United States Bankruptcy Court
Southern District of Texas
ENTERED
November 06, 2026
Nathan Ochsner, Clerk

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

In re:	Chapter 11
Wellpath SF HoldCo, LLC,	Case No. 24-90566 (ARP)
Post-Restructuring Debtor.[1]	

STIPULATION AND AGREED ORDER BETWEEN THE WELLPATH LIQUIDATING TRUST AND KRISTIN ALLRED, VICTORIA KLEIN, AND THE ESTATE OF MICHAEL DOYLE TOLLING STATUTES OF LIMITATIONS AND OTHER TIME-BASED DEFENSES

This stipulation and agreed order (the "Stipulation") is entered into by and among (a) Matthew J. Dundon, solely in his capacity as trustee (the "Liquidating Trustee") of the Wellpath Liquidating Trust (the "Trust"); (b) Kristin Allred ("Allred"); (c) Victoria Klein ("Klein"); and (d) the Estate of Michael Doyle (the "Doyle Estate" and, together with Allred and Klein, the "Sellers" and each, a "Seller," and the Sellers together with the Liquidating Trustee, the "Parties" and each, a "Party"), by and through their respective undersigned counsel.

RECITALS

WHEREAS, on November 11, 2024 (the "Petition Date"), Wellpath Holdings, Inc. and its affiliated debtors (collectively, the "Debtors") each filed a voluntary petition 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"), jointly administered under Case No. 24-90533.

[1] Wellpath SF HoldCo, LLC's mailing address is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

WHEREAS, on May 1, 2025, the Court entered the *Findings of Fact, Conclusions of Law, and Order (I) Confirming the First Amended Joint Chapter 11 Plan of Reorganization of Wellpath Holdings, Inc. and Certain of its Debtor Affiliates and (II) Approving the Disclosure Statement on a Final Basis* [Case No. 24-90533, Docket No. 2596] (the "Confirmation Order"), confirming the *First Amended Joint Chapter 11 Plan of Reorganization of Wellpath Holdings, Inc. and Certain of its Debtor Affiliates (with Technical Modifications)* attached thereto [Case No. 24-90533, Docket No. 2596-1] (the "Plan"),[2] which became effective on May 9, 2025 (the "Effective Date").

WHEREAS, on the Effective Date, the Trust was established pursuant to the Plan, the Confirmation Order, and the Liquidating Trust Agreement, Matthew J. Dundon was appointed as Liquidating Trustee, and the Liquidating Trust Causes of Action, including the Avoidance Actions identified on the Schedule of Liquidating Trust Causes of Action [Case No. 24-90533, Docket No. 2679] (including Annex A thereto), vested in the Trust, and the Liquidating Trustee is authorized to investigate, prosecute, and settle such causes of action.

WHEREAS, on July 1, 2025, the Court entered a final decree closing all of the Debtors' chapter 11 cases other than the case of Wellpath SF HoldCo, LLC [Case No. 24-90533, Docket No. 3201], in which all further matters are to be filed.

WHEREAS, the Liquidating Trustee asserts that, prior to the Petition Date, one or more of the Debtors made certain transfers to or for the benefit of the Sellers, including, without limitation, payments of $250,000 to each Seller, totaling $750,000, made on or about September 3, 2024, October 1, 2024, and October 31, 2024, each identified on Exhibit G to the Disclosure Statement as a "Non-Litigation Settlement Payment (Unsecured Note Payment)," and, with respect to Allred,

[2] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan or the Confirmation Order, as applicable. To the extent of any inconsistency, the definitions set forth in this Stipulation shall control.

certain payments made prior to August 13, 2024 under that certain settlement agreement dated July 1, 2024 (the "July 2024 Settlement Agreement") (collectively, together with any other transfers to or for the benefit of any Seller, the "Transfers").

WHEREAS, by letter dated October 26, 2026 (the "Demand Letter"), counsel to the Liquidating Trustee advised the Sellers of the Trust's potential claims against the Sellers, including claims under sections 502(d), 510(b), 544(b), 547, 548, and 550 of the Bankruptcy Code, and proposed that the Parties enter into an agreement tolling the applicable limitations periods.

