cases, ModivCare had received communications concerning the underlying dispute and was aware that Movant was asserting damages and seeking a resolution. The record further demonstrates that Movant was actively attempting to resolve the matter and expressly communicated that she was seeking a settlement and, if the matter could not be resolved, intended to consult with legal counsel regarding her available legal options. Although Movant recognizes that communications concerning a dispute do not, standing alone, determine whether a creditor is legally considered "known" or "unknown" for purposes of bankruptcy notice requirements, the documented history is relevant to the Court's consideration of whether the Reorganized Debtors had sufficient information concerning the nature and potential existence of Movant's claim and whether narrowly tailored relief from the Plan Injunction is appropriate.
49. The February 27, 2026 demand letter further reflects Movant's continued efforts to resolve the dispute without initiating litigation. The demand letter was accompanied by supporting documentation concerning the underlying incident and Movant's allegations

and provided ModivCare with an additional opportunity to review the matter and pursue a resolution. Movant's submission of the demand letter was consistent with her prior efforts through direct communications with ModivCare and the BBB to obtain a settlement before pursuing legal action. Movant respectfully submits that the demand letter and accompanying documentation should be considered together with the prior communications and administrative complaints when evaluating the totality of the circumstances surrounding ModivCare's knowledge of the dispute and Movant's continued efforts to resolve her claim.

50. Movant respectfully submits that her failure to file a proof of claim should not be viewed in isolation from the circumstances described above. During the relevant period, Movant was actively attempting to resolve the dispute directly with ModivCare and was pursuing a potential settlement rather than abandoning or relinquishing her claim. Movant had communicated with ModivCare concerning the underlying dispute, pursued administrative review through the BBB and the Georgia Office of the Attorney General, and made a written demand for resolution. Movant's continued efforts to obtain a settlement and her reasonable expectation that the matter might be resolved without litigation are relevant circumstances for the Court to consider in determining whether limited relief from the Plan Injunction is appropriate.

51. Movant's efforts to resolve the dispute continued during the period preceding the filing of the Motion. At no time did Movant intend to abandon her claim or relinquish her rights arising from the August 8, 2024 incident. Rather, Movant continued to pursue resolution through communications with ModivCare and through available administrative channels, including the Better Business Bureau and the Georgia Office of the Attorney General. Movant's decision to continue pursuing a resolution of the dispute before initiating litigation was consistent with her stated intention to resolve the matter without unnecessary legal proceedings and should be considered in evaluating the circumstances surrounding her failure to file a proof of claim and her request for limited relief from the Plan Injunction.

    **Exhibit D** consists of correspondence from the Georgia Office of the Attorney General acknowledging Movant's complaint and confirming its referral to the Medicaid Fraud Control Unit (MFCU). The correspondence is offered to establish Movant's efforts to pursue and report the underlying dispute to a governmental agency before the commencement of ModivCare's Chapter 11 proceedings. A copy of the correspondence, with appropriate redactions of sensitive personal information, is attached as Exhibit D.

52. Based on the totality of the circumstances, Movant respectfully submits that the record demonstrates that she did not abandon her claim or remain inactive following the August 8, 2024 incident. Rather, Movant consistently pursued efforts to resolve the dispute through direct communications with ModivCare, administrative channels, the Better Business Bureau, the Georgia Office of the Attorney General, and ultimately a

written demand for settlement. Movant did not receive direct notice of the Chapter 11 proceedings or the claims process and therefore did not have an opportunity to participate in the claims process before the applicable deadlines. Under these circumstances, Movant respectfully requests that the Court consider the documented history of communications and Movant's continuing efforts to resolve the dispute when evaluating the Reorganized Debtors' characterization of Movant as an "unknown creditor" and determining whether narrowly tailored relief from the Plan Injunction is appropriate.

**E. Movant's Failure to File a Proof of Claim does not, Standing Alone, Require Denial of Limited Relief**

53. The Reorganized Debtors rely, in part, upon Movant's failure to file a proof of claim in the Chapter 11 Cases as basis for opposing the Motion. Movant respectfully submits that the absence of a proof of claim, standing alone, should not require denial of the limited procedural relief requested. The Motion does not seek to circumvent the claims process, revive a discharged claim for purposes of collection from protected assets, or authorize enforcement against the Reorganized Debtors in violation of the Plan Injunction. Rather, Movant seeks limited relief necessary to permit her to pursue and liquidate her prepetition personal-injury claim and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage.
54. Movant's failure to file a proof of claim must be considered in the context of the circumstances described above. Movant was actively attempting to resolve the underlying dispute through communications with ModivCare, administrative complaints, the Better Business Bureau, and a written demand for settlement. Movant did not abandon her claim or intentionally relinquish her rights. Rather, she continued to pursue a resolution of the dispute and sought to avoid litigation where possible.
55. Movant did not personally receive or become aware of the Chapter 11 proceedings or the claims process during the period in which the General Bar Date was pending. Movant first became aware of ModivCare's Chapter 11 proceedings through her own research approximately two weeks before sending her February 27, 2026 demand letter. At that time, Movant learned that ModivCare had filed for Chapter 11 bankruptcy protection and that the Court had entered the Confirmation Order on December 15, 2025, with the Plan becoming effective on December 29, 2025. Movant thereafter conducted further research concerning the effect of the Chapter 11 proceedings, the Plan, and the Plan Injunction on her ability to pursue her prepetition personal-injury claim and any potentially applicable insurance coverage.
56. At the same time, ModivCare had extensive prepetition knowledge of Movant's specific dispute and potential claim through Movant's prior communications with ModivCare, her complaints and correspondence concerning the August 8, 2024 incident, her communications with ModivCare's executive team, her Better Business Bureau

complaint, and her complaint to the Georgia Office of the Attorney General, which was referred to the Medicaid Fraud Control Unit. Movant respectfully submits that these circumstances are relevant to the Court's consideration of the circumstances surrounding her failure to participate in the bankruptcy claims process and her request for narrowly tailored relief from the Plan Injunction.

57. Movant's request for relief does not seek to disturb the confirmed Plan, the Confirmation Order, or the rights and protections afforded to the Reorganized Debtors under the Plan Injunction. Movant does not seek to impose liability upon, or obtain payment directly from, the Reorganized Debtors or their protected assets. Rather, Movant seeks only narrowly tailored relief sufficient to permit her to pursue and liquidate her prepetition personal-injury claim and, to the extent permitted by applicable law and the terms of any applicable insurance policy, pursue available insurance coverage.

