**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

---x

In re

MODIVCARE INC., *et al.*,

Reorganized Debtors.[1]

Chapter 11

Case No. 25-90309 (ARP)

(Jointly Administered)

---x

**REPLY OF DAVID MOUNTS GONZALES IN SUPPORT OF HIS APPLICATION FOR PAYMENT OF ADMINISTRATIVE CLAIM UNDER 11 U.S.C. § 503 (b)(1)**

David Mounts Gonzales ("Mr. Mounts Gonzales"), a former director of reorganized debtor ModivCare, Inc. ("ModivCare") respectfully submits this reply ("Reply") in support of *Application of David Mounts Gonzales For Payment Of Administrative Claim Under 11 U.S.C. § 503 (b)(1)* [Docket No. 1660] (the "Application") and in response to the Reorganized Debtors' *Objection To David Mounts Gonzales's Application For Payment of Administrative Claim Under 11 U.S.C. § 503 (b)(1)* [Docket No. 1724] (the "Objection").

1. The Objection relies on false and irrelevant aspersions concerning Mr. Mounts Gonzales' performance as a director of ModivCare to avoid its indemnification obligations arising out of Mr. Mounts Gonzales performance of his duties as a director following the filing of the petitions in these cases on August 20, 2025 (the "Petition Date"). The basic facts are not in dispute. Mr. Mounts Gonzales served as a director of ModivCare from March 2025 until his

[1] A complete list of the Reorganized Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' claims and noticing agent at https://www.veritaglobal.net/ModivCare. 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 1100 & 1200, Denver, Colorado 80237.

resignation in early November 2025. Following the Petition Date, while Mr. Mounts Gonzales continued to serve as a director of ModivCare and at ModivCare's request, he (a) voluntarily agreed to be interviewed by the Special Committee of the Board of Directors formed to investigate various potential claims, (b) voluntarily produced documents in his possession relating to his service as director and (c) after resigning as a member of the board of directors 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. There is also no dispute that ModivCare agreed to indemnify Mr. Mounts Gonzales for expenses he incurred in performing his duties as director. Because the expenses at issue were incurred by Mr. Mounts Gonzales post-petition in connection with ModivCare's chapter 11 case as a result as his service as a director and at the specific request of ModivCare, Mr. Mounts Gonzales is entitled to be indemnified for the expenses he incurred.

2. Moreover, contrary to the Objection, Mr. Mounts Gonzales filed a timely claim for payment of an administrative claim with ModivCare's claims agent using the form that the claims agent directed Mr. Mounts Gonzales to use for that specific purpose. See **Exhibit A** hereto.[2] Furthermore, the attachment to the proof of claim that was filed together with the Claim specifically stated that it sought administrative claim priority. See **Exhibit B** hereto. This filing fully complied with the administrative claim bar date set in the Notice of Effective Date. [Doc No. 1134].

3. Mr. Mounts Gonzales has satisfied all of the prerequisites for asserting an administrative claim. Mr. Mounts Gonzales continued to serve as a director post-petition and the

[2] As Exhibit A indicates, although the Notice of Effective Date states that the claims agent will make available on its website a proof of administrative claim form, that form was not available on the website and when contacted by counsel the claims agent advised that Mr. Mounts Gonzales should use the proof of claim form available on the website.

attorneys fees for which he is seeking indemnification all related to his post-petition services. It is well established that services performed post-petition under a pre-petition contract arise post-petition. *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)). An indemnification agreement is not an exception to the general rule. Thus, "when the acts or services requiring indemnification occurred post-position, 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).