WHEREAS, the Liquidating Trustee asserts that the deadline under section 546(a) of the Bankruptcy Code to commence certain Avoidance Actions against the Sellers is November 12, 2026, November 11, 2026 being a legal holiday (Veterans Day).

WHEREAS, the Sellers dispute the Liquidating Trustee's claims and reserve all rights and defenses with respect thereto, including any claims regarding jurisdiction or venue, except as expressly provided herein.

WHEREAS, the Parties wish to exchange information and explore a consensual resolution without the expense of litigation, and to that end have agreed to toll all applicable statutes of limitations and other time-based limitations on the terms set forth herein.

NOW THEREFORE, the Parties hereby STIPULATE AND AGREE, and upon approval of the Court it is ORDERED, that:

1. The foregoing recitals are incorporated herein as if set forth separately below; provided that the recitals reflect the positions of the Parties as stated and are not admissions by any Party.

2. Definitions. Capitalized terms used but not defined herein have the meanings given to them in the Plan or the Confirmation Order, as applicable; provided that the terms defined in this Stipulation shall control.

3. Effectiveness. This Stipulation shall become effective as to the Liquidating Trustee and a Seller upon execution by the Liquidating Trustee and such Seller (or their respective counsel) (as to such Seller, the "Stipulation Effective Date"), and shall be binding as between such Parties from such date notwithstanding the date of entry of this Stipulation by the Court. This Stipulation is severable as to each Seller; the failure of any Seller to execute this Stipulation shall not affect its effectiveness as to any other executing Seller.

4. Tolled Claims. As used herein, "Tolled Claims" means any and all claims, causes of action, rights, and remedies of the Liquidating Trustee, the Trust, the Debtors, or their estates against any Seller, whether known or unknown, arising from or relating to the Transfers, the Debtors, or the Sellers' relationship with the Debtors, including, without limitation: (a) all Avoidance Actions and other claims under sections 502(d), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552, and 553 of the Bankruptcy Code; (b) all claims under applicable state or other non-bankruptcy fraudulent transfer, fraudulent conveyance, voidable transaction, or similar law; (c) all claims for disallowance, subordination (including under section 510(b) of the Bankruptcy Code), setoff, or recoupment with respect to any proof of claim or other claim asserted by any Seller; (d) all claims for breach of fiduciary duty, unjust enrichment, or other common-law or equitable claims; and (e) all claims against any Seller as an initial, immediate, or mediate transferee, or as an entity for whose benefit a transfer was made.

5. Extension Date. With respect to any Tolled Claim against a Seller as to which any statute of limitations, statute of repose, or other time-based limitation, deadline, or defense, whether arising under the Bankruptcy Code (including sections 108, 546(a), 549(d), and 550(f) thereof), the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Plan, the Confirmation Order, any other order of the Court, or any other federal, state, or other applicable law, or any equitable doctrine, including laches (collectively, "Time-Based Defenses"), would otherwise expire or bar such Tolled Claim on or after the Stipulation Effective Date as to such Seller and before April 10, 2027 (the "Extension Date"), the deadline to commence an action or proceeding asserting such Tolled Claim is extended through and including the Extension Date, as such date may be further extended pursuant to paragraph 9 (the period from the Stipulation Effective Date through the Extension Date, the "Tolling Period").

6. Later Deadlines Unaffected. Nothing in this Stipulation shall shorten any deadline applicable to a Tolled Claim that would expire after the Extension Date absent this Stipulation, and any such later deadline shall continue to apply in accordance with its terms. For the avoidance of doubt, this Stipulation shall not extend any deadline beyond the later of (a) the Extension Date and (b) the date on which such deadline would expire absent this Stipulation.

7. Waiver of Time-Based Defenses. Each Seller agrees not to assert, plead, or raise, and hereby waives, any Time-Based Defense in any action or proceeding commenced by the Liquidating Trustee or the Trust on or before the Extension Date asserting any Tolled Claim, to the extent such Time-Based Defense is based in whole or in part on the passage of time from the Stipulation Effective Date through the Extension Date. Nothing herein shall revive any Tolled Claim that was time-barred as of the Stipulation Effective Date as to such Seller.