58. The relief requested would not require the Court at this stage to determine the ultimate validity, liability, or value of Movant's underlying claim. Nor does Movant seek an order requiring the Reorganized Debtors to pay the claim from protected assets. The requested relief would instead permit Movant to pursue the procedural steps necessary to establish and liquidate the claim, while preserving the Reorganized Debtors' rights, defenses, and objections and leaving the applicability and extent of any insurance coverage to be determined in accordance with the applicable policy and governing law. Movant respectfully submits that such relief can be appropriately conditioned and narrowly tailored to protect the Reorganized Debtors while allowing Movant to pursue the limited relief necessary to determine and liquidate her claim.

59. The Reorganized Debtors further contend that the Motion should be denied because the applicable insurance policy allegedly contains a $1,000,000 per-claim deductible and, therefore, pursuing insurance coverage would necessarily impose a financial obligation upon the Reorganized Debtors. Movant respectfully submits that the existence, applicability, and operation of any such deductible should not be presumed to require denial of the narrowly tailored relief requested. The Motion does not ask this Court to determine the applicability or amount of any deductible, to impose liability upon the Reorganized Debtors, or to require the Reorganized Debtors to satisfy any deductible. Rather, Movant seeks only permission to pursue and liquidate her underlying claim and to determine whether any insurance coverage is available under the applicable policy and governing law.

60. The Reorganized Debtors' assertion concerning a $1,000,000 per-claim deductible does not, standing alone, establish that Movant's requested limited relief would necessarily result in a payment obligation by the Reorganized Debtors or otherwise require denial of the Motion. The applicability and operation of any deductible, as well as the availability and scope of any insurance coverage, are matters that may depend upon the specific terms and conditions of the applicable insurance policy and the particular facts

and circumstances of Movant's claim. Movant therefore respectfully submits that these issues should not be conclusively determined at the present stage based solely upon the Reorganized Debtors' assertion regarding the deductible. The limited relief requested would permit the underlying claim to be pursued and liquidated while preserving the Reorganized Debtors' rights to assert any applicable defenses concerning coverage, policy terms, deductibles, exclusions, or other limitations.

61. Moreover, Movant's underlying personal-injury claim has not been liquidated or adjudicated, and the amount of any potential recovery has not been determined. Accordingly, it is premature to conclude that the alleged $1,000,000 per-claim deductible necessarily eliminates the possibility of insurance coverage or renders the limited relief requested futile. Until the underlying claim is properly presented, evaluated, and, if necessary, liquidated through the appropriate legal process, the applicability and practical effect of any deductible cannot be determined with certainty. Movant therefore respectfully submits that the alleged deductible should not serve as a basis for denying the Motion at this stage, particularly where Movant seeks only narrowly tailored relief to pursue and liquidate the underlying claim while preserving all rights and defenses concerning insurance coverage and the applicable policy terms.

62. The limited relief requested by Movant can be narrowly tailored and conditioned so as to preserve the protections afforded to the Reorganized Debtors under the Plan Injunction. Movant does not seek authority to enforce any judgment or claim against the Reorganized Debtors, their property, or any assets protected by the Plan Injunction. Rather, Movant seeks only the limited ability to pursue the underlying personal-injury claim for purposes of determining and liquidating the claim and, to the extent permitted by applicable law and any applicable insurance policy, pursuing available insurance coverage. Any relief granted by the Court may expressly provide that Movant shall not seek recovery from the Reorganized Debtors or their protected assets, and that the Reorganized Debtors retain all rights, defenses, and objections available under the Plan, the Confirmation Order, the applicable insurance policy, and governing law.

63. Movant respectfully submits that the relief requested is not an attempt to circumvent or undermine the Plan Injunction, but rather a narrowly tailored request for limited relief from its application to Movant's specific prepetition personal-injury claim. Movant does not seek to reopen the Chapter 11 Cases, modify the confirmed Plan, or pursue recovery from the Reorganized Debtors or their protected assets. Instead, Movant seeks only the procedural ability to pursue and liquidate her claim and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage. The requested relief may be expressly conditioned upon Movant's agreement not to enforce any judgment or recovery against the Reorganized Debtors or their protected assets. Under these circumstances, Movant respectfully submits that the requested

relief is limited in scope and can be granted without impairing the protections or finality afforded by the confirmed Plan.

64. Movant's Proposed Order submitted with the Motion further demonstrates that the relief requested can be narrowly tailored to protect the Reorganized Debtors and preserve the Plan Injunction. The Proposed Order seeks only limited relief necessary to permit Movant to pursue and liquidate her prepetition personal-injury claim and, to the extent permitted, pursue applicable insurance coverage. The Proposed Order does not seek authorization to collect against the Reorganized Debtors or their protected assets and may be conditioned upon Movant's agreement that any judgment or recovery obtained shall not be enforced against the Reorganized Debtors or assets protected by the Plan Injunction. Accordingly, the Court may grant the requested relief subject to appropriate conditions without disturbing the confirmed Plan or impairing the protections afforded to the Reorganized Debtors.

65. The Reorganized Debtors' reference to an alleged $1,000,000 per-claim deductible does not establish that Movant is prohibited from pursuing or liquidating her underlying personal-injury claim. The existence or amount of a deductible, even if applicable to the claim, does not by itself determine whether Movant has a valid underlying claim, whether the claim is covered under the applicable insurance policy, or whether any portion of a judgment or settlement may be payable under the policy. Those issues are separate from the limited procedural relief requested from the Plan Injunction and may be addressed, if necessary, in the appropriate forum and in accordance with the terms of the applicable insurance policy and governing law.

66. Movant does not ask this Court, through the Motion, to adjudicate the applicability or scope of insurance coverage, interpret the terms of any insurance policy, or determine the ultimate responsibility of any insurer or insured for payment of a judgment or settlement. Those issues may be addressed in the appropriate forum and in accordance with the applicable insurance policy and governing law, if and when necessary. At this stage, Movant seeks only limited relief from the Plan Injunction sufficient to permit her to pursue and liquidate her underlying prepetition personal-injury claim and to preserve her ability to pursue any insurance coverage that may be available. The requested relief therefore does not require this Court to resolve the insurance issues raised by the Reorganized Debtors at this time.

67. Granting the limited relief requested would not deprive the Reorganized Debtors, or any applicable insurer, of any substantive or procedural defenses available under applicable law. The Reorganized Debtors would remain entitled to contest liability, causation, the nature and extent of Movant's alleged damages, the timeliness of any action, the applicability of any statute of limitations or other limitation period, and any other defense available in the underlying action. Likewise, the Reorganized Debtors and any applicable insurer would retain all rights to assert defenses concerning insurance

coverage, policy exclusions, conditions, deductibles, limits, and other applicable policy provisions. Movant seeks only the opportunity to pursue and liquidate her claim, subject to all defenses and limitations that may properly be asserted.

