

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**STIPULATION AND AGREED ORDER
REGARDING THE ST. FORT LIFT STAY MOTION**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) and Stephanie St. Fort, individually and as mother and natural guardian of Rose Maria St. Fort, Hyvie Beauvin, and Maybelle St. Fort (collectively, the “Movants,” and together with the Debtors, the “Parties”) hereby enter into this stipulation and agreed order (this “Stipulation and Agreed Order”) as follows:

WHEREAS, on March 1, 2024, the Movants were involved in a rear-end automobile accident (the “Incident”) with the Debtors’ employee, Annette Marie Paul (“Paul” and together with the Debtors, collectively, the “Defendants”);

WHEREAS, the Debtors had various insurance policies in effect at the time of the Incident, including policy BAP 5252136-10 issued by Zurich American Insurance Company, which is the subject of Movants’ claims (the “Zurich Policy”);

WHEREAS, the Debtors dispute any and all liability with regard to all of the claims or causes of action asserted by the Movants relating to the Incident;

¹ A complete list of the Debtors (as defined below) in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

WHEREAS, on November 11, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Court”);

WHEREAS, on November 12, 2024, the Debtors filed the *Debtors’ Emergency Motion for Entry of Interim and Final Orders to Enforce the Automatic Stay or in the Alternative Extend the Automatic Stay to Non-Debtor Defendants* [Docket No. 17] (the “Stay Extension Motion”) seeking extension of the automatic stay imposed by section 362(a) of the Bankruptcy Code to Non-Debtor Defendants (as defined in the Stay Extension Motion), and the Court entered the *Amended Interim Order Enforcing the Automatic Stay* [Docket No. 69] (the “Stay Extension Order”) staying all Lawsuits (as defined in the Stay Extension Motion) in their entirety, including claims against the Non-Debtor Defendants, on an interim basis;

WHEREAS, on March 5, 2025, the Movants filed the *Claimant Stephanie St. Fort, Individually and as Mother and Natural Guardian of Rose Maria St. Fort, Hyvie Beauvin and Maybelle St. Fort’s Motion for Relief from Automatic Stay as to Allow Insurance Covered Liability Claims and Possible Action to Proceed* [Docket No. 1625] (the “Lift Stay Motion”) seeking to lift the automatic stay with respect to the Debtors to proceed against the Debtors’ automobile insurance proceeds of any applicable insurance policies; and

WHEREAS, on February 20, 2025, the Court entered the *Amended Final Order (I) Enforcing the Automatic Stay to Non-Debtor Defendants, and (II) Granting Related Relief* [Docket No. 1480] (the “Final Stay Extension Order”).

NOW, THEREFORE, IT IS STIPULATED AND AGREED:

1. The Parties agree that the automatic stay imposed by section 362(a) of the Bankruptcy Code and extended to Non-Debtor Defendants in the Incident pursuant to the Final Stay Extension Order is modified, solely to allow: (a) the Movants to proceed against the Zurich

Policy; and (b) the Debtors' insurers and third party administrators to administer, handle, defend, settle, and/or pay the Movants' claims (and any costs related thereto) subject to and in accordance with the terms of any claim services agreements.

2. Nothing in this Stipulation and Agreed Order shall (i) alter, amend or otherwise modify the terms and conditions of any allegedly applicable insurance policies (including the Zurich Policy) issued or providing coverage to the Debtors or of any related agreements, or of any claim services agreements; (ii) relieve the Debtors of any obligations to pay any retentions or to pay (or reimburse an insurer for) any deductibles; (iii) relieve the Debtors of any of their other obligations under any insurance policies (including the Zurich Policy) and any related agreements, or of any claim services agreements; (iv) create or permit a direct right of action by any claimants against any of the Debtors' insurers; (v) preclude or limit, in any way, the rights of any insurer to contest and/or litigate the existence, primacy, and/or scope of available coverage under any allegedly applicable insurance policy (including the Zurich Policy) or to otherwise assert any defenses to coverage; (vi) constitute a finding, admission or determination as to the existence of coverage or the applicability of any insurance policy (including the Zurich Policy) to Movants' claims; or (vii) relieves Movants from the obligation, if any, to file a proof of claim.

3. Except as set forth herein, the Final Stay Extension Order remains a fully enforceable order and the automatic stay's application to the Debtors and all other Non-Debtor Defendants in the Incident, including Paul, shall remain in full force and effect.

4. Entry of this Stipulation and Agreed Order shall resolve the Lift Stay Motion and any other relief sought in the Lift Stay Motion shall be deemed denied.

5. Nothing in this Order shall prejudice the right of the Debtors or the Movants to seek additional relief from the Court related to the automatic stay pursuant to section 362 of the Bankruptcy Code.

6. This Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Dated: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO THIS 8TH DAY OF APRIL, 2025:

By: /s/ Marcus A. Helt

Marcus A. Helt (Texas Bar #24052187)

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