Docket #1867 Date Filed: 11/05/2026

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

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 LYONS CLAIMANTS; AND (II) REORGANIZED DEBTORS' OBJECTIONS THERETO
[Related to Docket Nos. 1745, 1746, and 1747]

This stipulation and agreed order (this "***Stipulation***") is entered into by and among, on the one hand, ModivCare Inc. ("***ModivCare***"), ModivCare Solutions, LLC ("***ModivCare Solutions***"), Ride Plus LLC ("***Ride Plus***" and together with ModivCare and ModivCare Solutions, collectively, the "***Debtor Defendants***") 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, Easter Lyons (in her individual capacity, in her capacity as the PAGA Claimant, and in her purported capacity as "Settlement Class Representative" on behalf of the putative class

[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' Nineteenth Omnibus Objection to Certain Claims (Invalid Claims)* [Docket No. 1745] (the "***Lyons Class Claims Objection***"), the *Reorganized Debtors' Twentieth Omnibus Objection to Certain Claims (Invalid Claims)* [Docket No. 1746] (the "***Lyons Class Counsel Claims Objection***"), or the *Reorganized Debtors' Twenty First Omnibus Objection to Certain Claims (Invalid Claims)* [Docket No. 1747] (the "***Lyons Individual and PAGA Claims Objection***"), as applicable.

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in the Lyons Action) and Lauby, Mankin & Lauby LLP (collectively, the "***Lyons Claimants***" and together with the Reorganized Debtors, collectively, the "***Parties***"):

RECITALS

WHEREAS, prior to the Petition Date, Easter Lyons (the "***Lyons Plaintiff***") initiated a statewide representative action (the "***Lyons Action***") against the Debtor Defendants in the Superior Court of California, County of San Bernardino (the "***California State Court***");

WHEREAS, through the Lyons Action, the Lyons Plaintiff (i) asserted claims against the Debtor Defendants premised on allegations that the Lyons Plaintiff and all other individuals who performed transportation services using the Debtor Defendants' mobile applications were misclassified as independent contractors and, as a result, allegedly suffered violations of the California Labor Code, and (ii) sought penalties pursuant to California's Private Attorneys General Act ("***PAGA***") for failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to reimburse business expenses, failure to timely pay wages during employment and at termination, failure to maintain meal time records, and failure to provide accurate, itemized wage statements;

WHEREAS, prior to the Petition Date, the Debtor Defendants and the Lyons Plaintiff reached agreement in principle on the terms of a settlement that would, subject to the negotiation and entry into a formal settlement agreement and the California State Court's approval of any such settlement, resolve the claims asserted in the Lyons Action;

WHEREAS, prior to the Petition Date, the California State Court approved the Lyons Stipulation pursuant to which the Lyons Plaintiff was granted leave to file an amended complaint to assert claims on behalf of a putative class for purposes of facilitating a settlement;

WHEREAS, prior to (i) the Lyons Plaintiff filing an amended complaint asserting claims on behalf of a putative class for settlement purposes, and (ii) the Lyons Plaintiff and the Debtor

Defendants entering into a formal settlement agreement, the 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 Lyons Action;

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

(i) Proof of Claim Nos. 1568, 1569, and 1649 filed by Easter Lyons in her capacity as "Settlement Class Representative" (collectively, the "***Lyons Class Claims***");

(ii) Proof of Claim Nos. 1562, 1563, and 1597 filed by Easter Lyons in her individual capacity (collectively, the "***Lyons Individual Claims***");

(iii) Proof of Claim Nos. 1565, 1571, and 1614, filed by Easter Lyons as "Private Attorney General" (collectively, the "***Lyons PAGA Claims***", and together with the Lyons Individual Claims, the "***Lyons Individual and PAGA Claims***"); and

(iv) Proof of Claim Nos. 1558, 1567, and 1575 filed by Lauby, Mankin & Lauby LLP (collectively, the "***Lyons Class Counsel Claims***", and together with the Lyons Class Claims and the Lyons Individual and PAGA Claims, collectively, the "***Lyons Claims***");

WHEREAS, the Reorganized Debtors objected to (i) the Lyons Class Claims in the Lyons Class Claims Objection, (ii) the Lyons Individual and PAGA Claims in the Lyons Individual and PAGA Claims Objection, and (iii) the Lyons Class Counsel Claims in the Lyons Class Counsel Claims Objection (*see* Docket Nos. 1745, 1746, and 1747) (collectively, the "***Lyons Claims Objections***"); and

WHEREAS, the Parties have conferred in good faith and agreed to resolve the Lyons Action, the Lyons Claims, and the Lyons Claims 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, Proof of Claim No. 1649 shall be Allowed (as defined in the Plan) against Ride Plus in the aggregate sum of $800,000.00, which sum is comprised of (i) an Allowed Class 4 General Unsecured Claim (as defined in the Plan) in the amount of $760,000.00, and (ii) an Allowed Class 2 Other Priority Claim (as defined in the Plan) in the amount of $40,000.00 (the "***Allowed Lyons Claim***").

2. The Lyons Individual and PAGA Claims (Proof of Claim Nos. 1562, 1563, 1565, 1571, 1597, and 1614), the Lyons Class Counsel Claims (Proof of Claim Nos. 1558, 1567, and 1575), and Proof of Claim Nos. 1568 and 1569 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 Lyons Claim.

4. The Lyons Claimants shall take any and all action necessary to obtain the dismissal *with prejudice* of the Lyons 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 Lyons Claim, the Lyons Claimants hereby release and discharge the Reorganized Debtors from any and all Claims arising from or related to the Lyons Action or the Lyons Claims.

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 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 Lyons Claim constitutes an admission by any Party as to (i) the timeliness, validity, amount, priority, or merits of the Lyons Claims or any other alleged claim, (ii) any allegation, position, or entitlement to relief asserted in the Lyons Claims or the Lyons Action, or (iii) the enforceability, scope, or validity of any prior settlement agreement or release 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 Lyons Claimants' obligation to cause the dismissal *with prejudice* of the Lyons 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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