

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**SIXTH SUPPLEMENTAL DECLARATION  
OF JAMES SEITZ AS DIRECTOR OF INSURANCE OF  
WELLPATH HOLDINGS, INC. AND CERTAIN OF ITS AFFILIATES AND  
SUBSIDIARIES IN SUPPORT OF THE DEBTORS' FOURTH OMNIBUS  
OBJECTION TO MOTIONS FOR RELIEF FROM THE AUTOMATIC STAY**

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I, James Seitz, hereby declare under penalty of perjury:

1. I submit this declaration (this "Declaration"), as a supplement to my prior declarations dated January 7, 2025,<sup>2</sup> January 10, 2025,<sup>3</sup> January 12, 2025,<sup>4</sup> February 11, 2025,<sup>5</sup>

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<sup>1</sup> 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.

<sup>2</sup> *Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Omnibus Objection to Motions for Relief from the Automatic Stay and Stay Extension Reply* [Docket No.828] (the "Original Declaration").

<sup>3</sup> *Supplemental Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Stay Extension Reply* [Docket No.898] (the "First Supplemental Declaration").

<sup>4</sup> *Second Supplemental Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Omnibus Objection to Motions for Relief from the Automatic Stay and Stay Extension Reply* [Docket No. 912] (the "Second Supplemental Declaration").

<sup>5</sup> *Third Supplemental Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Second Omnibus Objection to Motions for Relief from the Automatic Stay* [Docket No. 1337] (the "Third Supplemental Declaration").

and March 11, 2025<sup>6</sup> in support of the *Debtors' Fourth Omnibus Objection to Motions for Relief from the Automatic Stay* (the "Objection"),<sup>7</sup> filed contemporaneously herewith.

2. I am the Director of Insurance for Wellpath Holdings, Inc. (together with its debtor affiliates, the "Debtors" and, collectively with their non-Debtor affiliates, "Wellpath"). I joined Wellpath in August 2018 and lead the Debtors' insurance team. As a result of my tenure with Wellpath, I am generally familiar with the Debtors' insurance coverage and the administration of claims under such insurance policies.

3. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents of the Debtors prepared in the ordinary course of business, other information prepared or collected by the Debtors' employees, information supplied to me by other members of the Debtors' management and third-party advisors, or my opinion based on my experience with the Debtors' operations. In making my statements based on documents and other information prepared or collected by the Debtors' employees or my conversations with the Debtors' counsel or other advisors, I have relied upon the accuracy of such documentation and other information. If called upon to testify, I would testify competently to the facts set forth in this Declaration.

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<sup>6</sup> *Fourth Supplemental Declaration of James Seitz as Director of Insurance of Wellpath Holdings, Inc. and Certain of Its Affiliates and Subsidiaries in Support of the Debtors' Third Omnibus Objection to Motions for Relief from the Automatic Stay* [Docket No. 1747] (the "Fourth Supplemental Declaration").

<sup>7</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the *Objection*, the *Debtors' Omnibus Objection to Motions for Relief from the Automatic Stay* [Docket No. 827] (the "First Omnibus Objection"), the *Debtors' Omnibus Reply in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders to Enforce the Automatic Stay or In the Alternative to Extend the Automatic Stay to Non-Debtor Defendants* [Docket No. 897] (the "Stay Reply"), the Original Declaration, the First Supplemental Declaration, the Second Supplemental Declaration, the Third Supplemental Declaration, or the Fourth Supplemental Declaration, as applicable.

**The Debtors' Insurance**

4. The descriptions of the Debtors' insurance program set forth in the Original Declaration, First Supplemental Declaration, Second Supplemental Declaration, Third Supplemental Declaration, and Fourth Supplemental Declaration are incorporated herein by reference.

5. The insurance policy covering the Debtors' employee relevant to the Zehring Motion is the 2020-2021 Carveout Policy. The 2020-2021 Carveout Policy clearly states that the Debtors are first required to pay an SIR of \$100,000 for each and every claim made under the 2020-2021 Carveout Policy. As of the Petition Date, the Debtors have paid approximately \$25,500 on account of the Zehring District Court Action. Accordingly, the Debtors would be required to pay additional defense costs before triggering third-party coverage.

6. The insurance policies covering CFMG's employees relevant to the Battersby Motion are the 2021-2022 Fronting Policy, the 2021-2022 Buffer SIR, and the 2021-2022 Umbrella Policy. The Debtors' third-party coverage only applies after \$8 million is paid by the Debtors on account of each claim. Such third-party coverage has not been triggered, and additional defense costs would be borne by the Debtors.

7. The insurance policies covering the Debtors and their employees relevant to the Thomas Motion are the 2022-2023 Fronting Policy, the 2022-2023 Buffer SIR, and the 2022-2023 Umbrella Policy. The Debtors' third-party coverage only applies after \$8 million is paid by the Debtors on account of each claim. Such third-party coverage has not been triggered, and additional defense costs would be borne by the Debtors.

8. The Debtors' insurance policies relevant to the Tobia Motion,<sup>8</sup> Adams Motion, Reichart Motion, and Lopez Motion covering the Debtors and their employees during the relevant period are the 2023-2024 Fronting Policy, the 2023-2024 Buffer SIR, the 2023-2024 Captive Policy, and 2023-2024 Umbrella Policy. The Debtors' third-party coverage only applies after \$15 million is paid by the Debtors on account of each claim. Such third-party coverage has not been triggered, and additional defense costs would be borne by the Debtors.

9. The insurance policies held by the Debtors relevant to the Floyd Motion covering the Debtors and their employees are the 2024-2025 Fronting Policy, the 2024-2025 Buffer SIR, the 2024-2025 Captive Policy, and the 2024-2025 Umbrella Policy. The Debtors' third-party coverage only applies after \$15 million is paid by the Debtors on account of each claim. Such third-party coverage has not been triggered, and additional defense costs would be borne by the Debtors.

10. In addition to the Debtors' insurance coverage, the Debtors from time to time in the ordinary course of business purchase insurance policies on an annual basis for their physicians in Pennsylvania. The Debtors purchased separate insurance policies through the Pennsylvania Professional Liability Joint Underwriting Association ("PAJUA") covering Dr. Anthony Letizio. PAJUA and the Debtors split the defense costs, and any settlement or judgment costs, for suits involving Dr. Anthony Letizio that are covered by the PAJUA policies. The claims related to the Lopez Motion and the Floyd Motion are covered by the PAJUA policies, and the Debtors split the defense costs in connection therewith equally with PAJUA.

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<sup>8</sup> Although the Tobia State Court Action was not filed until October 15, 2024, the Debtors received a report of the incident on January 24, 2024. Upon the report, the Debtors established a claim under their 2023-2024 Insurance Policies.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: April 15, 2025

/s/ James Seitz

Name: James Seitz

Title: Director of Insurance