68. Accordingly, the alleged $1,000,000 per-claim deductible should not, standing alone, prevent Movant from pursuing and liquidating her underlying personal-injury claim. The Court may grant narrowly tailored relief subject to appropriate conditions that preserve the Plan Injunction's protections and prohibit any enforcement or collection against the Reorganized Debtors or their protected assets. Movant respectfully submits that the appropriate course is to permit the underlying claim to be pursued and liquidated while preserving all rights and defenses concerning liability, damages, insurance coverage, policy terms, deductibles, exclusions, and other applicable limitations. Such an approach would protect the Reorganized Debtors while allowing the Court to address the limited procedural relief requested without prematurely resolving issues that have not yet been adjudicated.

**68A**. The procedural history of these Chapter 11 Cases further demonstrates that the Plan Injunction may be modified to permit a personal-injury claimant to pursue and liquidate a claim while preserving the rights of the Reorganized Debtors and any applicable insurers. In the **Stipulation and Agreed Order Granting Relief from Plan Injunction to Fox Claimants, (Docket No. 1617), entered June 22, 2026,** the court granted relief from the Plan Injunction in connection with a pending personal-injury matter and the claimants' effort to pursue payment from potentially available proceeds of the Reorganized Debtors' insurance policies. The order demonstrates that relief from the Plan Injunction may be narrowly tailored to permit the pursuit and liquidation of a personal-injury claim without requiring the Court to determine the ultimate availability or scope of insurance coverage at the outset. Movant respectfully submits that similar narrowly tailored relief may be granted here, subject to such conditions as the Court deems appropriate. **A copy of the entered order is attached as Exhibit G.**

## F. The Requested Limited Relief Will Not Unduly Prejudice the Reorganized Debtors

69. The limited relief requested by Movant will not unduly prejudice the Reorganized Debtors because Movant does not seek to enforce any judgment or obtain payment from the Reorganized Debtors or their protected assets. Movant seeks only the ability to pursue and liquidate her underlying prepetition personal-injury claim and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage. The requested relief may be expressly conditioned to prevent any recovery from the Reorganized Debtors or assets protected by the Plan Injunction.
70. 70. The Reorganized Debtors will retain the full ability to defend against Movant's underlying claim and to assert any applicable defenses, including defenses concerning liability, causation, damages, timeliness, statutes of limitation, insurance coverage,

policy exclusions, deductibles, and other applicable policy provisions. Granting limited relief therefore would not constitute a determination that Movant's claim is valid or compensable, nor would it deprive the Reorganized Debtors or any applicable insurer of the opportunity to contest the claim on its merits.

71. The requested relief is also limited in scope and does not require the Reorganized Debtors to participate in extensive litigation before the Bankruptcy Court. Any underlying action may proceed in the appropriate forum, subject to the conditions imposed by this Court and any applicable limitations arising from the confirmed Plan and Confirmation Order. The Bankruptcy Court would retain the ability to impose additional conditions it deems appropriate to protect the Reorganized Debtors and preserve the integrity of the Plan Injunction.
72. Movant respectfully submits that denying all relief would impose a substantial hardship upon Movant by preventing her from pursuing any judicial determination of her underlying personal-injury claim and potentially preventing her from pursuing any insurance coverage that may be available under applicable law. By contrast, the limited relief requested would impose no comparable prejudice upon the Reorganized Debtors because Movant expressly seeks no recovery from their protected assets and acknowledges that the Reorganized Debtors retain all applicable defenses.
73. The balance of the circumstances therefore favors granting narrowly tailored relief subject to appropriate conditions. Such relief would permit Movant to pursue the limited procedural steps necessary to liquidate her claim while preserving the protections afforded to the Reorganized Debtors under the confirmed Plan and Plan Injunction. Movant respectfully submits that the Court can fashion an order that protects the Reorganized Debtors while allowing Movant a meaningful opportunity to pursue her claim and any potentially applicable insurance rights.

**G. The Requested Relief Is Consistent With the Plan and Confirmation Order**

74. Movant respectfully submits that the limited relief requested is consistent with the terms of the confirmed Plan and the Confirmation Order because Movant does not seek to alter the Plan's treatment of claims, disturb the finality of the Confirmation Order, or obtain recovery from the Reorganized Debtors or their protected assets. Rather, Movant seeks only limited relief from the application of the Plan Injunction to permit the underlying prepetition personal-injury claim to be pursued and liquidated, subject to such conditions as the Court deems appropriate.
75. The Plan Injunction should not be construed more broadly than necessary to accomplish the purposes for which it was imposed. Movant respectfully submits that narrowly tailored relief concerning a prepetition personal-injury claim may be granted where the relief is structured to prevent any collection or enforcement against the Reorganized Debtors or their protected assets and does not otherwise impair the rights and protections established by the Plan and Confirmation Order.

76. Movant's requested relief is further limited because she does not seek to recover against the Reorganized Debtors themselves. Instead, she seeks to pursue the underlying claim for purposes of establishing and liquidating the claim and, to the extent permitted by applicable law and the terms of any applicable insurance policy, pursuing available insurance coverage. Any relief granted may expressly provide that Movant shall not enforce or collect any judgment against the Reorganized Debtors or assets protected by the Plan Injunction.
77. To the extent the Plan or Confirmation Order contains provisions addressing personal-injury claims, insurance rights, or the treatment of claims that are subject to the Plan Injunction, Movant respectfully submits that those provisions should be considered together with the narrowly tailored relief requested herein. Movant does not seek to circumvent those provisions, but rather requests that the Court determine whether limited relief can be granted that permits the underlying claim to be liquidated without impairing the protections afforded to the Reorganized Debtors.
78. Movant respectfully submits that the Court possesses the authority to fashion appropriate conditions governing any relief granted. Such conditions may include, without limitation, prohibiting enforcement against the Reorganized Debtors or their protected assets, preserving all defenses available to the Reorganized Debtors and any applicable insurer, limiting the relief to the liquidation of the underlying claim, and requiring that any pursuit of insurance coverage remain subject to the terms of the applicable policy and governing law.
79. Accordingly, Movant respectfully requests that the Court consider the specific language and purpose of the Plan Injunction, the Plan, and the Confirmation Order in determining whether the limited relief requested may be granted without impairing the rights of the Reorganized Debtors or undermining the finality of the confirmed Plan.

