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

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

**STIPULATION AND AGREED ORDER RESOLVING: (I) PROOFS OF CLAIM FILED BY THE HINES CLAIMANTS; AND (II) REORGANIZED DEBTORS' OBJECTIONS THERETO**
**[Related to Docket Nos. 1742, 1744]**

This stipulation and agreed order (this "***Stipulation***") is entered into by and among, on the one hand, ModivCare Solutions, LLC ("***ModivCare Solutions***"), ModivCare Inc., and their reorganized debtor affiliates in the above-captioned cases (collectively, the "***Reorganized Debtors***" and prior to the Effective Date, the "***Debtors***")[2] and, on the other hand, Marquis Hines (in both his individual capacity and in his capacity as Settlement Class Representative to conditionally certified class in the Hines Action), Ronald Hines, Lisa Hawkins, and Butler Curwood, PLC (collectively, the "***Hines Claimants***" and together with the Reorganized Debtors, collectively, the "***Parties***"):

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

[2] Capitalized terms used, but not defined herein, have the meanings ascribed to them in the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates and (II) Denying Motions of Official Committee of Unsecured Creditors for Leave, Derivative Standing, and Authority to Commence and Prosecute Certain Causes of Action on Behalf of Debtors' Estates* [Docket No. 1055] (the "***Confirmation Order***"), the *Reorganized Debtors' Objection to Proof of Claim Number 1579* [Docket No. 1742] (the "***Hines Class Claim Objection***"), or the *Reorganized Debtors' Objection to Proof of Claim Number 1560* [Docket No. 1744] (the "***Hines Class Counsel Claim Objection***"), as applicable.

## RECITALS

**WHEREAS**, prior to the Petition Date, Marquis Hines and Ronald Hines (the "***Hines Plaintiffs***") filed a complaint against ModivCare Solutions in the United States District Court for the Eastern District of Virginia (the "***District Court***"), which action is styled *Hines v. ModivCare Sols., LLC*, Civ. A. No. 3:23-cv-273-HEH (the "***Hines Action***");

**WHEREAS**, through the Hines Action, the Hines Plaintiffs asserted claims against ModivCare Solutions: (i) for violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (the "***FLSA***"); Virginia's Misclassification Law, Va. Code § 40.1-28.7:7; the Virginia Overtime Wage Act, Va. Code § 40.1-29.2; and the Virginia Wage Payment Act, Va. Code § 40.1-29 premised on allegations that ModivCare Solutions failed to pay the Hines Plaintiffs and other purportedly similarly-situated individuals minimum and overtime wages because ModivCare allegedly misclassified the Hines Plaintiffs and such other purportedly similarly-situated individuals as independent contractors when they were, according to the Hines Plaintiffs, in fact employees of ModivCare Solutions; and (ii) individual claims under the FLSA premised on allegations that the Hines Plaintiffs were improperly terminated in retaliation for complaints about such alleged wage violations;

**WHEREAS**, prior to the Petition Date, the District Court entered the FLSA Collective Conditional Certification Order which, among other things, conditionally certified an FLSA collective, and, following the issuance of notice to the putative FLSA collective members after entry of the FLSA Conditional Certification Order, twenty-nine (29) individuals were determined to have properly opted into the FLSA collective, including the Hines Plaintiffs;

**WHEREAS**, prior to the Petition Date, ModivCare Solutions and the Hines Plaintiffs executed the Hines Settlement, and, upon the unopposed motion of the Hines Plaintiffs, the District Court entered the Conditional Certification Order, which preliminarily approved the Hines

Settlement and set a hearing for September 18, 2025, to consider final approval of the Hines Settlement (such hearing, the "***Final Approval Hearing***");

**WHEREAS**, prior to the Final Approval Hearing, ModivCare Solutions and the other Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "***Court***") commencing the Chapter 11 Cases and staying the Hines Action;

**WHEREAS**, the Hines Claimants filed the following proofs of claim in the Chapter 11 Cases:

(i) Proof of Claim No. 1579 filed by Marquis Hines in his capacity as "Settlement Class Representative" (the "***Hines Class POC***");

(ii) Proof of Claim No. 1560 filed by Butler Curwood, PLC (the "***Hines Class Counsel POC***"); and

