

ENTERED

August 21, 2025

Nathan Ochsner, Clerk

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

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In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
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**ORDER (A) APPROVING DEBTORS'
PROPOSED FORM OF ADEQUATE ASSURANCE
OF PAYMENT TO UTILITY PROVIDERS, (B) ESTABLISHING
PROCEDURES FOR RESOLVING OBJECTIONS BY UTILITY PROVIDERS,
(C) PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING, OR
DISCONTINUING SERVICE, AND (D) GRANTING RELATED RELIEF
[Relates to Docket No. 8]**

Upon the emergency motion (the “*Motion*”)² of the Debtors for entry of an order (this “*Order*”) (a) approving the Debtors’ proposed form of adequate assurance of payment to the Utility Providers, (b) establishing procedures for resolving objections by the Utility Providers relating to the adequacy of the Debtors’ proposed adequate assurance, (c) prohibiting the Utility Providers from altering, refusing, or discontinuing service to, or discriminating against, the Debtors on account of the commencement of the Chapter 11 Cases or outstanding prepetition invoices, and (d) granting related relief, all as more fully set forth in the Motion; and the Court having reviewed the Motion and the First Day Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the

¹ A complete list of each of the Debtors in these chapter 11 cases (the “*Chapter 11 Cases*”) and the last four digits of each Debtor’s taxpayer identification number (if applicable) may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.veritaglobal.net/ModivCare>. Debtor ModivCare Inc.’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.



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Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Adequate Assurance Deposit and the Adequate Assurance Procedures are hereby approved and are deemed adequate assurance of future payment as required by section 366 of the Bankruptcy Code.

2. The Debtors shall deposit the Adequate Assurance Deposit in the amount of \$156,834.12 in a segregated account for the benefit of the Utility Providers within 20 days after the entry of this Order. The Debtors are authorized to cause the Adequate Assurance Deposit to be held in the Utility Deposit Account until the earliest of (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice following the Debtors' termination of Utility Services from such Utility Provider, (b) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases, (c) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors, or (d) the dismissal of the Chapter 11 Cases.

3. No liens shall encumber the Adequate Assurance Deposit or the Utility Deposit Account.

4. The following Adequate Assurance Procedures are hereby approved:

- a. Within two business days after entry of this Order, the Debtors shall e-mail, serve by mail, or otherwise expeditiously send a copy of the Motion and this Order to the Utility Providers on the Utility Services List.
- b. The Adequate Assurance Deposit shall be placed into the Utility Deposit Account within 20 days after the entry of this Order. The funds in the Utility Deposit Account shall constitute adequate assurance for each Utility Provider in the amount set forth for such Utility Provider in the column labeled “Adequate Assurance Deposit” on the Utility Services List.
- c. If an amount relating to Utility Services provided postpetition by a Utility Provider is unpaid, and remains unpaid beyond any applicable grace period, such Utility Provider shall be permitted to file a written notice of such non-payment (the “**Payment Notice**”) with the Court and serve such Payment Notice on: (a) proposed counsel to the Debtors, Latham & Watkins LLP, 1271 Avenue of the Americas, New York, NY 10020, United States (Attn: Jonathan J. Weichselbaum, and Nikhil Gulati (jon.weichselbaum@lw.com, and nikhil.gulati@lw.com)); (b) proposed co-counsel to the Debtors, Hunton Andrews Kurth LLP (Attn: Timothy A. (“Tad”) Davidson II, and Brandon Bell (taddavidson@hunton.com, and bbell@hunton.com)); (c) counsel to the First Lien Agent and the Consenting Creditors, Paul Hastings LLP (Attn: Kris Hansen, and Matt Warren (krishansen@paulhastings.com, and mattwarren@paulhastings.com)); (d) counsel to any statutory committee appointed in these cases, if any; and (f) the U.S. Trustee (Attn: Jana Whitworth, Andrew Jimenez, and Alina Samko-Yu (janawhitworth@usdoj.gov, andrew.jimenez@usdoj.gov, alina.samko-yu@usdoj.com)) (collectively, the “**Utility Notice Parties**”). Such Payment Notice must set forth (a) the amount owing, (b) the location for which Utility Services are provided, and (c) each of the Debtors’ account numbers with the Utility Company that have become delinquent.
- d. If a Payment Notice is properly provided as described above, and such non-payment is not cured and no Utility Notice Party has objected to the Payment Notice within 10 days of its receipt thereof, the Debtors will be required to (a) remit to such Utility from the Adequate Assurance Deposit the amount of postpetition charges claimed as being owed in the Payment Notice, and (b) replenish the Adequate Assurance Deposit for the amount remitted to such Utility Company. If a Utility Notice Party objects to the Payment Notice, then the Debtors shall request a hearing before the Court to determine whether a payment should be remitted from the Adequate

Assurance Deposit and, if such payment is warranted, the amount to be remitted.