### H. The Circumstances Warrant Narrowly Tailored Relief From the Plan Injunction

80. The Court has discretion to determine whether and under what conditions limited relief from the Plan Injunction is appropriate. Movant respectfully submits that the circumstances presented here warrant such relief because Movant seeks only a narrowly tailored modification of the injunction necessary to permit the pursuit and liquidation of a specific prepetition personal-injury claim, without permitting recovery against the Reorganized Debtors or their protected assets.
81. Several circumstances support the requested relief. Movant's claim arises from a specific prepetition incident involving transportation services arranged through ModivCare. Movant made repeated efforts to resolve the dispute directly with ModivCare, pursued administrative avenues for review, submitted a complaint to the Better Business Bureau, communicated with the Georgia Office of the Attorney General, and ultimately made a written demand for settlement before seeking judicial relief.

82. The record further demonstrates that Movant did not intentionally abandon her claim. Rather, Movant continued to pursue a resolution and sought to avoid litigation where possible. Movant's communications with ModivCare and her efforts to obtain a settlement demonstrate a continuing intent to pursue the matter and seek compensation for the damages she contends resulted from the underlying incident.
83. Movant also respectfully submits that the circumstances surrounding her lack of participation in the bankruptcy claims process should be considered. Movant did not receive direct notice of the Chapter 11 proceedings or claims process and first became aware of the bankruptcy proceedings through her own research approximately two weeks before sending her February 27, 2026 demand letter, after the General Bar Date had passed and after the Plan had become effective.
84. Movant's request is further supported by the fact that the relief sought is limited and can be conditioned to protect the Reorganized Debtors. Movant does not seek to collect from the Reorganized Debtors or their protected assets and does not ask this Court to determine the ultimate validity or value of her underlying claim. Instead, Movant seeks only the ability to pursue and liquidate the claim and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage.
85. The Reorganized Debtors will retain all substantive and procedural defenses available to them, including defenses concerning liability, causation, damages, timeliness, statutes of limitation, insurance coverage, policy exclusions, deductibles, and other applicable limitations. Granting limited relief therefore would not constitute a determination that Movant is entitled to recover or that any insurer is obligated to provide coverage.
86. Movant respectfully submits that the balance of the circumstances favors granting the limited relief requested. Denial of all relief would prevent Movant from obtaining a judicial determination of her underlying personal-injury claim and may prevent her from pursuing any insurance rights that may be available. By contrast, narrowly tailored relief subject to appropriate conditions would preserve the protections afforded to the Reorganized Debtors while permitting Movant to pursue the limited procedural relief necessary to liquidate her claim.
87. For these reasons, Movant respectfully requests that the Court exercise its discretion to grant the Motion, subject to such conditions as the Court deems appropriate, including conditions expressly prohibiting any enforcement or collection against the Reorganized Debtors or their protected assets and preserving all rights and defenses of the Reorganized Debtors and any applicable insurer.

## IV. CONCLUSION AND REQUESTED RELIEF

88. For the foregoing reasons, Movant respectfully submits that the Reorganized Debtors' Objection should be overruled and that the Motion for Limited Relief from Plan

Injunction should be granted. Movant has demonstrated good cause for narrowly tailored relief concerning her specific prepetition personal-injury claim and has established that the requested relief can be granted without permitting enforcement or collection against the Reorganized Debtors or their protected assets.

89. Movant respectfully requests that the Court enter an order granting the Motion and providing limited relief from the Plan Injunction sufficient to permit Movant to pursue and liquidate her prepetition personal-injury claim arising from the August 8, 2024 incident and, to the extent permitted by applicable law and any applicable insurance policy, pursue available insurance coverage.
90. Movant further respectfully requests that any relief granted be subject to such conditions as the Court deems appropriate, including, without limitation, that Movant shall not seek to enforce or collect any judgment or recovery against the Reorganized Debtors or any assets protected by the Plan Injunction; that the Reorganized Debtors and any applicable insurer shall retain all rights, defenses, and objections available under applicable law and any applicable insurance policy; and that the granting of limited relief shall not constitute a determination by this Court concerning liability, causation, damages, the validity or value of Movant's claim, or the existence, applicability, or extent of insurance coverage.
91. Movant respectfully requests such other and further relief as the Court deems just and proper.

Respectfully submitted,



Lus Lucy Rosario
Movant, Pro Se
PO BOX 4111
Columbus, GA 31914

July 24, 2026

## CERTIFICATE OF SERVICE

I certify that on JULY 24, 2026, a true and correct copy of **Movant's Response to Reorganized Debtor's Objection to Motion for Limited Relief from Plan Injunction**, together with the accompanying exhibits, was served by United States mail upon the following parties:

**Clerk**

**OFFICE OF THE CLERK/UNITED STATES BANKRUPTCY COURT**
Southern District of Texas
Houston Division
P.O. Box 61010
Houston, TX 77208

**HUNTON ANDREWS KURTH LLP**
Timothy A. ("Tad") Davidson II (Texas Bar No. 24012503)
Catherine A. Rankin (Texas Bar No. 24109810)
Brandon Bell (Texas Bar No. 24127019)
600 Travis Street, Suite 4200
Houston, TX 77002
Telephone: (713) 220-4200

-and-

**LATHAM & WATKINS LLP**
Ray C. Schrock (NY Bar No. 4860631)
Keith A. Simon (NY Bar No. 4636007)
George Klidonas (NY Bar No. 4549432)
Jonathan J. Weichselbaum (NY Bar No. 5676143)
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
**Counsel for the Reorganized Debtors**

