

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

	X	
	:	
In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP
AS BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE**

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

The above-captioned debtors and debtors in possession (collectively, the “***Debtors***”) respectfully request entry of an order authorizing the Debtors to employ and retain Latham & Watkins LLP (“***L&W***”) effective as of the Petition Date (as defined below). In support of this application (the “***Application***”), the Debtors rely on and incorporate by reference (a) the declaration of George Klidonas, a partner of L&W, which is attached hereto as **Exhibit A** (the “***Klidonas Declaration***”), and (b) the declaration of Faisal Khan, General Counsel and Secretary of ModivCare Inc., which is attached hereto as **Exhibit B** (the “***Retention***

¹ A complete list of each of the Debtors in the 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



Declaration”). In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the Southern District of Texas (this “***Court***”) has jurisdiction to consider this Application pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S. C. § 157(b) and this Court may enter a final order consistent with Article III of the United States Constitution.

2. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are section 327(a) of title 11 of the United States Code (the “***Bankruptcy Code***”), rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “***Bankruptcy Local Rules***”), and the Procedures for Complex Cases in the Southern District of Texas (the “***Complex Case Procedures***”).

BACKGROUND

4. On August 20, 2025 (the “***Petition Date***”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Southern District of Texas (the “***Chapter 11 Cases***”). The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 5, 2025, the Office of the United States Trustee for the Southern District of Texas (the “***U.S. Trustee***”) appointed an official committee of unsecured creditors (the “***Creditors’ Committee***”) [Docket No. 124]. No request for the appointment of a trustee or an examiner has been made in the Chapter 11 Cases.

5. Additional information regarding the Debtors, including their business operations, their capital and debt structures, and the events leading up to filing of the Chapter 11 Cases, is set forth in detail in the *Declaration of Chad J. Shandler in Support of Debtors' Chapter 11 Petitions and First Day Relief*, filed on the Petition Date [Docket No. 14] (the “**First Day Declaration**”).

6. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

RELIEF REQUESTED

7. The Debtors seek entry of an order (the “**Order**”), substantially in the form attached hereto, authorizing the employment and retention of L&W as co-counsel for the Debtors, effective as of the Petition Date, in accordance with the terms and conditions of that certain engagement letter dated June 13, 2025 (the “**Engagement Letter**”), a copy of which is attached as **Exhibit 1** to the Klidonas Declaration and incorporated herein by reference.

L&W's QUALIFICATIONS

8. The Debtors seek to retain L&W because of L&W's recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases and because of L&W's knowledge of the Debtors' business and financial affairs.

9. L&W and its partners have represented numerous debtors in their bankruptcy matters, including 2U, Inc., Allen Systems Group, Inc., Alta Mesa Resources, Inc., Audacy, Inc., Barretts Minerals, Inc., Chaparral Energy, Inc., Dayton Superior Corporation, DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.), DocuData Solutions, L.C., Emerge Energy Services LP, Enduro Resource Partners LLC, First Mode Holdings, Inc., Global Eagle Entertainment Inc., GNC Holdings, Inc., Hexion Holdings LLC, Hi-Crush Inc., IG Design Group Americas, Inc., Illinois Power Generating Company, Imerys Talc America, Inc., JOANN Inc., Libbey Glass Inc., Lincoln Power, L.L.C., Lonestar Resources US Inc., Lucky Brand Dungarees, LLC, Lumileds Holding

B.V., Mallinckrodt plc, MLCJR LLC, Monitronics International, Inc., Nine Point Energy Holdings, Inc., Pacific Drilling S.A., Paddock Enterprises, LLC, Panda Temple Power, LLC, Rentech WP U.S. Inc., Robertshaw US Holding Corp., RunItOneTime LLC, Sable Permian Resources, LLC, Sienna Biopharmaceuticals, Inc., Starry Group Holdings, Inc., Stone Energy Corporation, Sundance Energy Inc., Superior Energy Services, Inc., The Container Store Group, Inc., Virgin Orbit Holdings, Inc., Vital Pharmaceuticals, Inc., Weatherford International plc, Wolfspeed, Inc., and Zen JV, LLC.

10. Since being retained, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial issues, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options and assisting the Debtors with exploring potential out-of-court transactions and ultimately preparing the Chapter 11 Cases, including negotiating the restructuring support agreement dated as of August 20, 2025 (as amended from time to time and including all exhibits and schedules thereto, the "*Restructuring Support Agreement*") and the Debtors' chapter 11 plan of reorganization. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases. Accordingly, the Debtors believe that L&W is both well-qualified and uniquely able to represent them in the Chapter 11 Cases and that such representation is critical to the Debtors' efforts to successfully reorganize while maximizing value for their estates.

SERVICES TO BE PROVIDED

11. The Debtors desire to employ L&W under a general retainer because of, among other reasons, the nature of the legal services that will be required in connection with the Chapter 11 Cases. To engage alternative counsel at this stage of the Debtors' cases would be disruptive and inefficient, and would likely delay the Debtors' progress toward a successful reorganization.

12. Consistent with the Engagement Letter, the Debtors expect L&W to provide the following legal services:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b) advise and consult on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c) advise the Debtors and take all necessary action to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved;
- d) analyze proofs of claim filed against the Debtors and object to such claims as necessary;
- e) represent the Debtors in connection with obtaining authority to continue using cash collateral and obtaining postpetition financing;
- f) attend meetings and negotiate with representatives of creditors, interest holders, and other parties in interest;
- g) analyze executory contracts and unexpired leases, and potential assumptions, assignments, or rejections of such contracts and leases;
- h) prepare pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- i) advise the Debtors in connection with any potential sale of assets;
- j) take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- k) appear before this Court or any appellate courts to protect the interests of the Debtors' estates before those courts;
- l) advise on corporate, litigation, regulatory, finance, tax, employee benefits, and other legal matters; and
- m) perform all other necessary legal services for the Debtors in connection with the Chapter 11 Cases.

13. Concurrently with the filing of this Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP (“**Hunton**”) as their bankruptcy co-counsel and Quinn Emanuel Urquhart & Sullivan, LLP (“**Quinn**”) as special counsel to lead the investigation by the Debtors’ independent director. Because L&W, Hunton, and Quinn will have well-defined and distinct roles, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate with Hunton, and Quinn, and any other counsel the Debtors retain in the Chapter 11 Cases, to ensure that the legal services each firm provides to the Debtors are not duplicative.

14. The Debtors also have filed or intend to file applications to employ other professionals. L&W has advised the Debtors that it intends to carefully monitor the efforts of these other retained professionals and coordinate with such professionals to delineate clearly their respective duties in order to prevent duplication of effort, whenever possible. The efficient coordination of the efforts of the Debtors’ attorneys and other professionals will greatly add to the effective administration of the Chapter 11 Cases.

PROFESSIONAL COMPENSATION

15. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm’s expertise, performance, and reputation, the nature of the work involved, and other factors. L&W’s hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

16. L&W’s current hourly rates are set forth in the Klidonas Declaration. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic

adjustments to reflect economic and other conditions.² Except as may otherwise be set forth in the Klidonas Declaration, L&W did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and none of the L&W professionals included in this engagement will vary his or her rate based on the geographic location of the Chapter 11 Cases.

17. Other than (a) the adjustments described above and as set forth in the Klidonas Declaration and (b) a postpetition 50% discount applied to rates charged for non-working travel time, L&W's hourly rates and the financial terms of the engagement proposed herein are consistent with the rates and terms of L&W's prepetition engagement. As described in the Retention Declaration, the Debtors have reviewed and approved L&W's standard rate structure and determined that it is appropriate and comparable to (a) the rates that L&W charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

18. Consistent with the Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items.

² L&W increases the hourly billing rate of attorneys and paraprofessionals in the form of (a) step increases historically awarded in the ordinary course of business on the basis of advancing seniority and promotion and (b) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines (as defined below)). As set forth in the Order, L&W will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee before implementing any periodic increases, and will file any such notice with the Court.

19. During the Chapter 11 Cases, L&W will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in the Chapter 11 Cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders entered in the Chapter 11 Cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against L&W's reasonable fees and expenses to be determined at the conclusion of the Chapter 11 Cases.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

20. As of the Petition Date, the Debtors did not owe L&W any amounts for legal services rendered before the Petition Date, and L&W is not a creditor of the Debtors.

21. As set forth in the Klidonas Declaration, during the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of \$9,197,681.40 for services performed and expenses incurred, and to be performed and incurred, including in preparation for the commencement of the Chapter 11 Cases. Most payments were in the form of retainers for the advance payment of subsequent invoices (the "*Fee Advance*"). As of the Petition Date, the balance of the Fee Advance was approximately \$842,375. L&W will seek the approval of this Court prior to applying any portion of the remaining Fee Advance to postpetition fees and expenses.

22. L&W requests that the Fee Advance be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. The Debtors submit that an evergreen retainer is appropriate for several reasons. First, these types of retainer agreements reflect normal business terms in the marketplace. Second, both L&W and the Debtors are sophisticated business entities that have negotiated the retainer at arm's length. Third, the retention of L&W is in the best interests of the

Debtors' estates, as the applicable retention agreement and retainer allow the Debtors to maintain their prepetition relationship established with L&W.

L&W'S DISINTERESTEDNESS

23. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Klidonas Declaration, the partners, counsel, and associates of L&W (a) do not have any connection with any of the Debtors, their affiliates, their creditors, any other party in interest, the U.S. Trustee or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtors' estates. The Debtors will utilize Hunton and/or Quinn, as necessary, or retain separate conflicts counsel if neither L&W nor Hunton nor Quinn are available for a particular matter.³

24. As disclosed in the Klidonas Declaration, L&W has in the past represented, currently represents, and likely in the future will represent, certain parties in interest in the Chapter 11 Cases. Except as set forth in the Klidonas Declaration, all such representations are or were in connection with matters wholly unrelated to the Debtors and the Chapter 11 Cases. Pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting as the

³ In the event the Debtors seek to employ and retain separate conflicts counsel in connection with the Chapter 11 Cases to handle matters that the Debtors may encounter that cannot be handled appropriately by L&W, Hunton, or Quinn because of a conflict of interest, then the Debtors intend that the services of such conflicts counsel shall complement, and not duplicate, the services to be rendered by L&W, Hunton, and Quinn. Moreover, the responsibilities of such conflicts counsel shall be confined to discrete legal matters that are distinct from the matters handled by L&W, Hunton, and Quinn. Conflicts counsel shall act on its own and will not act under the direct supervision of L&W. Indeed, the Debtors are extremely mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

Debtors' co-counsel merely because it has represented or currently represents certain parties in interest in matters unrelated to the Chapter 11 Cases.

25. The Debtors understand that L&W will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in the Chapter 11 Cases and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a) to disclose any material developments regarding the Debtors or any other pertinent relationships that come to L&W's attention.

BASIS FOR RELIEF

26. The Debtors seek retention and employment of L&W as their co-counsel pursuant to section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

27. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

28. The Debtors submit that for all the reasons stated above and in the Klidonas Declaration and the Retention Declaration, the retention and employment of L&W is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved.

Further, as stated in the Klidonas Declaration, L&W is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and L&W does not hold or represent an interest adverse to the Debtors’ estates and has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in the Klidonas Declaration.

NOTICE

29. Notice of this Application will be given to the parties on the Debtors’ Master Service List. A copy of this Application is available on (a) the Court’s website, at www.txs.uscourts.gov, and (b) the website maintained by the Debtors’ claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/ModivCare>.

WHEREFORE, the Debtors respectfully request that the Court enter the proposed Order granting the relief requested in this Application and such other and further relief as the Court may deem just and proper.

Dated: September 19, 2025

/s/ Faisal Khan

Name: Faisal Khan

Title: General Counsel & Secretary

CERTIFICATE OF SERVICE

I certify that on September 19, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II

Exhibit A

Klidonas Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF GEORGE KLIDONAS AND
DISCLOSURE STATEMENT OF LATHAM & WATKINS LLP**

I, George Klidonas, declare as follows:

1. I am a partner in the law firm of Latham & Watkins LLP (“***L&W***”), an international law firm with offices across the United States, Europe, and Asia. I am admitted in, practicing in, and a member in good standing of the state bars of New York and New Jersey, and there are no disciplinary proceedings pending against me. I am over the age of eighteen, am authorized to submit this declaration, and am competent to testify on the matters contained herein.

2. I submit this declaration to provide disclosure in connection with the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Co-Counsel Effective as of the Petition Date* (the “***Application***”),² by which the above-captioned debtors and debtors-in-possession (together,

¹ A complete list of each of the Debtors in the 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

the “**Debtors**”) seek authority to employ and retain L&W as bankruptcy co-counsel effective as of the Petition Date.

3. Except as otherwise indicated, all facts set forth in this declaration are based upon my personal knowledge, information supplied to me by other L&W professionals or paraprofessionals, or learned from my review of relevant documents. To the extent any information disclosed herein requires amendment or modification as additional information becomes available to L&W, a supplemental declaration will be submitted to this Court reflecting such amended or modified information.

L&W’S QUALIFICATIONS

4. The Debtors seek to retain L&W because of L&W’s recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases and because of L&W’s knowledge of the Debtors’ business and financial affairs.