4. The cases cited by ModivCare are distinguishable. Thus, the two cases cited in paragraph 47 of the objection, *in re Superior Parts, Inc.* 486 B.R. 728, 739 (Bankr. N.D. Tex. 2012) and *In re Trevino,* 535 B.R. 110, 148 (Bankr. S.D. Tex. 2015) concerned the dischargeability of claims based on a pre-petition agreement, not performance during the administrative period. Similarly, the cases discussed in paragraph 48 of the Objection concerned suits filed post-petition based on pre-petition conduct and did not involve services rendered for the Debtors post-petition. Here the services giving rise to the indemnification claim all arose post-petition in connection with services performed in connection with the reorganization proceeding. Thus, *In re Consolidated Oil & Gas, Inc.,* 110 B.R. 535, 537- 39 (Bankr. D. Colo. 1990) the court determined that "[t]he Claimants here provided services to the Debtor pre-petition, exclusively and entirely" and the claims arose solely out of those pre-petition services. *In re Mid-Am. Waste Sys., Inc.*. 228 B.R. 816, 821-22 (Bankr. D. Del. 1999) is similar. The court in that case determined that the expenses incurred by an officer or director to defend against claims arising exclusively out of pre-petition services did not give rise to an administrative claim. The Debtors also cite *In re Keene Corp,* 208 B.R. 112, 116 (Bankr. S.D.N.Y. 1997),

Objection ¶54, as supporting their arguments. *Keene* observed that "[c]orporate fiduciaries generally rely on the expectation of indemnification, and may recover their legal fees and expenses on an administrative basis, at least to the extent they arise from defending post-petition conduct as an officer or director." *Keene* at 166 (citing *In re Heck Properties).* But, the *Keene* court disallowed administrative claim based on a finding that the "services at issue duplicated or overlapped with those provided by debtor's retained counsel." *Id.* There is no contention here that the services performed for Mr. Mounts Gonzales duplicated the services provided by Debtors' counsel.

5. The services here were performed for the benefit of the estate. The Objection does not dispute that Mr. Mounts Gonzales appeared voluntarily to be interviewed by the Special Committee and answered all of the Committee's questions. Similarly, the Debtors requested Mr. Mounds Gonzales' cooperation to enable the Debtors to comply with document demands made by the Creditors' Committee and with the Committee's request to depose Mr. Mounts Gonzales. Again, there is no dispute that Mr. Gonzales, with the assistance of his counsel, cooperated by reviewing thousands of documents and providing responsive documents to the Debtors for subsequent production to the Creditors' Committee. The Objection points out that the production was limited to documents relating to Mr. Mounts Gonzales service as a director but that is the scope requested by the Committee.[3] The Objection does not dispute that expenses related to this request are covered by the Indemnification Agreement and were the results of requests made by the Debtors post-petition.

6. The Debtors seek to avoid their obligations by casting meritless and irrelevant allegations against Mr. Mounts Gonzles. First, Debtors assert that Mr. Gonzales' cooperation

[3] The Objection, ¶18 observes that documents of the AI Catalyst Fund were not produced but the Committee did not request those documents.

was negated by the unsupported allegation that the Special Committee was investigating claims against Mr. Gonzales. In particular, Mr. Gonzales was never advised that he was a "target" of an investigation, and the Objection' citation to the Debtor's plan confirmation brief for the statement that Mr. Mounts Gonzales was a "target" of the investigation is not supported by that brief. See Objection ¶13 (citing ¶¶ 63, 65, 99 which make no reference to Mr. Mounts Gonzles). In fact, the Special Committee did not identify any "colorable claims" against any directors. Confirmation Brief at ¶ 99. Moreover, whether Mr. Gonzales was a "target" of the investigation is irrelevant. He cooperated fully and voluntarily with the Special Committee's investigation (while serving as a director) and that investigation was certainly a benefit to the Debtors in enabling the Committee to timely complete its investigation, which was a crucial component of the confirmation process.

7. Debtors' claim that a substantial portion of the fees requested was incurred in resisting the estates requests, Objection ¶ 51, is without merit. Mr. Gonzales voluntarily appeared for a deposition by the Committee that was originally scheduled for four hours and by agreement was extended by two additional hours. Following that deposition, the Secured Creditors demanded an additional day of deposition to cross-examine Mr. Mounts Gonzales. The parties subsequently agreed to a compromise in which Mr. Gonzales appeared for two additional hours. Mr. Gonzales was completely within his rights to resist unreasonable demands and that is not a basis for denying his indemnification rights.