- e. The portion of the Adequate Assurance Deposit attributable to each Utility Provider shall be returned to the Debtors, or successors thereto, as applicable, automatically, without further order of the Court, on the earliest of (a) reconciliation and payment by the Debtors of the Utility Provider's final invoice following the Debtors' termination of Utility Services from such Utility Provider, (b) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases, (c) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors, or (d) the dismissal of the Chapter 11 Cases.
- f. Any Utility Provider desiring additional assurances of payment in the form of deposits, prepayments, or otherwise must serve a request for additional assurance (an "***Additional Assurance Request***") on the Utility Notice Parties. Utility Providers shall not file Additional Assurance Requests with the Court.
- g. The Additional Assurance Request must (a) be made in writing, (b) set forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each such account, (c) summarize the Debtors' payment history relevant to the affected account(s), including any security deposits or surety bonds, (d) set forth the amount and nature of the adequate assurance of payment that would be satisfactory to the Utility Provider, (e) explain why the Utility Provider believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment, and (f) provide an email address to which the Debtors may respond to the Additional Assurance Request.
- h. An Additional Assurance Request may be made no later than 20 days after entry of this Order. If a Utility Provider fails to serve an Additional Assurance Request on the Utility Notice Parties within the 20 days after entry of the Proposed Order, the Utility Provider shall be (a) deemed to have received "satisfactory" adequate assurance of payment in compliance with section 366 of the Bankruptcy Code and (b) forbidden from discontinuing, altering, or refusing Utility Services to, or discriminating against, the Debtors on account of any unpaid prepetition charges or requiring additional assurance of payment other than the Proposed Adequate Assurance.
- i. The Debtors may, without further order from the Court, resolve an Additional Assurance Request by mutual agreement with a Utility Provider, and the Debtors may, in connection with any such agreement, provide a Utility Provider with additional adequate assurance of payment including cash deposits, prepayments, or other forms of security if the Debtors believe that such adequate assurance is reasonable; *provided, however*, that the

Debtors shall maintain a summary record of such agreements and their respective terms, and such summary record and the agreements themselves shall be available to any official committee appointed in these cases and the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”); *provided, further*, that to the extent the Debtors provide a Utility Provider with additional adequate assurance of payment, such Utility Provider shall promptly return or release, as applicable, such additional adequate assurance of payment on the earliest of (a) reconciliation and payment by the Debtors of the Utility Provider’s final invoice following the Debtors’ termination of Utility Services from such Utility Provider, (b) the effective date of any chapter 11 plan confirmed in the Chapter 11 Cases, (c) the consummation of a sale, pursuant to section 363 of the Bankruptcy Code, of all or substantially all the assets of the Debtors, or (d) the dismissal of the Chapter 11 Cases.

- j. If the Debtors and the Utility Provider are not able to reach a resolution within 14 days of receipt of the Additional Assurance Request, the Debtors shall request a hearing before the Court to determine the adequacy of assurances of payment with respect to a particular Utility Provider (the “*Determination Hearing*”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- k. Pending resolution of the Determination Hearing, the Utility Provider that served the Additional Assurance Request shall be prohibited from altering, refusing, or discontinuing Utility Services to the Debtors, or discriminating against the Debtors, on account of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance.
- l. The Determination Hearing shall be an evidentiary hearing at which the Court will determine whether the Adequate Assurance Deposit and any additional adequate assurance of payment requested by the Utility Provider should be modified pursuant to section 366(c)(3) of the Bankruptcy Code. At such Determination Hearing, the Utility Provider shall have the burden, including, for the avoidance of doubt, the evidentiary burden, of demonstrating that the Adequate Assurance Deposit should be modified, including by providing additional adequate assurance of payment.
- m. Absent compliance with the Adequate Assurance Procedures and the terms of this Order, the Utility Provider (including Utility Providers subsequently added to the Utility Services List) shall not (a) alter, refuse, or discontinue services to, or discriminate against, the Debtors on account of unpaid prepetition invoices or due to the commencement of the Chapter 11 Cases or (b) require the Debtors to pay a deposit or other security in connection with the provision of postpetition Utility Services, other than the funding of the Adequate Assurance Deposit, without prejudice to the Utility Provider’s right to seek modification of the Proposed Adequate Assurance under section 366(c)(3)(A).