5. L&W and its partners have represented numerous debtors in their bankruptcy matters, including 2U, Inc., Allen Systems Group, Inc., Alta Mesa Resources, Inc., Audacy, Inc., Barretts Minerals, Inc., Chaparral Energy, Inc., Dayton Superior Corporation, DNIB Unwind, Inc. (f/k/a BIND Therapeutics, Inc.), DocuData Solutions, L.C., Emerge Energy Services LP, Enduro Resource Partners LLC, First Mode Holdings, Inc., Global Eagle Entertainment Inc., GNC Holdings, Inc., Hexion Holdings LLC, Hi-Crush Inc., IG Design Group Americas, Inc., Illinois Power Generating Company, Imerys Talc America, Inc., JOANN Inc., Libbey Glass Inc., Lincoln Power, L.L.C., Lonestar Resources US Inc., Lucky Brand Dungarees, LLC, Lumileds Holding B.V., Mallinckrodt plc, MLCJR LLC, Monitronics International, Inc., Nine Point Energy Holdings, Inc., Pacific Drilling S.A., Paddock Enterprises, LLC, Panda Temple Power, LLC, Rentech WP U.S. Inc., Robertshaw US Holding Corp., RunItOneTime LLC, Sable Permian

Resources, LLC, Sienna Biopharmaceuticals, Inc., Starry Group Holdings, Inc., Stone Energy Corporation, Sundance Energy Inc., Superior Energy Services, Inc., The Container Store Group, Inc., Virgin Orbit Holdings, Inc., Vital Pharmaceuticals, Inc., Weatherford International plc, Wolfspeed, Inc., and Zen JV, LLC.

6. I am one of the principal L&W attorneys working on this engagement. I have extensive experience in corporate restructurings and have represented debtors, asset purchasers, bank groups, secured lenders, unsecured creditors, and other parties in both in-court and out-of-court restructurings, and in related litigation. Other professionals and paraprofessionals in L&W's insolvency practice and in other practice areas, many of whom also have extensive experience in corporate restructurings generally and debtor representations in chapter 11 cases specifically, will participate in the representation of the Debtors in the Chapter 11 Cases.

7. Since being retained, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial circumstances, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options, assisting the Debtors with pursuing potential out-of-court solutions, and ultimately preparing the Chapter 11 Cases, including negotiating the Restructuring Support Agreement and the Debtors' chapter 11 plan of reorganization. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases.

8. Accordingly, I believe that L&W is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases and that such representation will contribute greatly to the efficient administration of the estates, thereby minimizing expense to the estates and facilitating the progress of the Chapter 11 Cases.

SERVICES TO BE PROVIDED

9. The Debtors desire to employ L&W under a general retainer because of, among other reasons, the nature of the legal services that will be required in connection with the Chapter 11 Cases. To engage alternative counsel at this stage of the Debtors' cases would be tremendously disruptive and inefficient, and would likely delay the Debtors' emergence beyond the timeline necessary for a successful reorganization.

10. Consistent with the Engagement Letter, a copy of which is attached as **Exhibit 1** hereto, L&W expects to provide, without limitation, the following legal services:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their businesses and properties;
- b) advise and consult on the conduct of the Chapter 11 Cases, including all of the legal and administrative requirements of operating in chapter 11;
- c) advise the Debtors and take all necessary action to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any action commenced against the Debtors, and representing the Debtors' interests in negotiations concerning litigation in which the Debtors are involved;
- d) analyze proofs of claim filed against the Debtors and object to such claims as necessary;
- e) represent the Debtors in connection with obtaining authority to continue using cash collateral and obtaining postpetition financing;
- f) attend meetings and negotiate with representatives of creditors, interest holders, and other parties in interest;
- g) analyze executory contracts and unexpired leases, and potential assumptions, assignments, or rejections of such contracts and leases;
- h) prepare pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, orders, reports, and papers necessary or otherwise beneficial to the administration of the Debtors' estates;
- i) advise the Debtors in connection with any potential sale of assets;

- j) take necessary action on behalf of the Debtors to obtain approval of a disclosure statement and confirmation of a chapter 11 plan;
- k) appear before this Court or any appellate courts to protect the interests of the Debtors' estates before those courts;
- l) advise on corporate, litigation, regulatory, finance, tax, employee benefits, and other legal matters; and
- m) perform all other necessary legal services for the Debtors in connection with the Chapter 11 Cases.

11. I understand that, concurrently with the filing of the Application, the Debtors anticipate filing an application to retain Hunton Andrews Kurth LLP ("**Hunton**") as their bankruptcy co-counsel and Quinn Emanuel Urquhart & Sullivan, LLP ("**Quinn**") as special counsel to lead the investigation by the Debtors' independent director. Because L&W, Hunton, and Quinn will have distinct and well-defined roles, each counsel will not duplicate the services the other provides to the Debtors. L&W will coordinate with Hunton, and Quinn, and any other counsel the Debtors retain in the Chapter 11 Cases to ensure that the legal services each firm provides to the Debtors are not duplicative.

12. The Debtors have also filed or intend to file applications to employ other professionals. L&W intends to carefully monitor the efforts of all other retained professionals the Debtors retain in the Chapter 11 Cases and to coordinate with such professionals to delineate clearly their respective duties in order to prevent duplication of efforts, whenever possible.

PROFESSIONAL COMPENSATION

13. L&W intends to apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any procedures and orders of the Court.

14. L&W operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors. L&W's current hourly rates for matters related to the Chapter 11 Cases range as follows:

<u>Billing Category</u>	<u>Rates</u>
Partners	\$1,680 to \$2,650
Counsel	\$1,595 to \$2,070
Associates	\$835 to \$1,635
Professional Staff	\$255 to \$980
Paralegals	\$355 to \$755

15. L&W's hourly rates are designed to compensate L&W fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions (which adjustments will be reflected in the first L&W fee application following such adjustments).³

16. Consistent with the Engagement Letter and L&W's policy with respect to its other clients, L&W will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is L&W's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also L&W's policy to charge its clients only the amount actually incurred by L&W in connection with such items. These charges and disbursements include (without limitation) costs for photocopying, electronic data management services, including scanning and document

³ L&W's billing rates are usually revised annually, on or around January 1 of each year, as is customary with L&W's policies. Accordingly, L&W's billing rates will likely increase on January 1, 2026. As set forth in the Order, L&W will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee before implementing any periodic increases, and will file any such notice with the Court.

imaging, travel, travel-related expenses, business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings. L&W professionals also may charge their overtime meals and overtime transportation to the Debtors consistent with prepetition practices, and L&W will continue to charge for overtime secretarial charges that arise out of business necessity.

17. No promises have been received by L&W, or any partner, counsel, or associate thereof, as to payment or compensation in connection with the Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. Except for sharing arrangements among L&W, its affiliated law practice entities, and their respective members, in accordance with sections 329 and 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b), L&W has not entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in the Chapter 11 Cases for (a) the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (b) payment of such compensation from the assets of the estates in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (c) payment of compensation in connection with the Chapter 11 Cases other than in accordance with the applicable provisions of the Bankruptcy Code.

STATEMENT PURSUANT TO THE U.S. TRUSTEE GUIDELINES

18. L&W will make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and with any fee applications filed by L&W in the Chapter 11 Cases.

19. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Guidelines:

- a. **Question:** Did L&W agree to any variations from, or alternatives to, L&W's standard billing arrangements for this engagement?

Answer: No.

- b. **Question:** Do any of the L&W professionals in this engagement vary their rate based on the geographic location of the Debtors' chapter 11 cases?

Answer: No.

- c. **Question:** If L&W has represented the Debtors in the 12 months prepetition, disclose L&W's billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If L&W's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: L&W's current hourly rates for services rendered on behalf of the Debtors are set forth above. All material financial terms have remained unchanged since the prepetition period, except (i) the rates for certain lawyers advising the Debtors in the Chapter 11 Cases will be limited by the applicable rate ranges set forth in paragraph 14 above and (ii) for a postpetition 50% discount for non-working travel time.

- d. **Question:** Have the Debtors approved L&W's budget and staffing plan and, if so, for what budget period?

Answer: The Debtors have approved the budgeted fees and expenses of L&W, reflected in the amounts set forth for professional fees in the approved 13-week cash flow budget attached to the *Interim Order Authorizing the Debtors to Obtain Postpetition Financing* [Docket No. 106] as Schedule 1 thereto. The Debtors understand and agree that the budgeted amounts set forth therein reflect a good-faith estimate of, rather than a cap on, professional fees and expenses.

COMPENSATION RECEIVED BY L&W FROM THE DEBTORS

20. As of the Petition Date, the Debtors did not owe L&W any amounts for legal services rendered before the Petition Date, and L&W is not a creditor of the Debtors.

21. As set forth in the Application, during the 90-day period prior to the Petition Date, L&W received payments and advances in the aggregate amount of \$9,197,681.40 for services

performed and expenses incurred, and to be performed and incurred, including in preparation for the commencement of the Chapter 11 Cases. Most payments were in the form of retainers for the advance payment of subsequent invoices (the “*Fee Advance*”). As of the Petition Date, the balance of the Fee Advance was approximately \$842,375. L&W will seek the approval of this Court prior to applying any portion of the remaining Fee Advance to postpetition fees and expenses.

22. L&W requests that the Fee Advance be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W’s fees and expenses are awarded and payable to L&W on a final basis.

DISINTERESTEDNESS

23. In preparing this declaration, I used a set of procedures developed by L&W to ensure compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the “*Firm Disclosure Procedures*”). Pursuant to the Firm Disclosure Procedures, I performed, or caused to be performed, the following actions to identify the parties relevant to this declaration and to ascertain L&W’s connection to such parties:

- a. The following comprehensive list (the “*Retention Checklist*”) of the types of entities that may have contacts with the Debtors was developed through discussions with the L&W attorneys who have provided services to the Debtors and in consultation with the advisors to and senior management of the Debtors:
 - (i) Debtors
 - (ii) Non-Debtor Affiliates
 - (iii) Debtors’ Previous Names and Predecessors
 - (iv) Debtors’ Restructuring and Other Significant Professionals (including Professionals for Other Major Stakeholders)
 - (v) Debtors’ Ordinary Course Professionals
 - (vi) Major Equity Holders
 - (vii) Current and Former Officers and Directors
 - (viii) Trustees, Agents, Secured Lenders (Including Certain Bondholders) and Other Potential Lienholders
 - (ix) Other Noteholders

- (x) Top 30 Unsecured Creditors
- (xi) Major Suppliers and Vendors
- (xii) Major Customers
- (xiii) Debtors' Banks
- (xiv) Insurance Parties
- (xv) Surety Bond Issuers and Beneficiaries
- (xvi) Landlords
- (xvii) Utility Providers
- (xviii) United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members)
- (xix) United States Trustee for the Southern District of Texas (and Key Staff Members)
- (xx) Employee Insurance Program Administrators
- (xxi) Debtors' Competitors
- (xxii) Adverse Parties in Litigation, Administrative Proceedings, and Other Legal or Regulatory Matters
- (xxiii) Government Authorities and Tax Collectors

- b. L&W obtained information responsive to the Retention Checklist through several inquiries of the Debtors' senior management and advisors and review of documents provided by the Debtors to L&W. L&W then used that information, together with other information identified by L&W, to compile a list of the names of entities that may be parties in interest in the Chapter 11 Cases (the "***Potential Parties in Interest***"), as set forth on **Appendix 1** hereto.⁴ The information listed on **Appendix 1** may have changed without my knowledge and may change during the pendency of the Chapter 11 Cases. L&W will supplement this declaration, as described below, when L&W becomes aware of new material information.
- c. L&W maintains a master client database as part of its conflict clearance and billing records. The master client database includes the names of the entities for which any attorney time charges have been billed since the database was first created (the "***Client Database***"). The Client Database includes the names of all current and former clients, the names of the parties who are or were related or adverse to such current and former clients, and the names of the L&W personnel who are or were responsible for current or former matters for such clients. L&W policy is that no new matter may be accepted or opened within L&W without completing and submitting to those charged with maintaining the conflict clearance system the information necessary to check each such matter for conflicts, including the identity of the prospective client, the name of the matter, adverse parties, and, in some cases, parties related to the client or to an adverse party. Accordingly, the database is updated for every new matter undertaken by L&W. The

⁴ The entities included on the list of Potential Parties in Interest (and the categories contained therein) were provided by the Debtors to L&W for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose.

accuracy of the system is a function of the completeness and accuracy of the information submitted by the attorney opening a new matter.

- d. L&W compared the names of each of the Potential Parties in Interest to client matters in the Client Database for which professional time was recorded during the three years prior to the Petition Date and compiled a list of any matches generated by the comparison (the “*Client Match List*”). The Client Match List is set forth on **Appendix 2** hereto.⁵
- e. Using information in the Client Database concerning entities on the Client Match List and making general and, if applicable, specific inquiries of L&W personnel, L&W verified that it does not represent and has not represented any entity on the Client Match List in connection with the Debtors or the Chapter 11 Cases, except as otherwise disclosed in this declaration.
- f. In addition, a general inquiry was sent by email to all L&W attorneys to determine whether any such individuals or any members of their households (i) own or owned any debt or equity securities of the Debtors; (ii) hold or held any claim against or interest adverse to the Debtors; (iii) represent or represented a client in a matter adverse to the Debtors; (iv) are or were officers, directors, or employees of the Debtors; (v) are related to or have any connections to Bankruptcy Judges in the Southern District of Texas; or (vi) are related to or have any connections to anyone working in the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”).