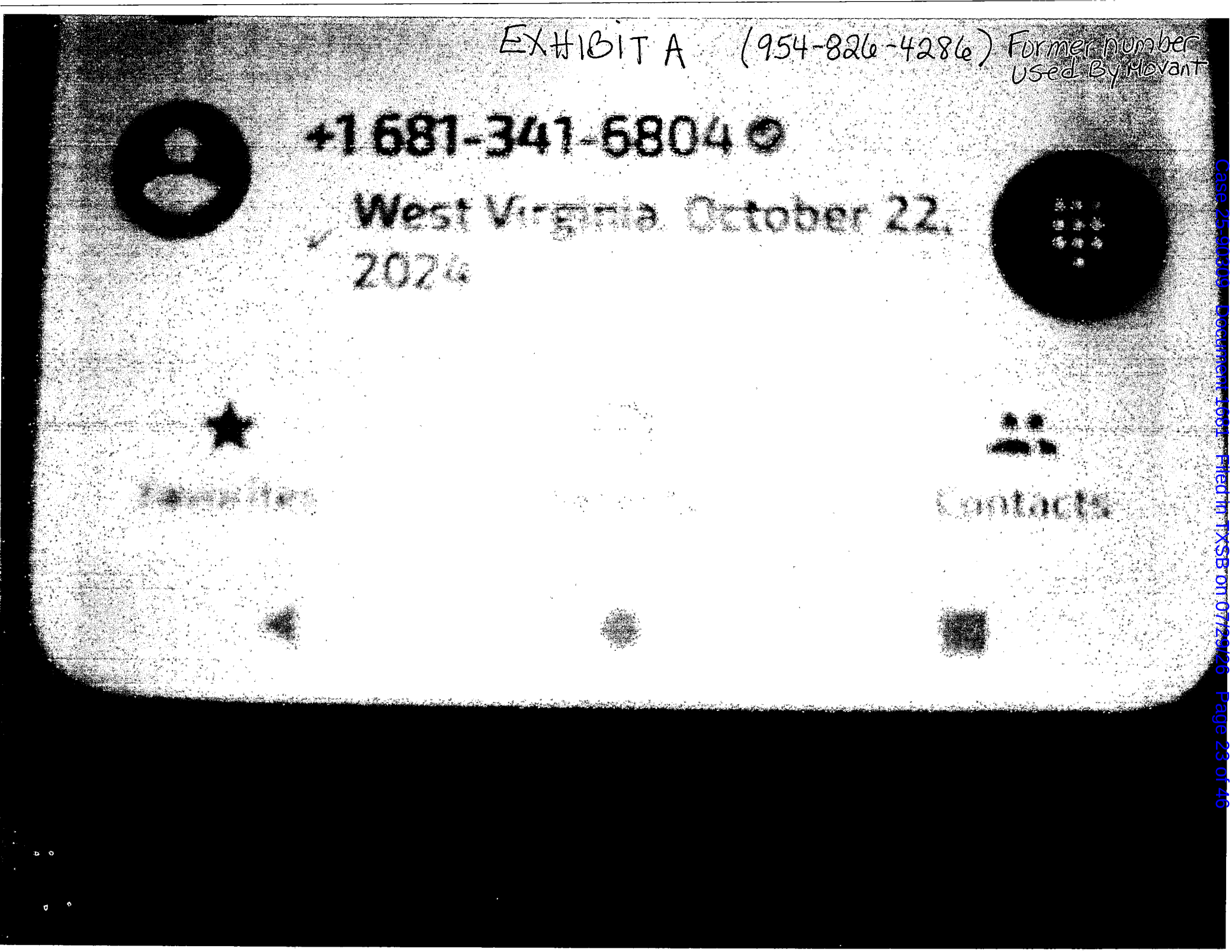
**CLAIMS AGENT**
Kurtzman Carson Consultants LLC DBA Verita Global
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**ModivCare Inc. Case 25-90309**

**EXHIBIT A**

**Telephone Records**

EXHIBIT A (954-826-4286) Former number used By Movant




Case 25-90339 Document 1091 Filed in TXSB on 07/29/26 Page 23 of 46

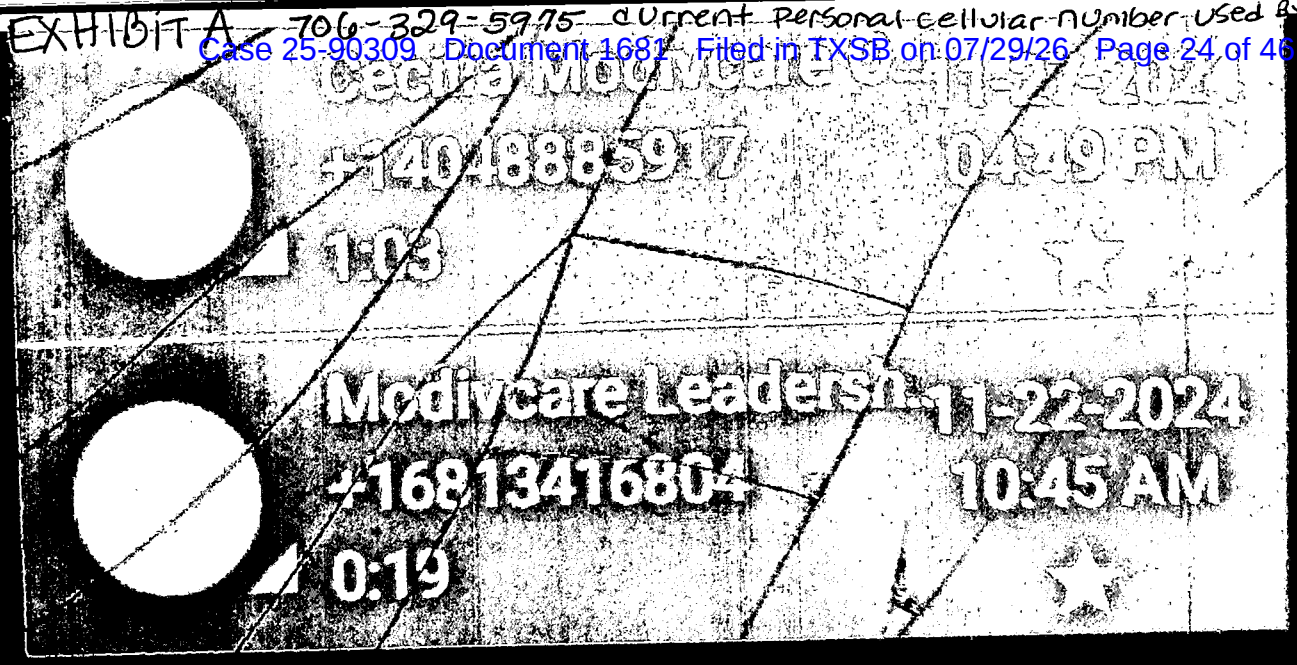

Cecilia Modivcare 11-22-2024
+14048885917
04:49 PM
1:03
Modivcare Leaders... 11-22-2024
+16813416804
10:45 AM
0:19

**EXHIBIT B**

**November 13-14, 2024 ModivCare email**

EXHIBIT B

# Outreach

2 messages

**Jaclyn Robson** <Jaclyn.Robson@modivcare.com> Wed, Nov 13, 2024 at 4:45 PM
To: rosariolucy8@gmail.com <rosariolucy8@gmail.com>

Hello there,

My name is Jaclyn, and I am with Modivcare Corporate Office. I am reaching out due to recent feedback we received regarding transportation services. I attempted to reach you by phone but was unable to speak with you. I would love to speak with you about the concerns, would you mind providing the best day/time to reach you? I look forward to hearing from you soon.

Thanks!