8. Preservation of Rights. Except as expressly provided in paragraphs 5 and 7, nothing in this Stipulation shall waive, release, impair, or otherwise affect any claim, right, remedy, or defense of any Party, all of which are expressly preserved, including any Seller's defenses under section 547(c) of the Bankruptcy Code, any Seller's proof of claim or rights to assert claims under section 502(h) of the Bankruptcy Code, any claim concerning jurisdiction or venue for any action against sellers, and the Liquidating Trustee's rights to object to any claim of any Seller. Without limiting the foregoing, the Liquidating Trustee may commence an action against any Seller asserting any Tolled Claim at any time during the Tolling Period, and the commencement of such an action shall not constitute a breach of this Stipulation. The commencement of any such action shall not terminate the Tolling Period as to any Tolled Claim not asserted therein, which shall remain tolled through the end of the Tolling Period. The Liquidating Trustee further reserves all rights with respect to any other person or entity, including any affiliate of a Seller (including Mdoyle Holdings, Inc.), and nothing herein shall be construed to limit the Trust's claims against any such person or entity.

9. Extension. The Extension Date may be extended as to any Seller by a written agreement (including by email) signed by counsel to the Liquidating Trustee and counsel to such Seller, without further order of the Court. The Liquidating Trustee shall file a notice of any such extension on the docket of the above-captioned case.

10. Preservation of Documents. Each Seller shall preserve all documents, communications, and electronically stored information in its possession, custody, or control relating to the Transfers, the Debtors, or the Tolled Claims through the conclusion of any action relating to the Tolled Claims or the earlier written agreement of the Parties.

11. No Admission; Rule 408. This Stipulation is entered into for purposes of compromise and shall not constitute an admission by any Party of liability, fault, or the validity or invalidity of any claim or defense. This Stipulation and all communications and information exchanged in connection with settlement discussions shall be subject to Federal Rule of Evidence 408 and any comparable state law; provided that this Stipulation may be offered to establish or enforce its terms; provided further that documents and information that are otherwise discoverable or admissible, including documents and information provided under paragraph 10, shall not be rendered undiscoverable or inadmissible solely because they were provided in connection with this Stipulation or any settlement discussions.

12. Successors and Assigns. This Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors, and assigns, including any successor trustee of the Trust.

13. Authority. Each signatory represents and warrants that he or she is duly authorized to execute this Stipulation on behalf of the Party for which he or she signs. Counsel to the Doyle Estate represents that Lynn Doyle, Trustee of THE MICHAEL E. DOLYE AND LYNN A. DOYLE TRUST dated February 8, 2001, has authorized the execution of this Stipulation on behalf of the Doyle Estate, and that no further approval of any probate court is required.

14. Notices. Notices hereunder shall be in writing and delivered by email to: (a) the Liquidating Trustee, c/o Proskauer Rose LLP (Attn: Daniel Desatnik, ddesatnik@proskauer.com) and Stinson LLP (Attn: Zachary Hemenway, zachary.hemenway@stinson.com); and (b) each Seller, c/o its counsel listed on the signature pages hereto.

15. Entire Agreement; Amendment. This Stipulation constitutes the entire agreement among the Parties regarding its subject matter and may not be modified except by a writing signed by the affected Parties, subject to paragraph 9.

16. Counterparts. This Stipulation may be executed in counterparts, each of which shall be deemed an original, and signatures delivered by electronic transmission (including PDF or DocuSign) shall be deemed originals.

17. Construction. This Stipulation shall be deemed jointly drafted, and no rule of construction against the drafting party shall apply. In computing any period of time hereunder, Bankruptcy Rule 9006(a) shall apply.

18. Approval. The Liquidating Trustee shall submit this Stipulation to the Court for approval. If the Court declines to approve this Stipulation, it shall nevertheless remain binding as a contract between the executing Parties, and the Parties shall cooperate in good faith to address any concerns raised by the Court.

19. Jurisdiction. The Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Stipulation, and each Seller consents to such jurisdiction.

Signed: November 06, 2026

Alfredo R Pérez
United States Bankruptcy Judge

STIPULATED AND AGREED TO BY:

Dated: November 5, 2026

/s/ Zachary Hemenway
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Counsel to Lynn Doyle, Trustee of the Estate of The Michael E. Doyle and Lynn A. Doyle Trust Dated February 8, 2001