24. L&W compiled responses to the foregoing inquiries for the purpose of preparing this declaration. Responses to the inquiry described in subparagraph (f) above indicate that, as of the Petition Date and except as described below, no L&W attorneys or members of their household: (a) own or owned any debt or equity securities of the Debtors;⁶ (b) hold or held any claim against or interest adverse to the Debtors; (c) represent or represented a client in a matter adverse to the Debtors; (d) are or were officers, directors, or employees of the Debtors; (e) are related to or have

⁵ As referenced in **Appendix 2**, the term “*Current Client*” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term “*Former Client*” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

⁶ Certain L&W attorneys or members of the households of L&W attorneys may unknowingly hold interests in the Debtors in blind, discretionary accounts, exchange-traded funds, or mutual funds.

any connections to Bankruptcy Judges in the Southern District of Texas; or (f) are related to or have any connections to anyone working in the Office of the U.S. Trustee.

25. Of the entities listed on Appendix 2, only JPMorgan Chase Bank, N.A (“*JPM*”) represented more than 1.0% of L&W’s total client billings for the twelve-month period ending July 31, 2025 (on a consolidated basis)⁷. JPM, however, did not represent more than 2.0% of L&W’s total client billings for such twelve-month period.

26. L&W will not represent the Debtors in an adversary proceeding commenced against any client of L&W unless L&W has an applicable waiver on file or first receives a waiver from such entity allowing L&W to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtors to commence an adversary proceeding against that entity, the Debtors will employ Hunton and/or Quinn, as necessary, or retain separate conflicts counsel if neither L&W nor Hunton nor Quinn are able to represent them in that particular matter. In addition, L&W will not represent any client on any matter adverse to the Debtors or their estates while retained as the Debtors’ co-counsel in the Chapter 11 Cases.⁸

27. L&W will periodically review its files during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any relevant facts or relationships are discovered or arise, L&W will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy

⁷ According to L&W’s records as of September 15, 2025.

⁸ In the event the Debtors seek to employ and retain separate conflicts counsel in connection with the Chapter 11 Cases to handle matters that the Debtors may encounter that cannot be handled appropriately by L&W, Hunton or Quinn because of a conflict of interest, then the Debtors intend that the services of such conflicts counsel shall complement, and not duplicate, the services to be rendered by L&W, Hunton and/or Quinn. Moreover, the responsibilities of such conflicts counsel shall be confined to discrete legal matters that are distinct from the matters handled by L&W, Hunton, or Quinn. Conflicts counsel shall act on its own and will not act under the direct supervision of L&W. Indeed, the Debtors are extremely mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

Rule 2014(a). In that regard, L&W intends to disclose clients in the capacity that they first appear in a conflicts search. For example, if a client has already been disclosed in this declaration in one capacity (*e.g.*, a bank), and the client appears in a subsequent conflicts search in a different capacity (*e.g.*, a bondholder), then L&W does not intend to disclose the same client again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

28. Except as set forth herein, and based upon the information available to me, neither I, nor L&W, nor any partner or associate thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors or their estates. Based on the foregoing and to the best of my knowledge, I believe that: (a) L&W is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code; and (b) L&W has no connection to the Debtors, their creditors, or their related parties except as may be disclosed in this declaration (as supplemented from time-to-time). The proposed engagement of L&W is not prohibited by or improper under Bankruptcy Rule 5002(a).

SPECIFIC DISCLOSURES

29. As specifically set forth below and in **Appendix 2**, L&W represents or has represented certain of the Debtors’ creditors, banks, bondholders, directors, employee insurance program administrators, professionals, utility providers, or other Potential Parties in Interest in matters unrelated to the Debtors and the Chapter 11 Cases. Except as set forth below in the section entitled “Former Representations Adverse to the Debtors,” none of the representations or relationships described herein is adverse to the interests of the Debtors or their estates. Moreover, pursuant to section 327(c) of the Bankruptcy Code, L&W is not disqualified from acting as the Debtors’ co-counsel merely because it represents or has represented the Debtors’ creditors or other

Potential Parties in Interest in matters unrelated to the Chapter 11 Cases. I do not believe that L&W's current and prior representations described herein preclude L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

Former Representation of Administrative Agent Under First Lien Credit Agreement

30. L&W formerly represented JPM, as the administrative agent and collateral agent under that certain Credit Agreement dated as of February 3, 2022, among Debtor ModivCare Inc. as the borrower, the lenders party thereto, and the other parties from time to time thereto (the "***First Lien Credit Agreement***"). While L&W was counsel to JPM in its capacity as administrative agent under the First Lien Credit Agreement, L&W did not represent any lender or other party in connection with the First Lien Credit Agreement. On or about December 9, 2024, JPM replaced L&W as counsel with Paul Hastings LLP in connection with its agency role under the First Lien Credit Agreement. Thereafter, on January 9, 2025, the Debtors entered into and consummated *Amendment No. 5 to Credit Agreement* with JPM, as administrative agent, Wells Fargo and other lenders party thereto, and certain subsidiaries of ModivCare from time to time party thereto as guarantors (the "***Fifth Amendment***"), and an exchange agreement whereby certain of the Unsecured Notes were exchanged into the Second Lien Notes (the "***Exchange Agreement***"). L&W was neither counsel to the Debtors nor counsel to JPM at the time of the Fifth Amendment or the Exchange Agreement. On June 13, 2025, L&W became counsel to the Debtors pursuant to the terms of the Engagement Letter. On or about August 7, 2025, JPM gave formal notice of its resignation as agent under the First Lien Credit Agreement. L&W's representation of JPM was wholly unrelated to the Chapter 11 Cases and concluded prepetition. I do not believe that L&W's former representation of JPM as the former administrative agent under the First Lien Credit

Agreement precludes L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

Other Former Miscellaneous Adverse Representations

31. L&W formerly represented Bank of America, N.A.,⁹ in connection with certain corporate matters pertaining to Debtor ModivCare Inc. L&W’s representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

32. L&W formerly represented Citizens Bank, N.A., in connection with certain corporate and finance matters pertaining to Debtor Valued Relationships, Inc. L&W’s representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

33. L&W formerly represented Jefferies Finance LLC in connection with certain corporate matters pertaining to Debtor ModivCare Inc. L&W’s representation in these matters was wholly unrelated to the Chapter 11 Cases and concluded prepetition.

34. Other than the matters described in Paragraphs 30-33 above, L&W has not represented any Potential Parties in Interest listed on **Appendix 1** in connection with any matter adverse to the Debtors, and L&W will not represent any party in any such matter while retained as the Debtors’ restructuring co- counsel. For the avoidance of doubt, L&W does not currently represent any party in any matter adverse to the Debtors. I do not believe that L&W’s former representation of JPM, Bank of America, N.A., Citizens Bank, N.A., or Jefferies Finance LLC preclude L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

⁹ For the avoidance of doubt, Bank of America, N.A. is a wholly owned subsidiary of Bank of America Corporation.

Relationships with Trustees, Agents, and Other Secured Parties

35. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' lenders, trustees, agents, noteholders, other secured parties, and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented Ameriprise Financial, Ankura Trust Company, LLC, Bank of America Corporation, Barclays Bank PLC, Beach Point Capital Management, Blackrock, BNP Paribas S.A., Brigade Capital Management, Canadian Imperial Bank of Commerce, CIBC Bank USA, Deutsche Bank AG New York Branch, D.E. Shaw & Co., Ensign Peak Advisors, FIAM LLC, HalseyPoint Asset Management, LLC, Hewlett-Packard Financial Services Company, HG Vora Capital Management, HSBC Bank PLC, Jefferies Finance LLC, JPM, Jupiter Asset Management, KeyBank National Association, Neuberger Berman Group, Polen Capital Management, Redwood Capital Management, Regions Bank, Silver Rock Financial LP, Sumitomo Mitsui Banking Corporation, Summit House Capital Management LLC, TCW Group, Truist Bank, U.S. Bank Equipment Finance, Wells Fargo Bank Arizona National Association and/or certain of their affiliates (collectively, the "***Lenders and Secured Parties***") in a number of different matters unrelated to the Debtors and the Chapter 11 Cases.

36. Other than the matters described in Paragraphs 30-33 above, L&W has not represented the Lenders and Secured Parties in connection with any matter related to the Debtors or the Chapter 11 Cases, and L&W will not represent the Lenders and Secured Parties in any such matter while retained as the Debtors' restructuring co-counsel. I do not believe that L&W's past or current representation of the Lenders and Secured Parties precludes L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the Lenders and Secured Parties become directly adverse to one another in an adversary proceeding in the

Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

Relationships with Bondholders

37. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' bondholders and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented AllianceBernstein Holding LP, Ameriprise Financial, BlackRock, Canadian Imperial Bank, Jupiter Fund Management, Polen Capital Management, TCW Group and/or certain of their affiliates (collectively, the "***Bondholders***") in a number of different matters unrelated to the Debtors and the Chapter 11 Cases.

38. L&W has not represented the Bondholders in connection with any matter related to the Debtors or the Chapter 11 Cases, and L&W will not represent the Bondholders in any such matter while retained as the Debtors' restructuring co-counsel. I do not believe that L&W's past or current representation of the Bondholders precludes L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the Bondholders become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

Connections to Directors and Officers

39. Todd Carter, Alec Cunningham, and Erin Russell, who currently serve as independent board members of ModivCare Inc., serve, have served, or may in the future serve from time to time, in various management, consulting, trustee, and/or director capacities of other active or inactive L&W clients in matters wholly unrelated to the Chapter 11 Cases. I do not believe L&W's current or prior representations of clients for which the Debtors' board members serve or served in management and/or director capacities precludes L&W from being a

“disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code.

Relationships with Significant Creditors and Contract Counterparties

40. L&W currently represents or formerly represented certain of the Debtors’ significant prepetition creditors, contract counterparties, customers, vendors and suppliers, and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented: Amazon Web Services, Inc., American Express, Blue Cross California, CDW Direct, Centene Corporation, Humana, Inc., Lyft Healthcare Inc, Lyft Inc, Salesforce.com Inc, Uber Health LLC, United Healthcare Services Inc., and Workday Inc, in a number of different matters unrelated to the Debtors or the Chapter 11 Cases. I do not believe that L&W’s past or current representations described in this paragraph precludes L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the foregoing entities become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

Insurance Parties

41. Certain insurance companies pay the legal bills of L&W clients. Some of these insurance companies may be involved in the Chapter 11 Cases. None of these insurance companies, however, is an L&W client as a result of the fact that it pays legal fees on behalf of a client of L&W.

42. As disclosed in Appendix 2, L&W currently represents or formerly represented certain of the Debtors’ insurance providers and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented Allianz Global Risks US Insurance Company, Berkshire Hathaway Specialty Insurance Company, Cobbs Allen Capital Holdings, Liberty

Surplus Insurance Corporation, XL Specialty Insurance Company and/or certain of their affiliates (collectively, the “**Insurance Providers**”) in a number of different matters unrelated to the Debtors and the Chapter 11 Cases.

43. L&W has not represented the Insurance Providers in connection with any matter related to the Debtors or the Chapter 11 Cases, and L&W will not represent the Insurance Providers in any such matter while retained as the Debtors’ restructuring co-counsel. I do not believe that L&W’s past or current representation of the Insurance Providers precludes L&W from being a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the Insurance Providers become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

Relationships to Other Entities

44. Certain of the parties in interest in the Chapter 11 Cases may be, or previously may have been, members of ad hoc or official creditors’ committees represented by L&W in matters unrelated to the Chapter 11 Cases. In such instances, L&W represented only the committee or group, and did not represent the creditors in their individual capacities, and no attorney client relationship exists or existed between L&W and such parties in interest unless specifically noted. L&W does not and will not represent any of these parties in connection with the Chapter 11 Cases.

45. L&W may have represented, and may currently represent, entities that hold or may in the future hold certain of the Debtors’ debt in beneficial accounts on behalf of unidentified parties. Because distressed debt is actively traded in commercial markets, L&W may be unaware of the actual holder of such debt at any given moment. L&W also represents numerous entities in unrelated matters that may buy and/or sell distressed debt, claims, or equity interests of chapter 11

debtors. Moreover, from time to time, L&W is engaged by various entities that buy and/or sell distressed debt to analyze the capital structure of a distressed company based on a review of publicly available information. L&W does not undertake such reviews after it has been engaged to represent any such company, including the Debtors, and does not view any public debt review as an adverse representation to the Debtors. Similarly, as a large, international firm, L&W may represent creditors and/or investors of or parties interested in investing in one or more parties in interest in these cases. L&W does not believe these relationships represent interests adverse to the estate.

46. Certain of the Debtors and their non-debtor affiliates or other entities associated with the Debtors may be creditors of entities that L&W currently represents or has represented in bankruptcy proceedings or post-effective date claims processes. Similarly, certain parties in interest in the Chapter 11 Cases may be current or former L&W restructuring clients. L&W will not represent the Debtors, the Debtors' non-debtor affiliates, or other entities associated with the Debtors in any matter related to other L&W clients' bankruptcy proceedings. Nor will L&W represent any of its other restructuring clients against the Debtors in any of its other clients' restructuring matters. L&W's other chapter 11 representations are unrelated to the Chapter 11 Cases and the Debtors. I do not believe these representations preclude L&W from meeting the disinterestedness standard under the Bankruptcy Code.