**Jaclyn Robson, Ombudsman Associate**

**Office of Independent Review (OIR)**

**ModivCare** *(formerly LogistiCare)*

1275 Peachtree Street | 6th floor | Atlanta, GA 30309

**Phone:** 681-341-6804

**Email:** jaclyn.robson@modivcare.com | **Website:** modivcare.com

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

PRIVACY NOTICE This message, together with any attachments, is intended only for the use of the individual or entity to which it is addressed. It may contain information that is confidential and prohibited from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this message or any attachment is strictly prohibited. If you have received this message in error, please notify the original sender immediately by telephone or by return e-mail and delete this message, along with any attachments, from your computer. Thank you - ModivCare Solutions, LLC.

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

**l r** <rosariolucy8@gmail.com> Thu, Nov 14, 2024 at 3:05 PM
To: Jaclyn Robson <Jaclyn.Robson@modivcare.com>

Hello Jaclyn,

My phone number is 706-329-5975

Thanks,

Lus Rosario
[Quoted text hidden]

**EXHIBIT C**

**BBB Complaint**

EXHIBIT C

# Complaint ID #: 22125148

## Business Information

**ModivCare**
6900 E Layton Ave Ste 1100
Denver, CO 80237
4048885855

---

## Consumer Information

Rosario , Lus
PO Box 4833
Columbus , GA 31914
9548264286
rosariolucy8@gmail.com

---

## Complaint Details

**Date Filed:** 8/11/2024
**Date Opened:** 08/11/2024
**Date Closed:** 1/9/2025 11:39:03 AM

**Closed as:** Answered (Assumed)

**Nature of the Complaint:** Advertising Issues

[Redacted IN FULL — CONTAINS Sensitive Medical and Personal INFORMATION]

EXHIBIT C

**Consumer's Desired Resolution:**
Refund; Contact by the business

## Complaint Messages/Notes:

---

11/14/2024
Kenzi Buckland

Respond to Complaint
Modivcare takes the responsibility of providing transportation very seriously, understanding that our members rely on our providers to access non-emergency medical services. In response to the member's transportation concerns, we identified a miscommunication between our member care representative and the member regarding the phone number. The appropriate management teams were informed to take further action and ensure clear communication is provided during each call. Additionally, Modivcare has reached out to the consumer and is awaiting a return call to provide further instructions regarding payment details.

---

11/14/2024
Lus Rosario

I do not accept the response made by the business to resolve this complaint

Complaint: 22125148

I am rejecting this response because:

There was never a miscommunication on my end in regards to my phone number. I called Modivcare prior to my surgery to confirm my phone number and home address. I confirmed with Orlando (rep at Modivcare) and he had my correct phone number and correct home address. Additionally, I received a confirmation number from Modivcare indicating I was scheduled with a driver for a pickup at my home address. The driver never appeared. The miscommunication and data error was on their end, not mine.

Sincerely,

Lus Rosario

---

12/12/2024
Kenzi Buckland

EXHIBIT C

Respond to Complaint
Modivcare has contacted the consumer by phone and email using the provided contact information and is currently awaiting a response to address reimbursement concerns. Modivcare is eager to discuss this matter further and would appreciate confirmation of the best contact information to ensure effective communication.

---

12/13/2024
Lus Rosario

I do not accept the response made by the business to resolve this complaint

Complaint: 22125148

I am rejecting this response because:
I was already contacted and communicated with Modivcare's executive team via phone and they have my current contact information. After thorough discussion with Modivcare's rep, I discussed how their negligence has caused me irreparable damages; I requested that Modivcare's legal team contact me with a settlement offer so I can seek the urgent medical care that I require. I also emphasized that If I agree with the settlement offer from Modivcare; I will then close this BBB case as resolved. If I am not pleased with Modivcare's settlement offer; I will then contact my legal team to discuss any and all legal options going forward against Modivcare. Prior to ending our conversation, the Modivcare Rep agreed to notify their legal team and get back to me.
Lus Rosario

Sincerely,

Lus Rosario

---

01/02/2025
Kenzi Buckland

Respond to Complaint
Modivcare Leadership has made several attempts to reach the consumer but have not been successful. We are eager to assist and would like to arrange a convenient time for a phone conversation to better address their request.

---

# EXHIBIT D

## Georgia Attorney General/MFCU Correspondence

EXHIBIT D

# Message from the Georgia Department of Law, Consumer Protection Division (Intranet Quorum IMA00790639)

1 message

**Georgia Department of Law - Consumer Protection Division(imailagent)** <DoNotReply@law.ga.gov> Mon, Aug 26, 2024 at 6:05 PM
To: rosariolucy8@gmail.com

OFFICE OF THE ATTORNEY GENERAL
CONSUMER PROTECTION DIVISION

Re: Reference File Number 614948
Business Name: ModivCare Solutions, LLC

Dear Ms. Rosario:

The Office of the Attorney General, Consumer Protection Division received your correspondence regarding ModivCare Solutions, LLC. Since this division does not handle this type of matter, we have forwarded a copy of your submission to the Georgia Medicaid Fraud Control Unit within the Office of the Attorney General for its review.

You will be contacted should additional information be needed from you.

Thank you.

Sincerely,

cc: Office of the Attorney General, Division Georgia Medicaid Fraud Control Unit (w/attachment)

2 MARTIN LUTHER KING JR DRIVE SE, SUITE 356 ▪ ATLANTA, GEORGIA 30334-9077
Phone: 404-651-8600 ▪ www.consumer.ga.gov
*Christopher M. Carr, Attorney General*

**IQFormatFile.txt**
272 B

**EXHIBIT E**

**July 15, 2024 Ride Confirmation**

EXHIBIT E

1:03

(470) 806-9080

Tuesday, Jul 9, 2024 • 8:45 PM

Texting with (470) 806-9080 (SMS/MMS)

Monday, Jul 15, 2024 • 1:18 PM

Hi LUS, this is Modivcare Ride Center. Thank you for the ride request for 08/08/2024.
This ride is now being matched and confirmed with a transportation company.
No more calls to us are required for ride confirmation and details.
We will text a confirmation to you with the transportation company name, and pickup time no later than 4:00pm the day before your ride.

Reply STOP to stop receiving these messages and opt out of SMS

# EXHIBIT F

## Georgia Department of Community Health

## NEMT Information Sheet

EXHIBIT F

GEORGIA DEPARTMENT
OF COMMUNITY HEALTH

**Brian P. Kemp, Governor**

**Russel Carlson, Commissioner**

2 Martin Luther King Jr. Drive SE, East Tower | Atlanta, GA 30334 | www.dch.georgia.gov

December 4, 2023

18 MGD-1102-D 74397189

LUS ESTER ROSARIO
PO BOX 4833
COLUMBUS, GA 31914-0833

007116 0 1 02 01 0074397189

Dear Medicaid member, Member ID: 222119612012

Please find attached an information sheet explaining Non-Emergency Medical Transportation (NEMT) services.