- n. In addition, the Utility Providers are prohibited from unilaterally applying any payments on account of postpetition services to any outstanding prepetition invoices or drawing upon any existing security deposit, surety bond, or other form of security to secure future payment for Utility Services.
- o. Notwithstanding anything in this Order to the contrary, upon a timely motion filed with the Court and served on the Utility Notice Parties by any Utility Provider, the Court shall conduct a hearing on or before the date that is 30 days following the Petition Date to resolve any disputes between the Debtors and such Utility Provider regarding the Adequate Assurance Procedures or the Proposed Adequate Assurance.

5. Absent compliance with the procedures set forth in the Motion and this Order, the Utility Providers, including, without limitation, those listed on **Exhibit 1** annexed hereto, are prohibited from altering, refusing, or discontinuing Utility Services, or otherwise discriminating against the Debtors, on account of any unpaid prepetition charges or any perceived inadequacy of the Debtors' Proposed Adequate Assurance. The Utility Providers are prohibited from requiring additional adequate assurance of payment other than pursuant to the Adequate Assurance Procedures set forth herein.

6. The inclusion of any entity in, as well as any omission of any entity from, the Utility Services List shall not be deemed an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

7. The Debtors are authorized to amend the Utility Services List attached hereto as **Exhibit 1** to add or delete any Utility Providers, with such amendment to be filed with the Court and timely served on the affected Utility Provider (the "***Subsequently Identified Utility Provider***") to allow sufficient time for parties to object. The Debtors shall serve a copy of this Order upon any Subsequently Identified Utility Provider added to the Utility Services List within three business days of such addition. Upon such amendment, any Subsequently Identified Utility Provider that is added to the Utility Services List has the right to object to such inclusion within

14 days after it receives notice of the Motion and this Order. If no objection is timely received by the Debtors, the provisions of this Order shall apply to the Subsequently Identified Utility Provider. Should any objection be timely made and received by the Debtors, such Subsequently Identified Utility Provider shall be permitted to make an Additional Assurance Request in accordance with the Adequate Assurance Procedures set forth herein.

8. The Debtors shall increase the amount of the Adequate Assurance Deposit if a Subsequently Identified Utility Provider is added to the Utility Services List by an amount equal to 50% of one month average cost of the Utility Services provided by such Subsequently Identified Utility Provider, calculated, where practicable, using the historical average for such payments during the 12 months prior to the Petition Date.

9. The Debtors may terminate the services of any Utility Provider and reduce the Adequate Assurance Deposit by the amount held on account of such terminated Utility Provider upon reconciliation and payment by the Debtors of the Utility Provider's final invoice in accordance with applicable non-bankruptcy law following the Debtors' termination of Utility Services provided by such Utility Provider; *provided*, that there are no outstanding disputes related to postpetition payments due; *provided, further*, that that Debtors shall, to the extent reasonably practicable, provide at least seven days' notice to any Utility Provider prior to removal of such Utility Provider from the Utility Services List.

10. The relief granted herein is for all Utility Providers providing Utility Services to the Debtors, regardless of when the Utility Providers are added to the Utility Services List.

11. Nothing in the Motion or this Order, or any payment made pursuant to this Order, is intended to be or shall be deemed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors; (b) a waiver or limitation of the Debtors' or any

other party in interest's right to dispute the amount of, basis for, or validity of any claim; (c) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable non-bankruptcy law; (d) a waiver of the obligation of any party in interest to file a proof of claim; (e) a promise or requirement to pay any particular claim; (f) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (g) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (h) an admission that any lien satisfied pursuant to the Motion is valid (and all rights to contest the extent, validity, or perfection or seek avoidance of all such liens are expressly reserved); or (i) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code. Any payment made pursuant to this Order is not intended to be and should not be construed as an admission to the validity of any claim or waiver of the Debtors' or any other party in interest's rights to dispute such claim subsequently.