Relationships with Major Equity Holders

47. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' major equity holders and/or certain of their affiliates. Specifically, L&W currently represents or in the past has represented The Vanguard Group, Inc. and D.E. Shaw & Co and/or certain of their affiliates (collectively, the "***Equity Holders***") in a number of different matters unrelated to the Debtors and the Chapter 11 Cases.

48. L&W has not represented the Equity Holders in connection with any matter related to the Debtors or the Chapter 11 Cases, and L&W will not represent the Equity Holders in any such matter while retained as the Debtors' restructuring co-counsel. I do not believe that L&W's past or current representation of the Equity Holders precludes L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the Equity Holders become directly adverse to one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

Relationships with Other Professionals

49. From time to time, L&W has referred work to other professionals to be retained in the Chapter 11 Cases, and certain such professionals have referred work to L&W. Also, as part of its practice, L&W appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of whom now or may in the future represent claimants and other parties in interest in these cases. L&W has not represented, and will not represent, any such parties in relation to the Debtors or their Chapter 11 Cases. L&W does not have any relationship with any such attorneys, accountants, financial consultants, or investment bankers that would be adverse to the Debtors or their estates.

50. As disclosed in **Appendix 2**, L&W currently represents or formerly represented certain of the Debtors' other professionals and restructuring professionals in a number of different matters unrelated to the Debtors and the Chapter 11 Cases. I do not believe that L&W's past or current representation of these other professionals in matters unrelated to the Debtors or the Chapter 11 Cases precludes L&W from being a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code. In the event that the Debtors and any of the applicable professionals become directly adverse to

one another in an adversary proceeding in the Chapter 11 Cases, the Debtors will employ Hunton, Quinn, or other conflicts counsel to handle the matter as necessary.

**L&W Connections with the Office of the United States
Trustee for the Southern District of Texas and Judges for the United
States Bankruptcy Court for the Southern District of Texas (and Key Staff Members)**

51. Certain L&W attorneys and/or personnel (or members of their immediate families): (a) previously worked at other law firms, in government services, or for other employers; (b) have participated and may participate in legal activities; (c) had and have affiliations through law school, conferences, bar, employment, or other organizations; and/or (d) may have social interactions or friendships, in each case, involving (x) Judges and/or key staff members of the United States Bankruptcy Court for the Southern District of Texas or (y) attorneys or key staff members of the Office of the United States Trustee for the Southern District of Texas. As part of its standard hiring practices, from time to time, L&W conducts interviews and may make offers of employment to staff members of the United States Bankruptcy Court for the Southern District of Texas, including law clerks.

52. Ray C. Schrock, Candace M. Arthur, and Alexander W. Welch joined L&W from Weil, Gotshal & Manges LLP (“*Weil*”) on December 2, 2024. L&W also employs certain associate attorneys who previously worked at Weil. Effective August 14, 2019, United States Bankruptcy Judge Christopher M. Lopez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, Judge Lopez was employed by and held a counsel position at Weil. Additionally, effective July 16, 2024, United States Bankruptcy Judge Alfredo R. Perez was appointed to the United States Bankruptcy Court for the Southern District of Texas. Prior to such appointment, until his retirement from Weil on December 31, 2023, Judge Perez was employed by and a member of the partnership at Weil.

53. On January 14, 2025, L&W extended an offer for employment to Kevin Samkian. Mr. Samkian is an attorney who previously served as a clerk to Judge Isgur, who is a United States Bankruptcy Judge for the Southern District of Texas. Mr. Samkian began his employment as an associate attorney with L&W on September 8, 2025. Additionally, L&W extended an offer for employment to Christina Morrison, who served as a clerk to Judge Lopez and Judge Perez from October 2023 to August 2024. Ms. Morrison also began her employment as an associate attorney with L&W on September 8, 2025.

54. I do not believe that the foregoing connections preclude L&W from meeting the disinterestedness standard under the Bankruptcy Code.

L&W Attorney Investments

55. From time to time, L&W partners, counsel, associates, and employees, or members of the households of the foregoing, personally invest in mutual funds, exchange-traded funds, retirement funds, private equity funds, venture capital funds, hedge funds, fund of funds, and other types of investment funds (the “*Investment Funds*”), through which such individuals indirectly acquire an interest in debt or equity securities of many companies, some of which may be parties in interest in the Chapter 11 Cases, often without L&W’s knowledge. Each such person generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. The Investment Funds are generally operated as a blind pool, meaning that when such persons make an investment in an Investment Fund, he, she, or they do not know what securities the blind pool Investment Fund will purchase or sell and have no control over such purchases or sales.

56. From time to time one or more L&W partners voluntarily choose to form an entity (a “*Passive-Intermediary Entity*”) to invest in one or more Investment Funds or, in certain

instances, directly in private companies. Such Passive-Intermediary Entity is comprised only of persons who were L&W partners or retired partners at the time of the Passive-Intermediary Entity's formation (although some may later become former L&W partners), and participation in such a Passive-Intermediary Entity is wholly voluntary and only a portion of L&W's partners choose to participate. L&W itself does not invest in the Passive-Intermediary Entity. The Passive-Intermediary Entity generally owns substantially less than one percent of any underlying Investment Fund, does not manage or otherwise control such Investment Fund, and has no influence over the Investment Fund's decision to buy, sell, or vote any particular security. Each Investment Fund in which a Passive-Intermediary Entity invests is operated as a blind pool, so that the Passive-Intermediary Entity does not know what securities the blind pool Investment Funds will purchase or sell, and has no control over such purchases or sales. The Passive-Intermediary Entities commonly receive periodic statements and communications from the underlying Investment Funds. The L&W partners participating in the Passive Intermediary may or may not know the identity of the Investment Fund's underlying investments or the identity of the securities purchased, sold, or held by the Investment Fund.

57. Certain of the Passive-Intermediary Entities may make a direct investment into a private company. It is my understanding that no Passive-Intermediary Entity has made any direct investment into the Debtors or otherwise purchased any debt or equity security of the Debtors. In addition, as discussed above, the Firm Disclosure Procedures involve sending a general inquiry to all L&W attorneys to determine whether any such individuals or any members of their households own or owned any debt or equity securities of the Debtors or hold or held any claim against or interest adverse to the Debtors, among other things. Thus far, no response to this general

inquiry has disclosed the ownership of any debt or equity securities of the Debtors or the holding of any claim against or interest adverse to the Debtors.

58. From time to time, L&W partners, counsel, associates, and employees personally directly acquire a debt or equity security of a company, which may be (or become) one of the Debtors, their creditors, or other parties in interest in the Chapter 11 Cases. L&W has a long-standing policy prohibiting attorneys and employees from using material non-public information that may come to their attention in the course of their work, so that all L&W attorneys and employees are barred from trading in securities with respect to which they possess material non-public information.

OTHER INVESTIGATION AND DISCLOSURE MATTERS

59. L&W's investigation and research of the Potential Parties in Interest has thus far failed to eliminate the possibility that Potential Parties in Interest other than those listed on **Appendix 2** hereto may be current or former clients of L&W because: (a) the names of the Potential Parties in Interest are similar to, but not identical to, current or former L&W clients; or (b) the names of the Potential Parties in Interest are common names that appeared on our conflict search results, but do not appear to be the same individuals or entities that are parties in interest herein.

60. Although L&W has undertaken, and continues to undertake, extensive efforts to identify connections with the Debtors and other Potential Parties in Interest, it is possible that connections with some Potential Parties in Interest have not yet been identified. Should L&W, through its continuing efforts, learn of any new connections of the nature discussed herein, L&W will so advise the Court in a timely manner as soon as reasonably practicable.

61. L&W will not, while employed by the Debtors, represent any other entity having an adverse interest to the Debtors with respect to matters upon which the Debtors seek to retain L&W during the pendency of the Chapter 11 Cases.

62. Insofar as I have been able to ascertain, I know of no conflict of interest that would preclude L&W's representation of the Debtors in the Chapter 11 Cases.

63. The foregoing constitutes the statement of L&W pursuant to sections 327(a), 329, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

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

Dated: September 19, 2025
New York, New York

/s/ George Klidonas
George Klidonas

Exhibit 1

Engagement Letter

1271 Avenue of the Americas
New York, New York 10020-1401
Tel: +1.212.906.1200 Fax: +1.212.751.4864
www.lw.com

LATHAM & WATKINS^{LLP}

FIRM / AFFILIATE OFFICES

Austin	Milan
Beijing	Munich
Boston	New York
Brussels	Orange County
Century City	Paris
Chicago	Riyadh
Dubai	San Diego
Düsseldorf	San Francisco
Frankfurt	Seoul
Hamburg	Silicon Valley
Hong Kong	Singapore
Houston	Tel Aviv
London	Tokyo
Los Angeles	Washington, D.C.
Madrid	

June 13, 2025

ModivCare Inc.
6900 Layton Avenue, Suite 1200
Denver, Colorado 80237
Attn: L. Heath Sampson

Re: Engagement Letter

Dear Heath:

We are pleased to welcome ModivCare Inc. (“ModivCare”) as a client of Latham & Watkins LLP (hereinafter referred to as “Latham” or the “Firm”). This letter will confirm our discussions regarding your engagement of our firm.

1. **LEGAL SERVICES.**

You have asked us to represent you in connection with advice regarding healthcare services, corporate, finance, capital markets, and restructuring advice.

If we agree to provide additional services beyond those described above, our work will be governed by this letter unless superseded by another written agreement. Our representation is limited to the specific services that we agree to undertake.

2. **IDENTITY OF THE CLIENT.**

Our clients in these matters will be solely ModivCare and, upon conflicts clearance should you request we represent them, any of its parent, subsidiary or affiliate entities or constituents identified to us in conjunction with these matters, or any such entity directly or indirectly controlled by ModivCare as a result of these matters (“the ModivCare Clients”). We do not represent and will not be deemed to have an attorney-client relationship with, nor owe professional duties to, any other of ModivCare’s current or future parents, shareholders, members, joint venture partners, employees, directors, management venturers or other affiliates or constituents solely on account of our representation of the ModivCare Clients under this engagement letter. This means that we may act adverse to such entities to the same extent as would be permissible if we were not engaged to represent the ModivCare Clients. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. If we subsequently agree to represent any additional clients after performing a conflicts check, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation unless we enter into a separate written agreement with such additional clients.

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Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, we may need to collect identity-verification documentation. We will seek to collect any required documentation from publicly-available sources, but may request documentation directly from you.

We provide information to clients and others about our experience in particular areas. In this context it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests, and even where a matter is publicly known, we would not publicize it if you ask us not to do so. Otherwise, however, you consent now to our using in our marketing materials (such as pitches, website biographies, representative client lists, league tables, etc.) your name and logo in describing publicly known and non-sensitive matters we have handled for you.

3. ROLES OF ATTORNEY AND CLIENT.

Our responsibilities under this engagement letter are to provide legal services, and to provide statements to you that clearly state the basis for our fees and charges.

We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so.

You agree to keep us informed of developments related to this representation and to pay our statements in a timely manner.

Latham will also check for conflicts of interest on an ongoing basis to ensure we are meeting our ethical obligations. The existence of a conflict depends on the parties involved in a specific matter, and therefore our engagement is contingent upon a formal clearing of conflicts after all interested parties are identified to us. Latham is able to search for conflicts via the firm's conflicts database each time a new party becomes involved, or a new matter begins. To allow us to conduct a conflicts check, you represent that you have identified or will identify to us all persons and entities that are or may become involved in the matters we handle for you, whether affiliated with you or not. We are relying on you to provide us with the names that are potentially relevant to this matter and any future matter in which we are engaged. We cannot identify conflicts in relation to individuals or entities whose names we have not searched.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guarantees.

Please also be aware that Latham has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers at no cost to you. You acknowledge that any such consultation is protected by Latham's own attorney-client

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privilege, not subject to discovery, and is property of the firm and is not part of the Client File as defined in Section 4 of this letter.

Certain laws (for example, those relating to money laundering and tax fraud) give power to authorities such as the police or tax authorities to inspect client information and take copies of documents. In addition, in specific circumstances, these laws compel us to report information to the authorities even in the absence of a request. It is possible that, at any time, we may be requested by these authorities to provide them with access to documents held by our firm, or to attend interviews with them in connection with the work we have done for you. In the unlikely event that such a situation arises, we shall comply with the request only to the extent that we believe we are bound by law to do so and, insofar as it is practicable, shall notify you of the request or the sharing of information. As part of our service to you, we will do our best to protect your interests in those circumstances. We reserve the right to disclose any information to our professional indemnity insurers, advisers or bankers in connection with the operation of our client account.

4. CLIENT FILES AND RETENTION.

In the course of your representation, we shall maintain a file in which we may store correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to your representation (“Client File”), which shall be and remain your property. Our internal communications, preliminary drafts, notes, and mental impressions (“Latham Materials”) shall be and remain our property and shall not be considered part of your Client File. Upon completion of a specific project, your original Client File for that project shall be available to you. We will be entitled to make copies if we choose, and such copies shall be and remain our property. You also agree at the conclusion of the project (whether or not you take possession of the Client File) to take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents.