8. For similar reasons, with no factual or legal basis, Debtors' contend that Mr. Mounts Gonzales' claim should be denied on the ground that an investment fund with which Mr. Mounts Gonzales is associated, the AI Catalyst Fund, made a settlement demand on the Debtors' first-lien lenders. Objection ¶ 53. First, the settlement discussions to which Debtors refer were

with the AI Catalyst Fund and its counsel, not with Mr. Mounts Gonzales or the counsel who represented him in the chapter 11 case.[4] Second, there is nothing untoward about settlement discussions between shareholders and first-lien lenders, and the Debtors' efforts to mischaracterize those discussions is a red herring and has no impact. *See* **Exhibit C** hereto. (Letter from AI Catalyst's counsel to the office of the United States Trustee dated November 13, 2025, responding to the Debtors' letter referred to in Objection, ¶ 53.) Mr. Mounts Gonzales is not asserting an indemnification claim for any legal work performed on behalf of the AI Catalyst Fund and any claims asserted by the Fund against third parties are not a basis for denying his claim.

9. Debtors' contention that the indemnification claim should be denied based on Section 8.4 of the Plan, Objection ¶¶ 57-59, is also meritless. That provision provides that the reorganized debtors do not assume Mr. Mounts Gonzales's indemnification agreement going forward but cannot and does not negate an administrative claim based on that agreement incurred prior to rejection. *See N.L.R.B. v. Bildisco,* 465 US 513 (1984) (debtor in possession is obligated to pay for reasonable value of services when it continues to receive benefits from counterparty to executory contract and the contract terms are presumed to represent reasonable value). *Accord, Nabors Offshore Corp. v. Whistler Energy II, LLC (In re Whistler Energy II, LLC)*, 931 F.3d 432 (2019).

[4] Contrary to Debtors' suggestion, Kasowitz LLP, who represented Mr. Mounts Gonzales in the Chapter 11 proceeding did not and has never represented the AI Catalyst Fund.

**WHEREFORE**, Mr. Mounts Gonzales respectfully requests that this Court enter an order allowing his administrative claim in the amount of $243,942.00.

Dated: September 16, 2026

Respectfully submitted,

*/s/ Steven Owens*

Steven Owens
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New York, NY 10019
Tel. (212) 506-1700

**Counsel to David Mounts Gonzales**

**Subject:** FW: RE: Web Inquiry re: ModivCare Inc., et al.

**From:** Christopher Estes <cestes@veritaglobal.com>
**Sent:** Wednesday, January 14, 2026 9:13 AM
**To:** Ross G. Shank <RShank@kasowitz.com>
**Cc:** Verita_Call_Center@veritaglobal.com
**Subject:** RE: Web Inquiry re: ModivCare Inc., et al.

Hello,

You can submit the claim form using the electronic proof of claim Form (ePOC)" on the website. We have confirmed there will not be a separate form.

There was a link to the ePOC provided in our previous correspondence or you can go to our website and select the link from the top left of the homepage.

https://www.veritaglobal.net/ModivCare

Best,

**Christopher Estes**
Senior RSS Consultant
Corporate Restructuring
cestes@veritaglobal.com

**Verita**
veritaglobal.com

*KCC is now Verita. Please note updated contact information.*

**From:** Ross G. Shank <RShank@kasowitz.com>
**Sent:** Wednesday, January 14, 2026 7:11 AM
**To:** Christopher Estes <cestes@veritaglobal.com>
**Cc:** !NA Verita Call_Center <Verita_Call_Center@veritaglobal.com>
**Subject:** RE: Web Inquiry re: ModivCare Inc., et al.

Thank you. The instructions say the Proof of Administrative Claims Form is available on KCC's site. It does not appear to be. Any chance you can send me a link to the form? (It doesn't seem to be the form 410 which contains the language "this form should not be used to make a claim for an administrative expense").