12. Notice of the Motion is adequate under Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules.

13. Notwithstanding Bankruptcy Rule 6004(h), to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

14. The Debtors are further authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.

15. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: August 21, 2025

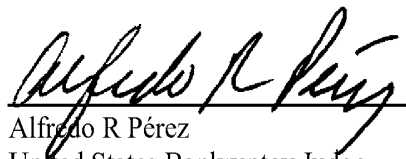

Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT 1**Utility Services List**

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
11:11 SYSTEMS, INC.	1000206538	Telecom Implementation and Support	1235 NORTH LOOP WEST SUITE 800 HOUSTON, TX 77008 United States of America	\$7,191	\$3,595
8X8 INC	QB198072701121	Telecom	675 CREEKSIDE WAY CAMPBELL, CA 95008 United States of America	\$10,031	\$5,015
A&E LOW VOLTAGE SOLUTIONS LLC	LICENSE # ELEC.0207196-L5	Telecom / Wi-Fi	1190 PECK LANE CHESHIRE, CT 06410 United States of America	\$32	\$16
AMERICAN ELECTRIC POWER	6122007138, 2215579448	Electric	a/c# 061-220-071-3-8 PO BOX 371496 PITTSBURGH, PA 15250-7496 United States of America	\$42	\$21
AT&T	9002, 2521, 937R01099912	Telecom	PO BOX 5019 CAROL STREAM, IL 60197-5019 United States of America	\$3,011	\$1,506
AT&T MOBILITY	2396311, 287318703922	Telecom	PO BOX 6463 CAROL STREAM, IL 60197-6463 United States of America	\$5,009	\$2,504
ATMOS ENERGY CORPORATION	3064141405	Natural Gas	PO BOX 740353 CINCINNATI, OH 45274-0353 United States of America	\$281	\$140
Bandwidth Inc.	BW-7057664	Telecom Implementation and Support	2230 BANDMATE WAY RALEIGH, NC 27607-6383 United States of America	\$114,964	\$57,482

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
BOROUGH OF CLARKS SUMMIT	2754	Wastewater	304 South State Street Clarks Summit, PA 18411-1592 United States of America	\$149	\$74
CHARTER COMMUNICATIONS	8358-12-002-0013253	Telecom	PO BOX 6030 CAROL STREAM, IL 60197-6030 United States of America	\$72	\$36
CINCINNATI BELL (PO 748001)	513D131157168, 9375147436843, 9372470140320	Telecom	P.O. Box 748001 Cincinnati, OH 45274-8001 United States of America	\$27,316	\$13,658
CITY OF SULLIVAN (CIVIC CENTER)	2497503004	Electric	2 W. Harrison Street Sullivan, IL 61951 United States of America	\$1,128	\$564
COGENT COMMUNICATIONS, LLC	HIGHIGI00002, MODIVCAR90001, MODIVCAR00003, MODIVCAR00001, MODIVCAR00002, CAREFTND00004	Telecom	PO BOX 791087 BALTIMORE, MD 21279-1087 United States of America	\$3,394	\$1,697
COLOGIX	315681, 1920331	Telecom Implementation and Support	PO Box 732353 Dallas, TX 75373-2353 United States of America	\$9,563	\$4,782
COMCAST	6161, 6381, 5674, 8495753105031550, 8773404132225590, 8773102482379570, 8773100781613710, 893208790396970, 8993113800129680, 8993111700238210, 8773103520925290, 8993212360456240, 8993112540061670, 8993110610729330, 8993115160095460, 8993115880236670, 8993114530105240,	Telecom	PO BOX 70219 PHILADELPHIA, PA 19176-0219 United States of America	\$2,020	\$1,010