(iii) Proof of Claim No. 966 filed by Lisa Hawkins in her individual capacity, Proof of Claim No. 1573 filed by Marquis Hines in his individual capacity, and Proof of Claim No. 1577 filed by Ronald Hines (together, the "***Hines Individual POCs***" and together with the Hines Class POC and the Hines Class Counsel POC, collectively, the "***Hines POCs***");

**WHEREAS**, the Reorganized Debtors objected to the Hines Class POC in the Hines Class Claim Objection and the Hines Class Counsel POC in the Hines Class Counsel Claim Objection (*see* Docket Nos. 1742, 1744) (collectively, the "***Hines POC Objections***"); and

**WHEREAS**, the Parties have conferred in good faith and agreed to resolve the Hines Action, the Hines POCs, and the Hines POC Objections.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE COURT OF THIS STIPULATION, IT IS SO ORDERED AS FOLLOWS:**

1. Solely for purposes of this Stipulation, and without any admission by any Party, the Hines Class POC (Proof of Claim No. 1579) shall be Allowed (as defined in the Plan) against ModivCare Solutions in the aggregate sum of $1,595,000.00, which sum is comprised of (i) an Allowed Class 4 General Unsecured Claim (as defined in the Plan) in the amount of $1,550,000.00, and (ii) an Allowed Class 2 Other Priority Claim (as defined in the Plan) in the amount of $45,000.00 (the "***Allowed Hines Claim***").

2. The Hines Class Counsel POC (Proof of Claim No. 1560) and the Hines Individual POCs (Proof of Claim Nos. 966, 1573, and 1577) are disallowed and expunged in their entirety.

3. Nothing in this Stipulation guarantees or fixes any particular percentage recovery, distribution amount, or distribution date on account of the Allowed Hines Claim.

4. The Hines Claimants shall take any and all action necessary to obtain the dismissal *with prejudice* of the Hines Action by the date that is ten (10) Business Days (as defined in the Plan) after the Court enters an order approving this Stipulation or as soon as reasonably practicable thereafter.

5. Other than with respect to the Allowed Hines Claim, the Hines Claimants hereby release and discharge the Reorganized Debtors and ModivCare TopCo, LLC from any and all Claims arising from or related to the Hines Action or the Hines POCs.

6. The Parties agree that this Stipulation does not constitute, nor will it be asserted as constituting, a breach of any confidentiality or non-disparagement provision of any prior settlement agreement, including, but not limited to, the Hines Settlement, between or among the

Parties, and each Party waives any claim to the contrary arising from the execution, entry into, and/or filing of this Stipulation.

7. This Stipulation constitutes a compromise of disputed matters. Neither this Stipulation nor the Reorganized Debtors' agreement to the allowance of the Allowed Hines Claim constitutes an admission by any Party as to (i) the timeliness, validity, amount, priority, or merits of the Hines POCs or any other alleged claim, (ii) any allegation, position, or entitlement to relief asserted in the Hines POCs or the Hines Action, or (iii) the enforceability, scope, or validity of any prior settlement agreement or release, including, but not limited to, the Hines Settlement, between or among the Parties.

8. Each person executing this Stipulation represents that such person has authority to execute and deliver this Stipulation on behalf of the applicable Party.

9. This Stipulation may be executed in counterparts, each of which shall be deemed an original, and electronic signatures shall have the same force and effect as original signatures.

10. Upon the Court's entry of an order approving this Stipulation, the Parties are authorized and directed to take all actions necessary to effectuate the terms of this Stipulation.

11. To the fullest extent permitted by applicable law, the Parties consent to the exclusive jurisdiction of the Court with respect to any dispute regarding the interpretation, implementation, or enforcement of this Stipulation, including, without limitation, with respect to the Hines Claimants' obligation to cause the dismissal *with prejudice* of the Hines Action as set forth in paragraph 4 of this Stipulation.

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

Dated: _____, 2026
Houston, Texas

_____
UNITED STATES BANKRUPTCY JUDGE

**IN WITNESS WHEREOF**, the Parties, by their undersigned counsel, executed this Stipulation as of the date written below.

Dated: November 5, 2026

*s/ Timothy A. ("Tad") Davidson II*
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