If you do not take possession of the Client File at the conclusion of the project, we will store such file for you for at least seven years. If you do not take possession of the Client File by the conclusion of the seven-year period, you relinquish ownership of it and agree that it shall become our sole property and we may dispose of it. In addition, in the event we are holding files of yours for other matters, you agree that after a seven-year period they shall become our sole property and we may dispose of them. You agree that we may enact and implement reasonable retention policies for Latham Materials and that we also have discretion to destroy such materials.

We will retain copyright and knowhow in all documents we draft during the course of our work for you, but we grant you a royalty free license to use the documents for your purposes.

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5. CONFLICTS OF INTEREST.

You will have our complete loyalty with respect to any matter in which you engage our Firm. While we are representing you in a matter, including the matter that is described in this engagement letter, we will have no other role in that matter for another party without your consent.

Prospective Waiver of Conflicts for Unrelated Matters

Latham is an international law firm with numerous attorneys and offices in many countries, serving clients in many different areas of law and industries, who may now or in the future operate in the same lines of business as you. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to accept matters for all of our clients. We would rely on this prospective waiver only for matters where we are confident that we have not obtained any confidential information that would give our other client an advantage in the adverse matter.

By entering into this engagement letter, you consent in advance to our acceptance of matters adverse to any ModivCare Client (whether such matters are currently pending or arise in the future), provided the matters are not substantially related to any matters we are handling or have handled for you, including the following types of matters:

- Litigation, arbitration, mediation, or any other form of dispute resolution or other controversy matters in which a ModivCare Client is the Plaintiff or similar party that is asserting a claim or claims adverse to another Latham client or litigation in a bankruptcy court or related to a bankruptcy matter, but excluding other litigation matters;
- Transactional matters; and
- Any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding.

By entering into this engagement letter, you consent in advance to such adverse representations. Thus, for example, you agree that we would be able to take on a new representation of a current or future client in a lawsuit in which any ModivCare Client is an adverse party at the same time that we are representing the ModivCare Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you. This prospective waiver includes the assertion of any cross-claims or counter-claims adverse to the ModivCare Client. While we recognize the business relationship issues that are generally involved with litigation against clients, we ask for advance conflicts waivers covering litigation as an important part of our intake process. Under the terms of this prospective waiver, we would also be able to represent a current or future client in a transactional matter across the table from any ModivCare Client at the same time that we are representing the ModivCare Clients, provided the adverse matter is not substantially related to any matters we are handling or have handled for you.

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When taking on a matter adverse to any ModivCare Client, we agree to establish an ethics wall in accordance with our standard firm procedures, whereby those timekeepers representing the relevant ModivCare Client may not concurrently work on the adverse matter, and those timekeepers working on the adverse matter will be denied access to the relevant ModivCare Client files in our document management system

Waiver for Trees in M&A & Related Matters

In the event that we represent you in a transactional matter, now or in the future, you agree that, in a matter where you are, or may be, competing with one or more other bidders or financiers in an M&A matter or related financing, to allow our firm, with separate teams (commonly referred to as “trees”) that do not share information about the related matters (except as may be agreed in respect of any particular subject such as shared regulatory, tax, and antitrust diligence) to represent other competing bidders and financing sources for other bidders. We will not accept an engagement from another client in the situations described above unless we believe that our representation of that other client will not have an adverse effect on the exercise of our independent professional judgment on your behalf in the matters in which we represent you.

Waiver for Unrelated Representation of Counterparties

By entering into this engagement letter you agree that we may maintain a separate attorney-client relationship, in other matters not substantially related to our work for you, with persons or entities who are adverse to you in matters we handle for you (including adversaries in the matters described in this letter), and we may continue any such attorney-client relationships in which we are currently engaged. Thus, for example, if we represent you in an intellectual property matter adverse to party A, we may represent party A in an unrelated employee benefits matter.

You should feel completely free to consult other counsel concerning the contents of this Section 5 and we encourage you to do so. By signing this engagement letter, you acknowledge that you have had an opportunity to consult with other counsel if you so desire, and provide your informed consent to the adverse representations described above.

6. RATES, FEES AND CHARGES.

Our fees are based primarily on the amount of time spent by our lawyers, paralegals and other professionals on your behalf. Each lawyer, paralegal and other professional assigned to this matter will have individual hourly billing rates, and the applicable rate multiplied by the number of hours spent, measured in tenths of an hour, will be the initial basis for determining our fee.

In general, our attorneys’ 2025 billing rates will range from \$835 per hour to \$2,850 per hour, depending upon the seniority and expertise of the attorney involved. For paralegal and other professional time, our 2025 rates will range from \$305 to \$1,550 per hour.

In addition to fees, you agree to pay for disbursements and other charges. These will include such items as use of fee-based research databases (90% of the third-party vendor rate or 1.25 times our volume-discounted cost depending on vendor); couriers and air freight (1.10 times

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our volume-discounted cost); messengers (at third-party vendor rate); client-specific work by staff; staff overtime and meals (as defined by federal or local law); transportation (where dictated by safety reasons, and which may include a transaction fee); word processing; postage, at cost; supplies (for large volume only); and other reasonable costs and expenses. For disbursements over \$5,000, we may ask that billings be sent directly to you or that advances be provided.

In the event we are compelled to testify or respond to a subpoena or other legal process in relation to a matter we have handled for you, you agree that we are entitled to be reimbursed for our time in doing so at our then-current rate, and for our expenses reasonably incurred, even if our attorney-client relationship with you is terminated at that time.

When our personnel travel, we generally utilize business class for international flights. Through a third-party travel management company, in-house travel services are provided for our U.S. offices. A ticketing fee of \$30 will be charged for fares up to \$300, and \$75 will be charged for fares over \$300. There are no additional charges for changes to reservations or for reimbursement of unused tickets. Our personnel bill for travel time, but if they work on another matter while traveling for you, you will not be billed for that time.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days.

We may choose to terminate our relationship with you, subject to any applicable ethics rules, in the event that our fees are not paid in accordance with the terms of this engagement letter or other agreement.

Our billing rates and charges are usually revised annually, but we reserve the right to revise them at other times. Following any such revision, our new rates and charges will be applied to your account, and this letter constitutes written notice to you of our right to make such revisions.

You have agreed to deposit \$500,000 with us as an advance toward our fees and charges. We will apply this advance toward our fees and charges as they are billed. Concurrently, you are to make an additional payment to us to restore the advance to its initial level.

Any funds that you deposit with us as an advance against our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

If any dispute should arise between us and you as to fees, subject to certain conditions you may have the right to require that the dispute be arbitrated.

LATHAM & WATKINS^{LLP}**7. DATA PROTECTION & COMMERCIAL COMMUNICATIONS BY EMAIL.**

In order to provide legal services and maintain our business relationship, the firm may use personal information about you and other individuals at your organization. Details of how we use this information are set out in our Client and Third Party Privacy Notice which can be found on our website at www.lw.com/privacy.

To the extent that you share with us information about California residents that comprises “personal information” for purposes of the California Consumer Privacy Act and implementing regulations (“CCPA”) in connection with our provision of services covered by this engagement letter, and neither §§ 1798.140(ad)(2)¹ nor §§ 1798.145(c)-(e)² of the CCPA apply, we shall be a service provider and only collect, retain, use and disclose such information for the purpose of providing the services covered by this letter, or as otherwise permitted by the CCPA. To the extent this paragraph applies, you will provide notice to such California individuals that you may disclose such information to service providers such as Latham.

We have made a commitment through our Binding Corporate Rules to apply a consistent standard across the firm when collecting, using and managing personal information. If you have any questions about how we use your personal information or wish to exercise your rights, please contact the Global Data Protection Officer at DataPrivacy@lw.com.

We constantly attempt to improve our service, and monitor developments in the law and practice. Periodically we may send information about this, including brochures and press releases and invitations to seminars or talks, if we believe that they may be of interest to you. You agree that we may send information of this kind by email to you and others at your organization with whom we have contact. You can opt out at any time.

8. ARBITRATION OF DISPUTES.

Any controversy or claim, whether in tort, contract or otherwise, arising out of or relating to the relationship between any ModivCare Client, its affiliates or successors (the “Client Arbitration Parties”) and Latham, its affiliated partnerships, attorneys or staff or any of their successors (the “Latham Arbitration Parties”) or the services provided or the fees charged by the Latham Arbitration Parties pursuant to this engagement letter or otherwise to the Client Arbitration Parties shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (“CPR Rules”). By agreeing to arbitrate, the parties are agreeing to waive their right to a jury trial. This arbitration clause and any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

¹ i.e., the CCPA’s other exceptions to sale, namely: direction by the individual to share, sharing to alert the recipient that the individual has opted out of selling, and sharing as an asset that is part of merger, acquisition, bankruptcy or other business transaction.

² i.e., the CCPA’s exclusion of any information: collected as part of a clinical trial; bearing on an individual’s credit; processed by financial institutions to provide financial services pursuant to the GLBA; or comprising identifiable health information governed by HIPAA.

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The seat of the arbitration shall be New York, New York, but any hearings may be held in, and to the extent state law is applicable the arbitrators shall apply the substantive law of, the state in which the Latham office is located whose attorneys spent the most amount of time on the matter in dispute. Any issue concerning the location of the arbitration, the extent to which any dispute is subject to arbitration, or the applicability, interpretation, or enforceability of this engagement letter shall be resolved by all of the arbitrators. All aspects of the arbitration shall be treated as confidential, and neither the parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with insurance, legal or regulatory requirements. Any party that discloses any information about the arbitration under the preceding sentence, or makes any filing in any court related to a dispute covered by this clause, shall take all lawful steps to ensure confidential treatment, including without limitation filing under seal.

The arbitration panel shall be entitled to award any damages provided for under the state law that is controlling

9. LIMITED LIABILITY PARTNERSHIP.

Latham is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our firm's offices in England, France, Italy, Hong Kong, Japan, and Singapore will be carried out through affiliated partnerships registered locally. Latham operates in Israel through a limited liability company, in South Korea as a Foreign Legal Consultant Office, and in Saudi Arabia through a limited liability company. These distinctions will not impact on the provision of legal services by our firm, although invoices may be issued to you through an affiliate.

10. ENTIRE AGREEMENT AND MISCELLANEOUS.

You and we understand that this engagement letter constitutes the entire agreement pertaining to the engagement of Latham, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham, notwithstanding anything we may be required to acknowledge in order to use your electronic billing software now or in the future.

All parties signing this engagement letter represent and warrant that they are fully authorized to enter into this engagement letter, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

The words "execution," "execute", "signed," "signature," and words of like import in or related to this Engagement Letter and/or any document to be signed in connection with this Engagement Letter and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic

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platforms approved by Latham, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Either party can terminate the attorney-client relationship on this matter by notice to the other party. Otherwise, our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

11. APPROVAL AND RETURN OF LETTER.

If this letter meets with your approval, please sign and return the enclosed copy, together with your advance of \$500,000. We will begin our work promptly upon our receipt of that signed copy (and the advance). If we do not receive a signed copy, this engagement letter shall be deemed accepted upon your engagement of Latham to perform any services related to the matter described herein or any future matters. By accepting services from Latham, you acknowledge and agree to the terms and conditions set forth in this engagement letter.

We look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read "John R. Sobolewski", is written over a light blue horizontal line.

John R. Sobolewski

of LATHAM & WATKINS LLP

LATHAM & WATKINS^{LLP}

Approval of Engagement

ModivCare, on behalf of itself and the ModivCare Clients, agrees to the terms of the enclosed letter, effective as of the date on which Latham & Watkins LLP first provided services to the ModivCare Clients.

By signing this letter, the ModivCare Clients acknowledge that the ModivCare Clients have been afforded the full opportunity to review it and to seek the advice of independent counsel, and either have in fact consulted with such independent counsel or have chosen not to do so.

BY SIGNING THIS LETTER, THE MODIVCARE CLIENTS AGREE TO HAVE ANY ISSUE ARISING OUT OF OR RELATING TO THE SERVICES OF THE LATHAM ARBITRATION PARTIES (INCLUDING ANY CLAIM FOR PROFESSIONAL LIABILITY) DECIDED IN ARBITRATION AND THE MODIVCARE CLIENTS GIVE UP THEIR RIGHT TO A JURY OR COURT TRIAL AND ACKNOWLEDGE THE ARBITRATION PROVISION IN SECTION 8 ABOVE.

Date: June__, 2025.