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
	8773103720877700, 8499053460760590, 8499101430066750, 8993114630040790, 8401538072, 8499101800114040, 8773405070689700, 8773103251962730				
Commonwealth Edison Company	3175535000	Electric	PO BOX 6111 CAROL STREAM, IL 60197-6111 United States of America	\$152	\$76
Con Edison Co of New York	11332150009	Electric	PO BOX 1701 New York, NY 10116-1701 United States of America	\$1,188	\$594
CORNING NATURAL GAS CORP	8723600009002460, 8723600009002470	Natural Gas	330 W. William Street PO BOX 58 Corning, NY 14830 United States of America	\$143	\$71
Cox Communications Arizona, LLC	1603	Telecom	PO BOX 53249 PHOENIX, AZ 85072-3249 United States of America	\$307	\$153
DIALPAD INC.	1416818024	Telecom	PO Box 123808 Dept 3808 Dallas, TX 75312-3808 United States of America	\$211	\$106
ELIZABETHTOWN GAS COMPANY	8896610914	Natural Gas	1 SOUTH JERSEY PLAZA FOLSOM, NJ 08037 United States of America	\$69	\$35
ENTERGY UTILITY HOLDING COMPANY, LLC	199165705	Electric	PO BOX 8105 BATON ROUGE, LA 70891-8105 United States of America	\$1,669	\$835

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
FIRSTENERGY CORP	100156853903, 100153631724	Electric	PO BOX 3687 AKRON, OH 44309 United States of America	\$538	\$269
FLORIDA POWER AND LIGHT	18387-53067, 4123283519	Electric	GENERAL MAIL FACILITY MIAMI, FL 33188-0001 United States of America	\$144	\$72
FRANKLIN TOWNSHIP SUPERVISORS	5719/6753	Wastewater	900 Fairyland Road Leighton, PA 18235-9051 United States of America	\$123	\$61
FRONTIER COMMUNICATIONS	217-728-2081-032107-5, 585-473-6442-041217-6, 304-369-0046-1, 58547364420412100	Telecom	PO Box 740407 Cincinnati, OH 45274-0407 United States of America	\$570	\$285
INTERNATIONAL TELCOM, LLC	DLP069229	Telecom	DIAL800 PO BOX 11491 Newark, NJ 07101 United States of America	\$56	\$28
LEVEL 3 COMMUNICATIONS LLC	5-2HC9NBLC, 5-7GJGTH60	Telecom	PO BOX 910182 DENVER, CO 80291-0182 United States of America	\$12,523	\$6,262
LONG ISLAND LIGHTING CO	9174224799, 9174224797, 5455000199	Electric / Natural Gas	333 EARLE OVINGTON BLVD SUITE 403 UNIONDALE, NY 11553 United States of America	\$113	\$56
Masergy Communications, Inc.	411127-409344, 407006- 405996	Telecom	PO BOX 733938 DALLAS, TX 75373-3938 United States of America	\$62,188	\$31,094
MONONGAHELA POWER CO	110157947455, 110139393737, 110142250841, 323314254073, 222518254073	Electric	PO BOX 3615 AKRON, OH 44309-3615 United States of America	\$295	\$148

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
MOUNTAINEER GAS COMPANY	323314254073, 222518254073	Natural Gas	PO BOX 580211 CHARLOTTE, NC 28258-0211 United States of America	\$29	\$14
NATIONAL GRID	1430507039, 4758855153	Electric / Natural Gas	PO BOX 371396 PITTSBURGH, PA 15250-7396 United States of America	\$180	\$90
NEW JERSEY-AMERICAN WATER COMPANY	1018-210051393309	Water / Wastewater Utility	P O BOX 371331 PITTSBURGH, PA 15250-7331 United States of America	\$42	\$21
NIAGARA MOHAWK POWER CORPORATION	7850889009, 9025088152, 3765090143, 4758855153, 78509899009, 8725088173, 7580889009, 7850589009, 5725088173, 143057039	Electric / Natural Gas	300 Erie Blvd West Syracuse, NY 13202 United States of America	\$1,630	\$815
NYSEG	10036210861, 10041635987	Electric / Natural Gas	PO BOX 847812 BOSTON, MA 02284-7812 United States of America	\$205	\$102
PECO ENERGY COMPANY	9820288000, 3000, 9678925000, 5000, 4000, 12483111, 05251-35175, 6038, 1015, 1014, 1135, 36260-87020	Electric / Natural Gas	PO BOX 37629 PHILADELPHIA, PA 19101 United States of America	\$540	\$270
PENNSYLVANIA AMERICAN WATER COMPANY	1024210051916070, 1024210034751570	Water	PO BOX 371412 PITTSBURGH, PA 15250-7412 United States of America	\$225	\$112
PENNSYLVANIA ELECTRIC COMPANY	100152989743, 100151841762, 100153237498, 10053237498	Electric	PO BOX 371422 PITTSBURGH, PA 15250-7422 United States of America	\$167	\$83