Ross G. Shank, Esq.
Kasowitz LLP
1633 Broadway
New York, New York 10019
Tel. (212) 506-1945
Fax. (212) 500-3445
RShank@kasowitz.com

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**From:** Christopher Estes <cestes@veritaglobal.com>
**Sent:** Tuesday, January 13, 2026 1:38 PM
**To:** Ross G. Shank <RShank@kasowitz.com>
**Cc:** !NA Verita Call_Center <Verita_Call_Center@veritaglobal.com>
**Subject:** RE: Web Inquiry re: ModivCare Inc., et al.

**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.**

Hello,

Please see page 2 of the Notice of Effective Date *(linked below)* for deadlines and procedures for filing Administrative Claims and Contract Rejections.

"February 5, 2026 (the "Administrative Claims Bar Date") was established by the Court as the deadline by which holders of Administrative Claims must file proofs of administrative claim against the Reorganized Debtors. The proof of administrative claim form (the "Proof of Administrative Claim Form") is available free of charge on the website of the Reorganized Debtors' claims and noticing agent Kurtzman Carson Consultants, LLC (d/b/a Verita Global) (the "Claims and Noticing Agent"): **https://epoc.veritaglobal.net/TACOU.ASPX?epoc=modivcar3** (the "Restructuring Website")."

- Notice of Effective Date **[DN 1134]**

Best,

**Christopher Estes**
Senior RSS Consultant
Corporate Restructuring
cestes@veritaglobal.com

**Verita**
veritaglobal.com

*KCC is now Verita. Please note updated contact information.*

**From:** noreply@veritaglobal.com <noreply@veritaglobal.com>
**Sent:** Monday, January 12, 2026 2:45 PM
**To:** !NA Verita ModivCare <ModivCareinfo@veritaglobal.com>; !NA Verita Call_Center <Verita_Call_Center@veritaglobal.com>
**Subject:** Web Inquiry re: ModivCare Inc., et al.

Full Name: Ross Shank
Organization: Kasowitz LLP
Street Address 1: 1633 Broadway
Street Address 2:
City: New York
State: NY

Zip: 10019
Country: United States
Email address: rshank@kasowitz.com
Phone: (212) 506-1945
Fax:
Relationship to Debtor: Counsel for Creditor

Please email a copy of the Proof of Administrative Claim Form. I have not been able to locate it online.

The information in this e-mail and any attachments are for the sole use of the intended recipient and may contain privileged or confidential information. Delivery to other than the intended recipient shall not be deemed to waive any privilege. Any unauthorized use, disclosure, copying or distribution of this message or attachment is strictly prohibited. If you believe that you have received this e-mail in error, please contact the sender immediately and delete the e-mail and all of its attachments.

The information in this e-mail and any attachments are for the sole use of the intended recipient and may contain privileged or confidential information. Delivery to other than the intended recipient shall not be deemed to waive any privilege. Any unauthorized use, disclosure, copying or distribution of this message or attachment is strictly prohibited. If you believe that you have received this e-mail in error, please contact the sender immediately and delete the e-mail and all of its attachments.

**Fill in this information to identify the case:**

Debtor 1 ModivCare Inc.

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Southern District of Texas

Case number 25-90309

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 of 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 Gonzalez
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) |
|---|---|
| Kasowitz LLP, Attn David J. Mark<br>Name | _____<br>Name |
| 1633 Broadway<br>Number Street | _____<br>Number Street |
| New York NY 10019<br>City State ZIP Code | _____<br>City State ZIP Code |
| Contact phone (212) 506-1700 | 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? _____

**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 of property:**
☐ Real estate. If the claim is secured by the debtor's principal 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 amounts 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: _____

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.

☑ No

☐ Yes. *Check one:*

| | Amount entitled to priority |
|---|---|
| ☐ 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.