Enclosure: NEMT Broker Information Sheet

MGD1102D 10/18

***Non-Emergency Medical Transportation***

People enrolled in the Medicaid program need to get to and from health care services, but many do not have any means of transportation. The Non-Emergency Transportation Program (NEMT) provides a way for Medicaid members to get that transportation so they can receive necessary medical services covered by Medicaid.

***How do I get NEMT services?***

If you are an eligible Medicaid member and have no other way to get to medical care or services covered by Medicaid, you can contact a NEMT broker to take you. Members must call the Broker three days in advance, not including day of appointment, to schedule transportation. Same Day Requests, formerly known as Urgent Care requests and a few other exceptions can be arranged more quickly. Each broker has a TOLL-FREE telephone number and is available weekdays (Monday-Friday) from 7 a.m. to 6 p.m. to schedule appointments, etc. 24 hour, 7- day dispatching services are available for calls after hours, including weekends, holidays, hospital discharges, etc. at the toll-free number provided. All counties in Georgia are grouped into one of five regions for NEMT services (North, Atlanta, Central, East and Southwest). You must contact the NEMT Broker serving the county you live in to schedule non-emergency medical transportation. See the chart below to determine which broker serves your county, and their telephone number.

| Region | Broker / Phone number | Counties served |
|---|---|---|
| North | Southeastrans<br><br>Toll free<br>1-866-388-9844<br><br>Local<br>678-510-4555 | Banks, Barrow, Bartow, Catoosa, Chattooga, Cherokee, Cobb, Dade, Dawson, Douglas, Fannin, Floyd, Forsyth, Franklin, Gilmer, Gordon, Habersham, Hall, Haralson, Jackson, Lumpkin, Morgan, Murray, Paulding, Pickens, Polk, Rabun, Stephens, Towns, Union, Walker, Walton, White, and Whitfield |
| Atlanta | Southeastrans<br>404-209-4000 | Fulton, DeKalb and Gwinnett |
| Central | LogistiCare<br><br>Toll free<br>1-888-224-7981 | Baldwin, Bibb, Bleckley, Butts, Carroll, Clayton, Coweta, Dodge, Fayette, Heard, Henry, Jasper, Jones, Lamar, Laurens, Meriwether, Monroe, Newton, Pike, Putnam, Rockdale, Spalding, Telfair, Troup, Twiggs, and Wilkinson |
| East | LogistiCare<br><br>Toll free<br>1-888-224-7988 | Appling, Bacon, Brantley, Bryan, Bulloch, Burke,Camden, Candler, Charlton, Chatham, Clark, Columbia, Effingham, Elbert, Emanuel, Evans, Glascock, Glynn, Greene, Hancock, Hart, Jeff Davis, Jefferson, Jenkins, Johnson, Liberty, Lincoln, Long, Madison, McDuffie, McIntosh, Montgomery, Oconee, Oglethorpe, Pierce, Richmond, Screven, Taliaferro, Tattnall, Toombs, Treutlen, Ware, Warren, Washington, Wayne, Wheeler and Wilkes |
| Southwest | LogistiCare<br><br>Toll free<br>1-888-224-7985 | Atkinson, Baker, Ben Hill, Berrien, Brooks, Calhoun, Chattahoochee, Clay, Clinch, Coffee, Colquitt, Cook, Crawford, Crisp, Decatur, Dooly, Dougherty, Early, Echols, Grady, Harris, Houston, Irwin, Lanier, Lee, Lowndes, Macon, Marion, Miller, Mitchell, Muscogee, Peach, Pulaski, Quitman, Randolph, Schley, Seminole, Stewart, Sumter, Talbot, Taylor, Terrell, Thomas, Tift, Turner, Upson, Webster, Wilcox and Worth |

***What if I have problems with a NEMT broker?***

The Division of Medical Assistance (DMA) monitors the quality of the services brokers provide, including handling consumer complaints and requiring periodic reports from the brokers. If you have a question, comment or complaint about a broker, call Member Services at 1-866-211-0950.

GEORGIA DEPARTMENT
OF COMMUNITY HEALTH

**Brian P. Kemp, Governor** **Russel Carlson, Commissioner**

2 Martin Luther King Jr. Drive SE, East Tower | Atlanta, GA 30334 | www.dch.georgia.gov

When participating in the NEMT program, **members** have certain **responsibilities.** Those responsibilities include:

1 Providing the Broker with correct information so that they can verify your eligibility and schedule transportation. Information required to request a trip:

a. your name, address, phone number and Medicaid ID number;
b. date and time of appointment and time appointment will be completed;
c. physician/facility name, address and phone number;
d. type of Medicaid service being received (to verify if service is covered by Medicaid);
e. type of transportation needed; and,
f. any special needs (such as type of wheelchair, walker, oxygen, escort, car seat, service animal, etc.).

2 Scheduling transportation at least three (3) business days prior to a non-urgent scheduled appointment, not including day of appointment. Same-Day Requests requires verification from your doctor that you must be seen that day.

3 Being ready and at the pick-up location for your ride. The provider will wait 10 minutes from scheduled pick-up time. If the provider arrives early for your scheduled pickup, the 10 minute wait time begins at your scheduled pickup time.

4 Notifying the Broker of any cancellations or changes in your schedule in a timely manner. Two (2) or more no-shows/cancellations may result in suspension or termination from the NEMT program.

5 Acting appropriately and responsibly. Misconduct, including violent or disruptive behavior may result in suspension or termination from the NEMT program.

6 Supplying or administering your own oxygen (if needed) during transport. NEMT vehicles/drivers are not equipped to supply or administer oxygen.

7 If ventilator dependent, notifying Broker that you will have a trained escort and that your ventilator is battery operated. NEMT vehicles are not equipped to maintain ventilators and the drivers cannot care for members who are ventilator dependent.

8 Calling 911 in Emergency situations. NEMT will not provide emergency transportation.

Your NEMT Broker will also provide you with a Member Rider's Guide with additional information.