_____.

a _____



By: _____

Name: L. Heath Sampson

Title: President & Chief Executive Officer

Appendix 1

Master List of Potential Parties in Interest¹

1. DEBTORS

MODIVCARE INC. (F/K/A THE PROVIDENCE CORPORATION)	CALIFORNIA MEDTRANS NETWORK MSO LLC
A & B HOMECARE SOLUTIONS, L.L.C.	CARE FINDERS TOTAL CARE LLC
A.E. MEDICAL ALERT, INC.	CAREGIVERS ALLIANCE, LLC
ABC HOMECARE LLC	CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC
ALL METRO AIDS, INC.	CAREGIVERS AMERICA MEDICAL STAFFING, LLC
ALL METRO ASSOCIATE PAYROLL SERVICES CORPORATION	CAREGIVERS AMERICA MEDICAL SUPPLY, LLC
ALL METRO CGA PAYROLL SERVICES CORPORATION	CAREGIVERS AMERICA REGISTRY, LLC
ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION	CAREGIVERS AMERICA, LLC.
ALL METRO HEALTH CARE SERVICES, INC.	CAREGIVERS ON CALL, INC.
ALL METRO HOME CARE SERVICES OF FLORIDA, INC.	CGA HOLDCO, INC.
ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC.	CGA STAFFING SERVICES, LLC
ALL METRO HOME CARE SERVICES OF NEW YORK, INC.	CIRCULATION, INC.
ALL METRO HOME CARE SERVICES, INC.	FLORIDA MEDTRANS NETWORK LLC
ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION	FLORIDA MEDTRANS NETWORK MSO LLC
ALL METRO PAYROLL SERVICES CORPORATION	GUARDIAN MEDICAL MONITORING, LLC
AM HOLDCO, INC.	HEALTH TRANS, INC.
AM INTERMEDIATE HOLDCO, INC.	HEALTHCOM, INC.
ARSENS HOME CARE, INC.	HEALTHCOM HOLDINGS LLC
ARU HOSPICE, INC.	HELPING HAND HOME HEALTH CARE AGENCY INC
ASSOCIATED HOME SERVICES, INC.	HELPING HAND HOSPICE INC.
AT-HOME QUALITY CARE, LLC (F/K/A AT-HOME QUALITY CARE, INC.)	HIGI CARE HOLDINGS, LLC
AUDITORY RESPONSE SYSTEMS, INC.	HIGI CARE, LLC
BARNEY'S MEDICAL ALERT-ERS, INC.	HIGI SH HOLDINGS INC.
CALIFORNIA MEDTRANS NETWORK IPA LLC	HIGI SH LLC
	INDEPENDENCE HEALTHCARE CORPORATION
	METROPOLITAN MEDICAL TRANSPORTATION IPA, LLC
	MLA SALES, LLC
	MODIVCARE SOLUTIONS, LLC
	MULTICULTURAL HOME CARE INC.

¹ This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. Latham has attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category. Additionally, certain of the Debtors' debt obligations or equity interests may be held by more than one affiliated entity within the same financial institution. Where the affiliation of such entities is obvious based on their names, only one entity is included herein.

NATIONAL MEDTRANS, LLC
NEW ENGLAND EMERGENCY RESPONSE
SYSTEMS, INC.
OEP AM, INC.
PANHANDLE SUPPORT SERVICES, INC.
PERSONAL IN-HOME SERVICES, INC.
PHILADELPHIA HOME CARE AGENCY,
INC.
PROVADO TECHNOLOGIES, LLC
RED TOP TRANSPORTATION, INC.
RIDE PLUS, LLC
SAFE LIVING TECHNOLOGIES, LLC

SECURA HOME HEALTH HOLDINGS, INC.
(F/K/A HEARTS AT HOME HOLDINGS,
INC.)
SECURA HOME HEALTH, LLC (F/K/A
HEARTS AT HOME, LLC)
SOCRATES HEALTH HOLDINGS, LLC
TRIMED, LLC
UNION HOME CARE LLC
VALUED RELATIONSHIPS, INC.
VICTORY HEALTH HOLDINGS, LLC
VRI INTERMEDIATE HOLDINGS, LLC

2. NON-DEBTOR AFFILIATES

PROMETHEUS HOLDCO, LLC
ARUBU, INC.
HIGI SH CANADA ULC
INGEUS INVESTMENTS LIMITED
INGEUS, LLC

MERCURY PARENT, LLC
MODIVCARE LABS PRIVATE LIMITED
NEMT INSURANCE DE LLC, SERIES 1
MEDTRANS NETWORK IPA, LLC

3. DEBTORS' PREVIOUS NAMES, PREDECESSORS, AND RELATED ENTITIES

MODIVCARE INC. (F/K/A THE PROVIDENCE
CORPORATION)
AT-HOME QUALITY CARE, LLC (F/K/A AT-
HOME QUALITY CARE, INC.)
SECURA HOME HEALTH HOLDINGS, INC.
(F/K/A HEARTS AT HOME HOLDINGS, INC.)

SECURA HOME HEALTH, LLC (F/K/A
HEARTS AT HOME, LLC)

4. DEBTORS' RESTRUCTURING AND OTHER SIGNIFICANT PROFESSIONALS

FTI CONSULTING, INC.
HUNTON ANDREWS KURTH LLP
LATHAM & WATKINS LLP
MOELIS & COMPANY

KURTZMAN CARSON CONSULTANTS,
LLC (D/B/A VERITA GLOBAL)
QUINN EMMANUEL URQUHART &
SULLIVAN LLP

5. DEBTORS' ORDINARY COURSE PROFESSIONALS

ANYBILL
BRADLEY ARANT BOULT CUMMINGS
LLP
CAPITAL IMPACT GROUP LLC
ERNST & YOUNG US LLP
GIBSON, DUNN & CRUTCHER LLP
KELLEY CONSULTING
KPMG LLP
LITTLER MENDELSON PC
M J SIMON & COMPANY LLC

NIXON PEABODY LLP
POLSINELLI PC
PRICewaterHOUSE COOPERS LLP
RODEFER MOSS & CO PLLC
STATE EMPLOYEES' CREDIT UNION
STEVENS & LEE P.C.
WILLCOX SAVAGE CONSULTING LLC
WILLOUGHBY HUMPHREY & D'ANTONI
PA

6. PROFESSIONALS FOR OTHER MAJOR STAKEHOLDERS

PAUL HASTINGS LLP
CHILMARK PARTNERS, LLC
LAZARD FRERES & CO. LLC

7. **MAJOR EQUITY HOLDERS²**

AI CATALYST FUND, LP
ARISTOTLE CAPITAL BOSTON, LLC
COLISEUM CAPITAL MANAGEMENT, LLC
D.E. SHAW & CO
SCEPTER HOLDINGS, INC.

SSGA ACTIVE TRUST
THE VANGUARD GROUP, INC.
BARROW, HANLEY, MEWHINNEY &
STRAUSS LLC

8. **CURRENT AND FORMER OFFICERS AND DIRECTORS (UP TO 3 YEARS)**

ANNE BAILEY
BARBARA GUTIERREZ
CAROLYN MCCARTHY
CHELSEY BERSTLER
CHRIS ECHOLS
CHRIS HEINE
CHRIS SHACKELTON
CRAIG BARBAROSH
DAMON GREEN
DAVID COULTER
FAISAL KHAN
FRANCIS JACKSON WRIGHT
GARTH GRAHAM
ILIAS SIMPSON
JAMES WATSON
JARON ROSS
JEFF BENNETT

JENNIFER JASKOLKA
JODY KEPLER
JONATHAN BUSH
L. HEATH SAMPSON
LESLIE V. NORWALK
MIA HANEY
NEAL GOLDMAN
RAHUL DIGAMBER SAMANT
RICHARD A. KERLEY
SHANE RAGLAND
TODD CARTER
ALEC CUNNINGHAM
DAVID MOUNTS GONZALES
ERIN RUSSELL
DANIEL. B SILVERS

9. **TRUSTEES, AGENTS, SECURED LENDERS (INCLUDING CERTAIN BOND HOLDERS), AND OTHER POTENTIAL LIENHOLDERS**

ALLIANCEBERNSTEIN HOLDING LP
ALLSPRINGS GLOBAL INVESTMENTS
ANKURA TRUST COMPANY, LLC
BANK OF AMERICA CORPORATION
BARCLAYS BANK PLC
BEACH POINT CAPITAL MANAGEMENT
BIRCH GROVE CAPITAL
BNP PARIBAS S.A.
BRIGADE CAPITAL MANAGEENT
CHILMARK PARTNERS, LLC
CIBC BANK USA
COMERICA BANK
D.E. SHAW & CO

DEUTSCHE BANK AG NEW YORK
BRANCH
ENSIGN PEAK ADVISORS
FIAM LLC AN AFFILIATE OF FIDELITY
INVESTMENTS
HALSEYPOINT ASSET MANAGEMENT,
LLC
HEWLETT-PACKARD FINANCIAL
SERVICES COMPANY
HG VORA CAPITAL MANAGEMENT
HSBC BANK PLC
JEFFERIES FINANCE LLC
JP MORGAN CHASE BANK, N.A.

² For purposes of this list, major equity holders are considered to be persons or entities who held in excess of 1% of the Debtors' equity securities as of the Petition Date.

JUPITER ASSET MANAGEMENT
KEYBANK, NATIONAL ASSOCIATION
MADISON AVENUE INTERNATIONAL LP
METROPOLITAN WEST ASSET
MANAGEMENT
NEUBERGER BERMAN GROUP
POLAR ASSET MANAGEMENT PARTNERS
INC.
PRIVATEBANK AND TRUST COMPANY
Q5-R5 TRADING, LTD.
REDWOOD CAPITAL MANAGEMENT
REGIONS BANK
ROARING FORK TRADING
SILVER ROCK FINANCIAL LP

SILVER ROCK MANAGEMENT LLC
SUMMIT HOUSE CAPITAL
MANAGEMENT, LLC
SUMITOMO MITSUI BANKING
CORPORATION
TCW ASSET MANAGEMENT COMPANY
TCW GROUP
TEXAS EXCHANGE BANK
TRUIST BANK
U.S. BANK EQUIPMENT FINANCE
WELLS FARGO BANK, N.A.
WILMINGTON TRUST
WSFE BANK

10. OTHER NOTEHOLDERS

JUPITER FUND MANAGEMENT
BLACKROCK
STATE STREET
OLIVE STREET INVESTMENT ADVISERS

GRACE PARTNERS OF DUPAGE
CANADIAN IMPERIAL BANK
AMERIPRISE FINANCIAL
POLEN CAPITAL MANAGEMENT

11. TOP 30 UNSECURED CREDITORS

1800MEDIVAN INC
ACTIVE SC ONE INC
AM PM MEDICAL TRANSPORTATION
COMPANY INC
AMAZON WEB SERVICES, INC.
BASIN INNOVATION GROUP LLC
BERHANU ALAZE
BEST NEIGHBOR TRANSPORTATION LLC
BROADRIDGE ICS
CDW DIRECT
CHEIIS TRANSPORT LLC
ELITE HOME CARE LLC
EMPLOYEES PROVIDENT FUND
ORGANISATION
GALAXY AMBULANCE LLC
HOMECARE SOFTWARE SOLUTIONS LLC
HOSPITAL TO HOME LLC
HUMANA, INC.
IBEX GLOBAL FZ-LLC
KDK TRANSPORT COMPANY

LIFE TECH INC
LYFT HEALTHCARE INC
METRO ONE AMBULANCE INC.
MORRIS AND COMPANY
ORION CONSULTING
PNP GROUP LLC
RANDSTAD NORTH AMERICA LP
REYNO CAR SERVICE INC
RIDE SOURCE INC
SHELTERPOINT LIFE INSURANCE CO
SKORI INC
SOFTSERVE INC.
SUNSHINE STATE HEALTH PLAN INC.
TRICARE AT INSPIRA LLC
UBER HEALTH LLC
UNITED HEALTHCARE SERVICES INC
WILMINGTON SAVINGS FUND SOCIETY,
FSB
WSFS BANK

12. MAJOR SUPPLIERS AND VENDORS

3 OMR LLC
AB EXPRESS TRANSPORT LLC
ACADIAN AMBULANCE SERVICE OF NEW
ORLEANS

ADVANCED MEDICAL TRANSPORT CORP
AIRPORT EXPRESS INC
AIRPORT TAXI INC
ACE USA

ALCHEMY TECHNOLOGY GROUP LLC
ALL AIRPORT TAXI INC
ALLMED TRANSPORTATION INC
ALPHA MEDICAL TRANSPORTATION INC
AMERICAN EXPRESS
AMERICAN GROUND TRANSPORTATION
AMERICAN MEDICAL RESPONSE WEST
ARISE VIRTUAL SOLUTIONS INC
ASSIST MEDICAL SERVICE INC
ASTRA CARE LLC
BIG DOG CITY CORPORATION
BIG ISLAND LIMOUSINE INC
C & H COMPANY
CALIFORNIA ACCESS INC
CITY OF SACRAMENTO FIRE DEPARTMENT
CLX MEDICAL TRANSPORT INC
COMPASSION CARE SENIOR SERVICES
COMPLETE MEDICAL TRANSPORT CORP
DEPENDACARE TRANSPORTATION LLC
DURICARE INC
EASTWESTPROTO INC
ELITE CARE AMBULANCE INC
ETA TRANS INC
EXPRESS TRANSPORTATION AGENCY
FASTCARE MEDICAL TRANSPORTATION
LLC
FREEUS, LLC
GALAXY AMBULANCE LLC
GOLD STAR EMS LLC
GOLDEN STATE MANAGEMENT GROUP INC
GOOD VIBES MEDICAL TRANSPORTATION
LLC
GOODWILL TRANSPORTATION SERVICES
LLC
HULIN TRANSPORTATION, INC
IBEX GLOBAL SOLUTIONS
INDEPENDENT CAB
INTEGRITY MEDICAL TRANSPORTATION
CORP
INTEGRITY MEDICAL TRANSPORTATION
CORP
JOHNSON MEDICAL TRANSPORT LLC
JUDI'S CARRIER SERVICE INC
KIBOIS COMMUNITY ACTION FOUNDATION,
INC
KWPH ENTERPRISES
L & L TRANSPORTATION LLC
LALIBELA TRANSPORTATION LLC
LUCY TRANSPORTATION INC
LYFT INC.
M & M GROUP INC
MARE TRANSPORTATION INC
MARVEL MEDICAL TRANSPORT LLC
MEDEX TRANSPORTATION INC
MEDICAL TRANSPORT SOLUTIONS INC
MEDICAL XPRESS NON EMERGENCY
TRANSPORT
MEDLINK MEDICAL TRANSPORT INC
METRO ONE AMBULANCE INC
MONTES DE OCA CORP DBA MK UNLIMITED
NEW JERSEY TRANSIT CORP
ON TIME AMBULANCE INC
P & I TRANSPORTATION INC
PATTERSON TRANSPORTATION SERVICE
LLC
PAUL D RONALD
PONY CARE TRANSPORTATION INC.
PRO TRANSPORT-1, LLC
PROCARE MEDICAL TRANSPORTATION
CORP
PULSE MEDICAL TRANSPORTATION
QUICK PICK TRANSPORTATION INC.
RECVUE INC
RESOURCE MANAGEMENT SYSTEMS INC
RICHMOND CITY TAXI CAB INC
RIDE PLUS LLC
ROMED INC
ROYAL CAB INC
ROYAL MEDICAL TRANSPORTATION LLC
ROYAL TRANSPORTATION LLC
SACRAMENTO METROPOLITAN FIRE
DISTRICT
SAFETY 1ST PARATRANSIT INC
SAHRAWI INC
SALESFORCE.COM INC
SHIRETOWN SOLUTIONS LLC
SHUTTLE RUIDOSO LLC
SKORI INC
SKY TRANSPORTATION LLC
SOUTHEAST TRANSPORTATION
SERVICES LLC
SUNSHINE MEDICAL TRANSPORT LLC
TEDLA TRANSPORTATION
TEPLIS TRAVEL SERVICE
TEXAS MEDICAL TRANSPORTATION
TOP GUN TRANSIT LLC
TRANSPORT SOLUTIONS
TRANSPORT4ELDERS LLC
TRICARE MEDICAL TRANSPORTATION
VA TRANSPORT LLC
VALLEY MEDICAL TRANSPORT LLC
VXI GLOBAL SOLUTIONS LLC