## 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 acknowledgment 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 a 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 _____
MM / DD / YYYY

_____
Signature

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

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

Title: Counsel

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

Address: 1633 Broadway
Number Street

New York (City) NY (State) 10019 (ZIP Code)

Contact phone: (212) 506-1700 Email: DMark@kasowitz.com

**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 |
| Debtors. | ) | Jointly Administered |

**ATTACHMENT TO PROOF OF CLAIM OF DAVID MOUNTS GONZALES**

1. David Mounts Gonzales ("Claimant") hereby submits this proof of administrative claim ("Proof of Administrative Claim") against debtor ModivCare Inc. ("ModivCare"). On August 20, 2025 (the "Petition Date"), ModivCare and its affiliated debtors (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

2. Claimant submits this Proof of Administrative Claim pursuant to the *Notice of (I) Entry of 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* and instructions from the Debtors' claims and noticing agent Kurtzman Carson Consultants, LLC (d/b/a Verita Global).

3. Prior the Petition Date, Claimant was appointed as a member of the Board of Directors of 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**. Following the Petition Date, Claimant continued to serve as a director of ModivCare and, at the Debtors' request, voluntarily

(a) agreed to be interviewed by the special committee, (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 agreed to sit for a deposition.

4. Pursuant to the Indemnification Agreement, Claimant is entitled to full indemnification and advancement of his legal expenses from ModivCare (the "Indemnity Obligation"). Since the Petition Date, Claimant has incurred unreimbursed legal expenses within the scope of the Indemnity Obligations in the amount of $243,942.00.

5. The Claims are not subject to any setoff or counterclaim.

6. The Claims are not subject to subordination under any provisions of the Bankruptcy Code or applicable law.

7. Claimant reserves all rights and remedies, including, but not limited to, its rights against all other creditors and any and all other persons and entities.

8. The filing of this Proof of Claim is not intended to be and should not be construed as (a) a statement of all claims or facts supporting the claims of Claimant, (b) an election of remedies, (c) a waiver of any past, present or future defaults or events of default, or (d) a waiver or limitation of any rights, claims or causes of action of Claimant.

9. Claimant reserves the right to amend and/or supplement this Proof of Claim to reflect any additional claims of whatever kind or nature that it has or may have against the Debtors, including, without limitation, any claims for (a) attorneys' fees incurred both before and after the Petition Date, (b) costs, expenses, fees and other charges incurred both before and after the Petition Date, (c) interest accrued both before and after the Petition Date, (d) claims for punitive damages that are not compensation for actual pecuniary losses suffered to the extent permitted by applicable law; and (e) all other claims at law or in equity.

# 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

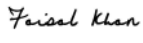
Envelope Id: C3EB7446-26E9-437B-A148-E5C7D583B3A5
Status: Completed
Subject: Complete with Docusign: MODV - Form Indemnification Agreement
Source Envelope:
Document Pages: 16
Signatures: 2
Envelope Originator:
Certificate Pages: 5
Initials: 0
Faisal Khan
AutoNav: Enabled
Faisal.Khan@modivcare.com
EnvelopeId 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<br>dmg@aicatfund.com<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 146.75.233.18 | Sent: 5/20/2025 1:38:26 PM<br>Viewed: 5/30/2025 6:48:24 AM<br>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<br>faisal.khan@modivcare.com<br>General Counsel<br>Security Level: Email, Account Authentication (None) | <br>Signature Adoption: Pre-selected Style<br>Using IP Address: 209.245.15.20 | Sent: 5/20/2025 1:38:26 PM<br>Viewed: 5/20/2025 1:38:40 PM<br>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.

OLSHAN

1325 AVENUE OF THE AMERICAS ▪ NEW YORK, NEW YORK 10019
TELEPHONE: 212.451.2300 ▪ FACSIMILE: 212.451.2222

EMAIL: AFRIEDMAN@OLSHANLAW.COM
DIRECT DIAL: 212.451.2216

November 13, 2025

**VIA U.S. MAIL AND EMAIL**
Jana Smith Whitworth
Millie Sall
Office of the United States Trustee
515 Rusk Avenue, Suite 3516
Houston, Texas 77002
Jana.Whitworth@usdoj.gov
Millie.Sall@usdoj.gov

***In re: In re Modivcare Inc., Case No. 25-90309 (ARP) (jointly administered)***

Dear Ms. Whitworth and Ms. Sall:

We write in response to the letter (the "Letter") from Latham & Watkins LLP ("Latham") dated November 12, 2025, which concerns a confidential Rule 408 settlement phone call on November 10, 2025, between counsel for the ad hoc group of secured lenders, Paul Hastings LLP, counsel for AI Catalyst Fund, Olshan Frome Wolosky LLP, and counsel for the Debtors in this case, Latham. The Letter results from a Debtor intrusion into what was supposed to be a confidential settlement discussion solely among private non-estate parties. Latham's reason for insisting on participating in a settlement call that had nothing to with the Debtors is now obvious – their improper attendance and patently baseless letter is a transparent attempt to intimidate Mr. Mounts Gonzales, AI Catalysts' co-managing partner, who is scheduled to appear at a deposition scheduled for tomorrow. Such gamesmanship should not be tolerated.

While we will not respond to each of the Letter's unfounded accusations, which the Letter itself concedes could be a result of Latham's "misunderstanding," we do feel compelled to respond to some of its more inaccurate and misleading statements.

*First*, the Debtors' Letter insinuates that an ordinary Rule 408 settlement discussion between non-estate parties was somehow untoward. It wasn't. AI Catalyst has serious claims and concerns regarding the lenders' actions relating to this case. Likewise, Mr. Mounts Gonzales, co-manager of AI Catalyst, has longstanding and well-known concerns about various pre-petition acts taken by the lenders and certain estate fiduciaries appointed by the lenders. He has also previously informed the Board of his opinion that the head of the "one-man" independent investigations committee, charged with conducting an investigation, Mr. Daniel Silvers, was insufficiently independent and disinterested from the lenders, and incapable of investigating his own independence and disinterestedness, let alone material transactions with the lender group who appointed him to the Debtors' board.

After Mr. Mounts Gonzales resigned from the board, AI Catalyst through Olshan requested a settlement meeting with the lenders and, in a gesture of good faith and transparency, notified the Debtors of its intended call. In response, Latham conveyed to us they were supportive of settlement discussions. Neither the Debtors nor their counsel were invited by AI Catalyst to participate in what was arranged as a private party, non-debtor settlement call, between counsel for AI Catalyst and the counsel for the Ad Hoc Lender Group. While AI Catalyst was hopeful Latham's uninvited attendance was in furtherance of its support for a settlement and in good faith, the true motive, however, appears far more nefarious: to intimidate and improperly damage the credibility of a witness.

After first agreeing that all discussions were strictly confidential and for settlement purposes only, Olshan outlined AI Catalyst's concerns that could impact recoveries on account of its potential claims against third parties, including the lenders, that the proposed chapter 11 plan releases, including third party releases of claims AI Catalyst has against the lenders. Due to its concerns, Olshan also outlined the inadequacy of the Debtors' internal investigation, and that AI Catalyst is considering its options, including filing a motion for an examiner, and believes there are legitimate grounds to do so.

Importantly, as Debtors admit, AI Catalyst stated it had no intention to object to the plan and merely sought to preserve its own claims it was seeking to settle with the lenders. Contrary to the suggestions made in the Letter, AI Catalyst's counsel made no demands, let alone inappropriate ones. Rather, when asked by Paul Hastings, counsel for the lenders, what would it take to settle, AI Catalyst's counsel made a proposal to settle its claims.

Settlement discussions between AI Catalyst Fund and the first-lien lenders are entirely common and not in any way inappropriate. To the contrary, such settlement discussions routinely occur and are encouraged in Chapter 11 cases. As the Letter concedes, AI Catalyst made no demands or requests from the Debtors or the estates. It only offered to settle with the lenders. Counsel for AI Catalyst also indicated its willingness to have any settlement included in the plan if the Debtors believed that was required. Debtors' suggestions to the contrary are spurious.

AI Catalyst wants to avoid costly and time-consuming litigation, but it owes duties to its own investors to pursue recoveries to AI Catalyst on account of valid claims for which the lenders are seeking releases from AI Catalyst for no value. Settlement discussions to achieve this goal are wholly reasonable and appropriate.

We are available if the U.S. Trustee would like to discuss.

Respectfully submitted,



Adam H. Friedman