007116 0 1 02 02 0074397189

**EXHIBIT G**

**STIPULATION AND AGREED ORDER GRANTING RELIEF FROM PLAN INJUNCTION TO FOX CLAIMANTS**

**DOCKET NO. 1617**

**ENTERED JUNE 22, 2026**

**United States Bankruptcy Court**

**Southern District of Texas**

**Houston Division**

Docket #1617 Date Filed: 06/22/2026
United States Bankruptcy Court
Southern District of Texas
ENTERED
June 22, 2026
Nathan Ochsner, Clerk

EXHIBIT G

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

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

**STIPULATION AND AGREED ORDER GRANTING**
**RELIEF FROM PLAN INJUNCTION TO FOX CLAIMANTS**

WHEREAS, on August 20, 2025, the above-captioned Reorganized Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of 11 U.S.C. §§ 101 *et seq*. in the United States Bankruptcy Court for the Southern District of Texas (the "***Court***");

WHEREAS, on March 28, 2026, counsel to Joshua Fox, Adam Fox, and Judith Humphrey-Fox (collectively, "***Claimants***") communicated with counsel to the Reorganized Debtors regarding the existence of a pending personal injury matter styled *Joshua Fox, Adam Fox, and Judith Humphrey-Fox v. All Metro Health Care Services of New York, Inc. and All Metro Home Health Care Services, Inc.*, Case No. 902552-26 in the Supreme Court of Albany County, New York (the proceeding and all claims related thereto, the "***State Court Action***") and the Claimants' desire to prosecute a claim for payment against proceeds of the Reorganized Debtors' insurance policies that may be available;

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

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WHEREAS, the Reorganized Debtors and Claimants (together, the "***Parties***") have conferred and, by and through their undersigned counsel, agreed upon the terms set forth below (this "***Stipulation and Agreed Order***"), which the Parties agree is in the best interests of judicial economy and the efficient administration of the Chapter 11 Cases; and

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

1. Upon the Reorganized Debtors' filing of their *Notice of (I) Order Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates, (II) Occurrence of Such Plan's Effective Date, and (III) Related Deadlines with Respect to Administrative Expense and Rejection Damage Claims* [Docket No. 1134] on December 29, 2025, notifying parties of the effectiveness of the confirmed chapter 11 plan in the Chapter 11 Cases [Docket No. 1055, Exhibit A] (the "***Plan***"),[2] the automatic stay under 11 U.S.C. § 362(a) terminated by operation of law pursuant to 11 U.S.C. § 362(c)(2)(C). For the avoidance of doubt, except for the limited rights set forth in Paragraph 2, nothing herein limits the applicability of the injunction provided in Article X, Section 10.5 of the Plan (the "***Plan Injunction***").

2. Relief from Plan Injunction; Preservation of Claims and Reservation of Rights: (a) effective as of the Stipulation Effective Date (defined below), the Plan Injunction, if and to the extent applicable, shall be modified with respect to the prosecution (by Claimants) and the defense of the State Court Action to allow the State Court Action to proceed to final judgment or settlement, in each case on the terms set forth in this Stipulation and Agreed Order; (b) nothing contained herein shall be interpreted to limit the Claimants' ability, upon the occurrence of the Stipulation

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

Effective Date, to: (i) file and serve any amended pleadings to name and join the Reorganized Debtors' affiliates as additional defendants in the State Court Action, (ii) assert, plead, and prosecute claims against entities other than the Reorganized Debtors, and (iii) undertake discovery, motion practice, and other litigation activity in the State Court Action to the extent necessary to prosecute claims against entities other than the Reorganized Debtors and to pursue any recovery available to Claimants under this Stipulation and Agreed Order; (c) Claimants' rights, claims, and causes of action, if any, against any of the Reorganized Debtors as nominal defendants in order to pursue applicable insurance, the Reorganized Debtors' insurers, and any other parties in the State Court Action are hereby preserved and not released, impaired, waived or enjoined by operation of the Plan (including operation of the Plan Injunction), or the Confirmation Order (as defined below); (d) the Reorganized Debtors reserve all defenses, claims, and rights with respect to the State Court Action, except as expressly provided in this Stipulation and Agreed Order; and (e) nothing herein shall constitute or be deemed an admission of liability or coverage by any party.

3. Any judgment, settlement or recovery by Claimants in the State Court Action against the Reorganized Debtors shall be limited solely to the proceeds, if any, available under applicable insurance policies, and Claimants shall not directly seek or enforce any judgment or recovery against the Estates, Reorganized Debtors, or property thereof, except to the extent of such insurance proceeds. Claimants hereby waive any claim they may have against the Reorganized Debtors or the Estates for any amount in excess of the proceeds of applicable insurance policies (including, without limitation, any distribution on account of any Proof of Claim that has been or may be filed in the Chapter 11 Cases).

4. Nothing in this Stipulation and Agreed Order: (a) alters, amends or otherwise modifies (i) the terms and conditions of any insurance policies issued to the Reorganized Debtors

(or to any of their predecessors) or of any related agreements or (ii) paragraph 24 of the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and its Debtor Affiliates, and (II) Denying Motions of Official Committee of Unsecured Creditors for Leave, Derivative Standing, and Authority to Commence and Prosecute Certain Causes of Action on behalf of Debtors' Estates* [Docket No. 1055] (the "***Confirmation Order***"); (b) relieves the Reorganized Debtors of any obligations to pay any retentions or to pay (or reimburse an insurer for) any deductibles; (c) relieves the Reorganized Debtors of any of their other obligations under the insurance policies and related agreements; (d) creates or permits a direct right of action by Claimants against any of the Reorganized Debtors' insurers; (e) precludes or limits, in any way, the rights of any insurer to contest and/or litigate the existence, primacy and/or scope of available coverage under any allegedly applicable policy or to otherwise assert any defenses to coverage; (f) constitutes a determination or admission that coverage exists with respect to Claimants' claims; or (g) relieves Claimants from their obligations, if any, to file a proof of claim in the Chapter 11 Cases. For the avoidance of doubt, the Plan Injunction is modified, if and to the extent applicable, to allow, but not to require, the Reorganized Debtors' insurers and third party administrators to: (a) administer, handle, defend, settle, and/or pay Claimants' claims (and any costs related thereto) subject to and in accordance with the terms of any applicable insurance policies, any related agreements, or any claim services agreements; and (b) draw on any and all collateral provided by or on behalf of the Reorganized Debtors therefor if and when the Reorganized Debtors fail to pay.

5. This Stipulation and Agreed Order shall be effective upon the date that it becomes a final and non-appealable order (the "***Stipulation Effective Date***"). This Stipulation and Agreed Order shall be binding upon the Parties, their successors, assigns, and any trustee or Reorganized Debtor in the Chapter 11 Cases.

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

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

**THE FOREGOING STIPULATION IS HEREBY APPROVED AND SO ORDERED**

Signed: June 22, 2026

Alfredo R Pérez
United States Bankruptcy Judge

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*Accepted and agreed*

*/s/ Ralph S. Alexander*
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