WORKBOARD INC
WORKDAY INC

YELLOW CAB MEDICAL TRANSPORT LLC

13. MAJOR CUSTOMERS

ALAMEDA ALLIANCE FOR HEALTH
ARKANSAS DEPARTMENT OF HUMAN
SERVICES OFFICE OF PROCUREMENT
BLUE CROSS OF CALIFORNIA
BROADRIDGE ICS
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE
SERVICES
COMMONWELTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
COMMONWELTH OF VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE
SERVICES
COVENTRY HEALTH CARE OF VIRGINIA
HEALTH CARE SERVICE CORPORATION
HEALTH NET OF CALIFORNIA, INC.
HEALTHFIRST HEALTH PLAN, INC.
HUMANA MEDICAL PLAN

OKLAHOMA HEALTH CARE AUTHORITY
ORANGE COUNTY HEALTH AUTHORITY
SENTARA HEALTH ADMINISTRATION
SOUTH CAROLINA DEPARTMENT OF
HEALTH AND HUMAN SERVICES
STATE OF DELAWARE, DEPARTMENT OF
HEALTH AND SOCIAL SERVICES
THE GEORGIA DEPARTMENT OF
COMMUNITY HEALTH
THE STATE OF MAINE, DEPARTMENT OF
HEALTH AND HUMAN SERVICES
THE STATE OF NEW JERSEY, DIVISON OF
MEDICAL ASSISTANCE AND HEALTH
SERVICES
THE WEST VIRGINIA BUREAU FOR
MEDICAL SERVICES
UNITED HEALTH CARE INSURANCE
COMPANY

14. DEBTORS' BANKS

WELLS FARGO BANK, N.A.
WEBSTER BANK, N.A.
PNC BANK, N.A.
IMPERIAL BANK OF CANADA
CITIZENS BANK, N.A.
BANC OF CALIFORNIA, INC.

HSBC HOLDINGS PLC.
VANTAGE BANK TEXAS
TRUIST FINANCIAL CORPORATION
MORGAN STANLEY
U.S. BANCORP

15. INSURANCE PARTIES

ACE AMERICAN INSURANCE COMPANY
(CHUBB)
ACE FIRE UNDERWRITERS INSURANCE
COMPANY (CHUBB)
ALLIANZ GLOBAL RISKS US INSURANCE
COMPANY
ALLIANT INSURANCE SERVICES, INC.
ARCH INSURANCE COMPANY
ARCH SPECIALTY INSURANCE
COMPANY
BERKELEY SPECIALTY INSURANCE
BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY

COBBS ALLEN CAPITAL HOLDINGS, LLC
CONTINENTAL CASUALTY COMPANY
(CNA)
ENDURANCE AMERICAN INSURANCE
COMPANY
ENDURANCE AMERICAN INSURANCE
COMPANY (SOMPO)
ENDURANCE AMERICAN SPECIALTY
INSURANCE COMPANY
ESIS, INC.
FAIR AMERICAN INSURANCE AND
REINSURANCE COMPANY (ATRI)
FAIRMATIC (SIRIUSPOINT SPECIALTY
INSURANCE COMPANY)
FEDERAL INSURANCE COMPANY
(CHUBB)

FIREMAN'S FUND INSURANCE COMPANY
(ALLIANZ)
FIREMAN'S FUND INSURANCE COMPANY
GREAT AMERICAN INSURANCE
COMPANY
ILLINOIS UNION INSURANCE COMPANY
(CHUBB)
INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA (CHUBB)
LANDMARK AMERICAN INSURANCE
COMPANY
LANDMARK AMERICAN INSURANCE
COMPANY (R-T SPECIALTY)
LIBERTY SURPLUS INSURANCE
CORPORATION
MERCER INSURANCE COMPANY (R-T
SPECIALTY)

MSIG SPECIALTY INSURANCE USA
(PROPRAXIS)
NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA. (AIG)
RSUI INDEMNITY COMPANY (R-T
SPECIALTY)
SCOTTSDALE INSURANCE COMPANY
(PROPRAXIS)
SIRIUSPOINT LTD.
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
WESTFIELD SELECT INSURANCE
COMPANY
W. R. BERKLEY CORPORATION
XL SPECIALTY INSURANCE COMPANY
XL SPECIALTY INSURANCE COMPANY

16. SURETY BOND ISSUERS & BENEFICIARIES

AMERIGROUP PARTNERSHIP PLAN, LLC
ATLANTIC SPECIALTY INSURANCE
COMPANY
BLUE CROSS OF CALIFORNIA DBA
ANTHEM BLUE CROSS
COMMONWEALTH OF VIRGINIA
DELAWARE FIRST HEALTH, INC
ELEVANCE HEALTH, INC.
FEDERAL INSURANCE COMPANY
MAGNOLIA HEALTH PLAN, INC.
OKLAHOMA COMPLETE HEALTH, INC.
C/O CENTENE CORPORATION
PENNSYLVANIA PUBLIC UTILITY
COMMISSION
SIRIUSPOINT AMERICA INSURANCE
COMPANY
STATE OF ALABAMA
STATE OF CONNECTICUT DEPARTMENT
OF CONSUMER PROTECTION

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION
STATE OF INDIANA, FAMILY AND
SOCIAL SERVICES ADMINISTRATION,
OFFICE OF MEDICAID POLICY AND
PLANNING
STATE OF MAINE DEPARTMENT OF
TRANSPORTATION
STATE OF NEW JERSEY
STATE OF SOUTH CAROLINA, DEPT. OF
HEALTH AND HUMAN SERVICES
TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
VIRGINIA DEPARTMENT OF MOTOR
VEHICLES
WELLCARE AFFILIATES
WESTCHESTER FIRE INSURANCE
COMPANY

17. LANDLORDS

1 AVENUE C BUILDING MADISON
111 WASHINGTON STREET REALTY LLC
1590 ADAMSON LLC
174 JEFFERSON, LLC
18 SHEPARD STREET LLC
1978 THIRD AVENUE LLC
22 WEST MAIN LLC

26 JOURNAL SQUARE OWNER LLC
30 PECK ROAD LLC
307-319 W LANDIS LLC
330 SCANGAS NOMINEE TRUST
39 CROSS 79 PROSPECT REALTY TRUST
400 SOUTHBOROUGH LLC
446A BLAKE LLC C/O TOM GELMAN

6900 LAYTON SUBSIDIARY, LLC
 70 EAST SUNRISE HWY LLC
 7055 BRANDY HILL PLAZA ASSOCIATES
 LLC
 75 BROAD LLC
 8 PENN CENTER OWNER LP
 800 BRIDGECAM LLC
 8818 EXPEDITION LLC
 ALBANY TOWERS LLC
 AVANTI HOLDINGS LLC
 BALANCE HOLDINGS, LLC
 BANTA MANAGEMENT LLC
 BLOOMFIELD BK, LLC
 BLS ASSET MANAGEMENT CORP
 BOIC PROPERTIES LLC
 BRIDGE33 REAL ESTATE PARTNERS LP
 BUFFINGTON PROPERTY MANAGEMENT
 LLC
 BYRON KOTZAS & OLGA DOMOTOR
 ETAL PT
 CGP DEVELOPMENT CO INC
 CIPHER REALTY
 CITATION INVESTMENTS INC
 CITY OF NORTON
 COLIN DUNCAN
 COLONIAL CENTRE SQUARE LLC
 DAVIS PROFESSIONAL PARK LLC
 DEBRA SAYLES
 DF ACQUISITIONS LLC
 DIAMOND PROPERTY MANAGEMENT,
 LLC
 EDGEWATER CORPORATE PARK LLC
 ELM GROVE REALTY, LLC
 ENGHOUSE INTERACTIVE INC
 EWING EQUITIES, LLC
 FORTUNATO REALTY INC
 GARVEY PROPERTIES
 GPI-CAL REALTY I LP
 HANOVER PLAZA ASSOCIATES
 HM SKY HARBOR, LLC
 HURON GROUP INC
 JMDJMS LIMITED LIABILITY COMPANY
 KAGR2 BINGHAMTON LLC
 KOAM INVESTORS GROUP, LLC
 KELLAR INDUSTRIES, LLC
 LAPP LIMITED PARTNERSHIP
 LEE, WEST & WALSH, LP
 LEGERE PROPERTIES LLC
 MARK J. OTERI
 MARQUEZ-ENT, LLC
 MAYNARD ROAD CORP

MCCORMACK FAMILY LIMITED
 PARTNERSHIP
 MELLIN LIMITED PARTNERSHIP
 METROPLEX ASSOCIATES 1
 METROPLEX ASSOCIATES 2
 MIAMI LAKES CENTER LLC
 MJH WACKER LLC
 NICOLAS HERRERA
 NORTH PARK OFFICE LLC
 PALISADE PLAZA WEST LLC
 PALM BEACH BUSINESS CENTER
 PARTNERSHIP
 PAVILION UNIT ACQUISITION LP
 PEAK REALTY ENTERPRISES LLC
 PREMIUM ASSET MANAGEMENT, INC.
 PRIMECO TOWERS INDIA
 Q2U2 LLC
 REGUS
 RNSI CITY PLACE JV LLC
 ROBERT & PATRICIA AIKEN
 ROBERT L ECKLIN
 ROBERT L. ALBERTSON, JR.
 ROC II FAIRLEAD GRAN PARK AVENUES
 LLC
 S&N LAWRENCE REALTY LLC
 S&R LLC
 SEAMLESS CENTENNIAL LTD
 SEMYA I LLC
 SHELBOURNE LAFAYETTE LLC
 SHRESTHA P MANAGEMENT LLC
 SIKYU ENTERPRISES LLC
 SL TOWN CENTER REALTY, LLC
 SPIEGEL & SPIEGEL PA MONEY
 PURCHASES PENSION PLAN AND 401 K
 PROFIT SHARING PLAN
 SUMMIT INVESTMENT PROPERTIES LLC
 TANIOS REALTY LLC
 THE WE COMPANY MANAGEMENT
 HOLDINGS L.P.
 THOMAS A BECKER
 THORNE PROPERTIES
 TN BROTHER LLC
 TSK MORRIS LLC
 TSO ICP LP
 UNIVERSITY AVENUE LLC
 USA EQUITY TRUST LLC
 WATER STREET REALTY TRUST
 WEWORK
 WEBBS PROPERTY LLC
 WICK SHOPPING PLAZA ASSOCIATES
 LLC

WILLOWOOD PARK LLC

WOODSIDE SPECIAL OPPORTUNITY PE
FUND LP

18. UTILITIES

11:11 SYSTEMS, INC.
3N DOCUMENT DESTRUCTION INC
4 ELOHIM CLEANING INC.
A&E LOW VOLTAGE SOLUTIONS LLC
8X8 INC
A1 DATASHRED
A&E LOW VOLTAGE SOLUTIONS LLC
ABINGTON TOWNSHIP POLICE
DEPARTMENT
ACCURATE FIRE EQUIPMENT CORP
ADT US HOLDINGS INC
AFFORDABLE PEST CONTROL, INC.
AFFORDABLE SHRED AND STORAGE
ALLIED FIRE & SAFETY EQUIPMENT CO,
INC.
AMERICAN ELECTRIC POWER
AT&T
AT&T MOBILITY
ATMOS ENERGY CORPORATION
BANDWIDTH INC.
BLOOM SERVICES LLC
BOARDMAN FIRE EXTINGUISHER CO INC
BOROUGH OF CLARKS SUMMIT
BOSTON FIRE EXTINGUISHER CO INC
BRISCOE PROTECTIVE LLC
BUEHLER MOVING AND STORAGE CO
CHARTER COMMUNICATIONS
CINCINNATI BELL
CINTAS CORPORATION NO. 2
CITY OF PERTH AMBOY
CITY OF SULLIVAN (CIVIC CENTER)
CITY OF TEMPE POLICE DEPARTMENT
CITY OF VINELAND - FIRE
CLEARFIELD MUNICIPAL AUTHORITY
COGENT COMMUNICATIONS, LLC
COLOGIX
COLONIAL RECORD STORAGE
COMCAST
COMMONWEALTH EDISON COMPANY
CON EDISON CO OF NEW YORK
CORNING NATURAL GAS CORP
COX COMMUNICATIONS ARIZONA, LLC
DATA STRUCTION
DIALPAD INC.
EARTHWORKS LANDSCAPE & DESIGN
INC