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
PPL ELECTRIC UTILITIES CORPORATION	8237056083, 6656040083, 5032065049, 3070048059, 9145029053, 9547196019, 8677805013, 644124041, 7559141077, 3269043097, 8677805004, 9547196000	Electric	2 North 9th Street Allentown, PA 18101-1175 United States of America	\$2,030	\$1,015
PSE&G CO	7698414000, 7479426801	Electric / Natural Gas	PO BOX 14444 NEW BRUNSWICK, NJ 08906-4444 United States of America	\$3,294	\$1,647
ROCHESTER GAS AND ELECTRIC CORP	2002-9431-234	Electric / Natural Gas	PO BOX 847813 BOSTON, MA 02284-7813 United States of America	\$426	\$213
Sangoma US Inc.	105254	Telecom	301 N CATTLEMEN RD STE 300 SARASOTA, FL 34232-6431 United States of America	\$17	\$9
SOUTH JERSEY GAS	4557277628	Natural Gas	PO BOX 6091 BELLMAWR, NJ 08099-6091 United States of America	\$323	\$161
TEXAS GAS SERVICE	913025744237986000	Natural Gas	PO BOX 219913 KANSAS CITY, MO 64121-9913 United States of America	\$82	\$41
THE CONNECTICUT LIGHT AND POWER CO	51819209008, 51094509056, 51176248086, 51104347026, 51094509059, 51879209008	Electric	PO BOX 56002 BOSTON, MA 02205-6002 United States of America	\$258	\$129

Utility Company	Account Number/s	Type of Service Provided	Mailing Address	Approximate Monthly Average	Adequate Assurance Deposit
THE SOUTHERN CONNECTICUT GAS COMPANY	5000116789665, 80001116789665, 50116789665	Natural Gas	PO BOX 847819 BOSTON, MA 02284-7819 United States of America	\$80	\$40
TOWN OF NORTH ATTLEBOROUGH	2374607	Electric	ATTN: Electric Dept -ACCT# 0002374607 275 LANDRY AVE NORTH ATTLEBOROUGH, MA 02760-3501 United States of America	\$262	\$131
UGI UTILITIES INC	411004141783, 421000561421, 411013457428, 411012996962	Electric / Natural Gas	PO Box 15503 Wilmington, DE 19886-5503 United States of America	\$532	\$266
VEOLIA WATER NEW JERSEY INC	10003732112222, 10003832112222, 1000373211222	Water / Wastewater Utility	PAYMENT CENTER PO BOX 371804 PITTSBURGH, PA 15250-7804 United States of America	\$94	\$47
VERIZON COMMUNICATIONS INC.	198, 542089425-00006, 257-310-810-0001-10, 157-326-606-0001-72, 157-230-577-0001-55, 257-277-830-0001-09, 257-280-580-0001-62, 753-254-907-0001-13, 951-440-732-0001-84, 452-493-482-0001-55, 151-289-448-0001-21, 357-236-007-0001-35, 168	Telecom	PO BOX 16800 NEWARK, NJ 07101-6800 United States of America	\$19,528	\$9,764
VINELAND MUNICIPAL UTILITIES	270322, 270320	Electric / Water	640 E. WOOD STREET PO BOX 1508 VINELAND, NJ 08362-1508 United States of America	\$388	\$194
WINDSTREAM	209012388	Telecom	PO BOX 9001013 LOUISVILLE, KY 40290-1013 United States of America	\$18,842	\$9,421

United States Bankruptcy Court
Southern District of Texas

In re:
ModivCare Inc.
Debtor

Case No. 25-90309-arp
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4
Date Rcvd: Aug 21, 2025

User: ADIuser
Form ID: pdf002

Page 1 of 5
Total Noticed: 10

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 23, 2025:

Recip ID	Recipient Name and Address
db	+ ModivCare Inc., 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, CO 80237-3656

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
cr	+ Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	Burnet Central Appraisal District, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269
cr	+ Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	Central Appraisal District of Taylor County, c/o Julie Parsons, P.O. Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	County of Erath, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269
op	+ Email/Text: kecnoticing@kccllc.com	Aug 21 2025 20:47:00	Kurtzman Carson Consultants, LLC d/b/a Verita Glob, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245-5614
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	Reeves County Tax District, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	The County of Brazos, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	The County of Comal, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	The County of Denton, Texas, McCreary Veselka Bragg & Allen, PC, Attn: Julie Anne Parsons, PO Box 1269, Round Rock, TX 78680-1269
cr	Email/Text: julie.parsons@mvalaw.com	Aug 21 2025 20:46:00	The County of Hays, Texas, c/o McCreary, Veselka, Bragg & Allen, P.O. Box 1269, Round Rock, TX 78680-1269

TOTAL: 9

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
cr		First Lien Agent and Consenting Creditors
cr		Wilmington Savings Fund Society, FSB

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

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NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 23, 2025

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 21, 2025 at the address(es) listed below:

Name	Email Address
Emma Fleming	on behalf of Creditor Wilmington Savings Fund Society FSB efleming@winston.com, ecf_houston@winston.com;emma--fleming-0126@ecf.pacerpro.com
Evan Gershbein	on behalf of Other Prof. Kurtzman Carson Consultants LLC d/b/a Verita Global ECFpleadings@kccllc.com, ECFpleadings@kccllc.com
Jana Smith Whitworth	on behalf of U.S. Trustee US Trustee jana.whitworth@usdoj.gov
Julie Anne Parsons	on behalf of Creditor The County of Hays Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor County of Erath jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor The County of Denton Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor The County of Comal Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor Reeves County Tax District jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor The County of Brazos Texas jparsons@mvbalaw.com, vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor Central Appraisal District of Taylor County jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Julie Anne Parsons	on behalf of Creditor Burnet Central Appraisal District jparsons@mvbalaw.com vcovington@mvbalaw.com;kalexander@mvbalaw.com;julie.parsons@ecf.courtdrive.com
Kaleb Bailey	on behalf of Debtor ModivCare Inc. kbailey@hunton.com
Matthew L Warren	on behalf of Creditor First Lien Agent and Consenting Creditors mattwarren@paulhastings.com modivcare_ecf_ph@paulhastings.com
Timothy Alvin Davidson, II	on behalf of Debtor Healthcom Holdings LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	

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	on behalf of Debtor Socrates Health Holdings LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Multicultural Home Care Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Ride Plus LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor National MedTrans LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Circulation Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Florida MedTrans Network LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CareGivers America Home Health Services LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Red Top Transportation Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CareGivers America Medical Staffing LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor ARU Hospice Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Home Care Services of New York Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CareGivers America Registry LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Aids Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CGA Holdco Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Field Service Workers Payroll Services Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CareGivers America Medical Supply LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Union Home Care LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Helping Hand Home Health Care Agency Inc taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Payroll Services Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Higi Care LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Secura Home Health LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Care Finders Total Care LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CareGivers Alliance LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor VRI Intermediate Holdings LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Caregivers On Call Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Health Care Services Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor ModivCare Solutions LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Safe Living Technologies LLC taddavidson@hunton.com

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Timothy Alvin Davidson, II	on behalf of Debtor OEP AM Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Metropolitan Medical Transportation IPA LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor California MedTrans Network MSO LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Victory Health Holdings LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor At-Home Quality Care LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Auditory Response Systems Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Barney's Medical Alert-ERS Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Florida MedTrans Network MSO LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor CGA Staffing Services LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Personal In-Home Services Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Health Trans Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Independence Healthcare Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor AM Holdco Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Philadelphia Home Care Agency Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor MLA Sales LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Caregivers America LLC. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Provado Technologies LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor A & B Homecare Solutions L.L.C. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Helping Hand Hospice Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Home Care Services of Florida Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Home Care Services Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro CGA Payroll Services Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor A.E. Medical Alert Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Guardian Medical Monitoring LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Higi Care Holdings LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor ABC Homecare LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Panhandle Support Services Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor New England Emergency Response Systems Inc. taddavidson@hunton.com

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Total Noticed: 10

Timothy Alvin Davidson, II	on behalf of Debtor Arsens Home Care Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Associated Home Services Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Management and Payroll Services Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Home Care Services of New Jersey Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor All Metro Associate Payroll Services Corporation taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor TriMed LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Healthcom Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Secura Home Health Holdings Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Valued Relationships Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor ModivCare Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Higi SH LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor AM Intermediate Holdco Inc. taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor California MedTrans Network IPA LLC taddavidson@hunton.com
Timothy Alvin Davidson, II	on behalf of Debtor Higi SH Holdings Inc. taddavidson@hunton.com
US Trustee	USTPRegion07.HU.ECF@USDOJ.GOV

TOTAL: 85