ELIZABETHTOWN GAS COMPANY
EMERGENT POWER SOLUTIONS LLC
ENTERGY UTILITY HOLDING COMPANY,
LLC
FIRE PROTECTION PRODUCTS
FIRE PROTECTION SERVICE
CORPORATION
FIRSTENERGY CORP
FLORIDA POWER AND LIGHT
FRANKLIN TOWNSHIP SUPERVISORS
FRONTIER COMMUNICATIONS
G&G PROPERTY MAINTENANCE
GROUNDSYSTEMS, INC
IMWOTH LLC
INFOSHRED LLC
INTERNATIONAL TELCOM, LLC
IRIS GROUP HOLDINGS LLC
IRON MOUNTAIN
IRON MOUNTAIN INCORPORATED
JEMPS MANAGEMENT
JOHN'S REFUSE & RECYCLING, LLC
LEVEL 3 COMMUNICATIONS LLC
LONG ISLAND LIGHTING CO
LOWITT ALARMS SECURITY SYSTEM
LS REMOLENG LLC
MARMIC FIRE AND SAFTEY CO INC
MASERGY COMMUNICATIONS, INC.
MONONGAHELA POWER CO
MOUNTAINEER GAS COMPANY
NATIONAL GRID
NEPTUNE FIRE DISTRICT #1
NEW JERSEY-AMERICAN WATER
COMPANY
NIAGARA MOHAWK POWER
CORPORATION
NJR HOME SERVICES COMPANY
NORTH CENTRAL SIGHT SERVICES INC
NYSEG
ON SITE CONFIDENTIAL SHREDDING
JJMR LLC
PACKETFABRIC INC
PALISADE PLAZA WEST LLC
PECO ENERGY COMPANY
PENNSYLVANIA AMERICAN WATER
COMPANY
PENNSYLVANIA ELECTRIC COMPANY

PJSJ ENTERPRISES INC
PPL ELECTRIC UTILITIES CORPORATION
PSE&G CO
REPUBLIC SERVICES, INC.
ROCHESTER GAS AND ELECTRIC CORP
ROMAN SENTRY SECURITY SYSTEMS,
INC.
RUMPKE OF OHIO, INC.
SAFT LTD
SANGOMA US INC.
SECURITAS TECHNOLOGY
CORPORATION
SECURITY RESOURCES INC
SERVICE LOGIC STRATEGIC SERVICES,
LLC
SOME LIKE IT GREEN LLC
SOUTH JERSEY GAS
STERICYCLE INC
SUMMIT FIRE & SECURITY LLC
TEXAS GAS SERVICE
THE ADT SECURITY CORPORATION
(INACTIVE)

THE CONNECTICUT LIGHT AND POWER
CO
THE SHREDDING SOURCE
THE SOUTHERN CONNECTICUT GAS
COMPANY
THE UNITED ILLUMINATING COMPANY
T-MOBILE USA INC
TITANIUM SECURITY & SURVEILLANCE
LLC
TOWN OF NORTH ATTLEBOROUGH
TOWNSHIP OF PARSIPPANY
UGI UTILITIES INC
VEOLIA WATER NEW JERSEY INC
VERIZON COMMUNICATIONS INC.
VINELAND MUNICIPAL UTILITES
VITAL RECORDS HOLDINGS LLC
WHITE PALMS FIRE EQUIPMENT INC
WIGGINS SHREDDING, INC
WINDSTREAM
WM CORPORATE SERVICES, INC.
YALL RITE LLC DBA GREENLEAF
RECYCLING

19. UNITED STATES BANKRUPTCY JUDGES FOR THE SOUTHERN DISTRICT OF TEXAS (AND KEY STAFF MEMBERS)

AARON JACKSON
AKEITA HOUSE
ANA CASTRO
JEANNIE CHAVEZ
JUDGE ALFREDO R. PEREZ
JUDGE CHRISTOPHER M. LOPEZ
JUDGE EDUARDO V. RODRIGUEZ
JUDGE JEFFREY P. NORMAN

JUDGE MARVIN ISGUR
ROSARIO SALDANA
SHANNON HOLDEN
SIERRA THOMAS-ANDERSON
TRACY CONRAD
TYLER LAWS
YESENIA LILA
NATHAN OCHSNER

20. UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS (AND KEY STAFF MEMBERS)

ALETHEA CALUZA
ALICIA BARCOMB
ALINA SAMKO-YU
ANDREW JIMENEZ
CHRISTOPHER R. TRAVIS
CHRISTY SIMMONS
GLENN OTTO
GWEN SMITH
HA NGUYEN
HECTOR DURAN
IVETTE GERHARD
JANA WHITWORTH

JAYSON B. RUFF
KEVIN M. EPSTEIN
LINDA MOTTON
MILLIE APONTE SALL
RAJALAKSHMI KRISHNAN
SAMANTHA CHILTON
SUSAN B. HERSH
VIANEY GARZA
YASMINE RIVERA

21. EMPLOYEE INSURANCE PROGRAM ADMINISTRATORS

AMERICAN SPECIALTY HEALTH
INCORPORATED
AUTOMATIC DATA PROCESSING, INC.
BIND BENEFITS, INC. D/B/A SUREST
CBIZ, INC.
COMPSYCH EMPLOYEE ASSISTANCE
PROGRAMS, INC.
ESIS, INC.
HEALTHSMART HOLDINGS INC.
IMAGINE HEALTH, INC.
METLIFE, INC.

OPTUM BANK, INC.
OPTUMRX, INC.
PARTNERS DIRECT HEALTH LLC
THE CIGNA GROUP
TRUDATARX, INC.
UNITEDHEALTH GROUP
VERACITY BENEFITS, LLC
VOYA FINANCIAL, INC.
WELLFLEET INSURANCE COMPANY
WEX INC.

22. COMPETITORS

ACCESSCARE
ALIVI HEALTH
CALL THE CALL

MEDIDRIVE
MTM, INC.
RIDE2MD

**23. ADVERSE PARTIES IN LITIGATION, ADMINISTRATIVE PROCEEDINGS, AND
OTHER LEGAL OR REGULATORY MATTERS**

LAW OFFICES OF DAVID M. GASPARI,
P.A.³
PENNSYLVANIA HUMAN RELATIONS
COMMISSION
ADRIENNE REED
ALEXA MORALES
ALEXIS JONES
AMERICAN GROUND TRANSPORTATION
ANDREA HINSON DEANGELO DAVIS
ANGEL PEREZ
ARTHUR OWENS
ASANTA S. BUXTON
BRANDY CURTIS
BRENT JOHNSON
BRITTNEE HARRIS
CAMECISE METELLUS
CARLA WILLIAMS
CHEREDA IVORY
CHRISTOPHER SMITH
CLEMMIE WILLIAMS
COOLYN TURNER
CYNTHIA BREECE
DALE FITZ
DANNY EVANS
DARYL STOKES

DAVID PULSIFER
DAVID T. PATTERSON
DEBBIE MARIE HOWARD
DEBRA BURDEN
DEBRA CHABERT
DEBRA JONES
DENISE AVALOS
DENZELL CARSWELL
DEXTER SIAS
DIANA CLAUDIO
DIANNA GUINYARD
DINESH KALERA
DOMINICK VITI
DONNA MAE TOTTY
DOUGLAS SELBY
EASTER LYONS
EDWIN BARROSO-PEREZ
ELAINE BOWDOIN
ELIZABETH HERNANDEZ HERRERA
ELLEN PILLEY
ELLEN REYES
FATIMA ZHINDON
FRANCES DOUGLAS
GABRIELLA ARCENA DE LOS SANTOS
GERALDINE NIXON FORD

³ Law firm names appear where an adverse plaintiff's name has been anonymized in court filings.

GERALDINE ORR
GWENDOLYN MOBLEY
HEATHER SWICK
HELEN D. WALKER
HOPE SADLER
IDA WILLIAMS
INSTANT TRANSPORTATION LLC
JACQUELINE SISTRUNK
JAMES A. BATES
JAMES OLIVER STEPHENS
JAMES PEREZ
JAYESON HENRY
JEFFREY HARRIS
JESSIE LOVE
JHOVANNA PARKER
JIMMY SMITH
JORGE FURCOY
KAREN WALTERS
KENYATTA GODWIN
LEA'CIMMONE BRIGGS
LEWIS HAGAR
LEWIS S. GLASS
LINDA GANT
MAE ROBERTSON
MARIA J. CAMACHO PINEDA
MARIANN SCHROEDER
MARQUIS HINES
MARTHE PAUL
MARTIN LUQUE
MARYANN ORTEGA
MICHAEL MAVROVITIS
MODEST KELTRICK
MOIRA SANDROCK
NHI NGU
NICHOLAS GARZA
NILSA TORRES
NORMAN FISHBEIN
ORLANDO CLARK
QADRIYYAH HILL
RACHEL CORBETT

RAPHAEL CRAWFORD
READING METRO, LLC
ROBERT KLEBETZ
ROBERT L. FREIDMAN
ROBERT SMITH
ROBERTA GWIN
RODRICK HACKWORTH
RONALD HINES
RONNIE HUNT
RUTH OLIVER
RYAN MARTIN
SADIE DONNELL
SADIE DONNELL CHRISTOPHER SMITH
SALLY TRIANO
SANDRA PADILLA HERNANDEZ
SANTA GUERRERO
SEINI IKA
SENIORCARE EMERGENCY MEDICAL
SERVICES, INC.
SHABANA HAFIZ
SHAUNTALAY MCCLENDON
SHAWN MEADOWS
SHOOSHANIK CHARKHCHIAN
SONYA ROSS
STACIE ROGERS
SUFUNDA SAMUEL
SUZANNE BETTS
SUZIE PLUMAJ
TERENCE WHITE
TERRENCE CORA
THERESA HENRY
THERESA LYONS
TINA HAGER
TRINIDAD DE LA CRUZ
VEDA ROBERSON
VINCENT STALEY
WILLARD MCCLAM
WILLIE CROMARTIE
ZANE WHITFIELD

24. GOVERNMENT AUTHORITIES AND TAX COLLECTORS

ABINGTON MUNICIPAL TAX COLLECTOR
ABINGTON TOWNSHIP TAX OFFICE
ALABAMA DEPARTMENT OF REVENUE
ALBEMARLE COUNTY TAX COLLECTOR
ALEXANDRIA FINANCE DEPARTMENT
ALIEF ISD TAX OFFICE
AMERICAN FINANCIAL CREDIT
SERVICES, INC.

AMESBURY MUNICIPAL TAX
COLLECTOR
ANSONIA CITY TAX COLLECTOR
ARIZONA DEPARTMENT OF REVENUE
ARKANSAS DEPARTMENT OF FINANCE
AND ADMINISTRATION
ARKANSAS DEPT. OF FINANCE AND
ADMINISTRATION

ASOTIN COUNTY TAX COLLECTOR
ATTLEBORO MUNICIPAL TAX
COLLECTOR
BEAUFORT COUNTY TREASURER
BELL COUNTY
BENTON COUNTY TAX COLLECTOR
BERKHEIMER TAX ADMINISTRATOR
BERKS COUNTY TAX COLLECTION
COMMITTEE
BERLIN MUNICIPAL TAX COLLECTOR
BERNALILLO COUNTY TAX COLLECTOR
BEXAR COUNTY TAX ASSESSOR-
COLLECTOR
BOSSIER PARISH SHERIFF
BOSTON ASSESSING DEPARTMENT
BOURNE MUNICIPAL TAX COLLECTOR
BRAINTREE MUNICIPAL TAX
COLLECTOR
BRANFORD TOWN TAX COLLECTOR
BRAZORIA COUNTY TAX OFFICE
BRAZOS COUNTY TAX OFFICE
BRIDGEPORT CITY TAX COLLECTOR
BRISTOL CITY TAX COLLECTOR
BROCKTON MUNICIPAL TAX
COLLECTOR
BROOKFIELD TOWN TAX COLLECTOR
BRUNSWICK COUNTY TAX COLLECTOR
BURLINGTON MUNICIPAL TAX
COLLECTOR
BURNET COUNTY TAX ASSESSOR-
COLLECTOR
CALIFORNIA DEPARTMENT OF TAX AND
FEE ADMINISTRATION (CDTFA)
CALIFORNIA FRANCHISE TAX BOARD
CAMERON COUNTY TAX ASSESSOR-
COLLECTOR
CANTON TOWN TAX COLLECTOR
CHELAN COUNTY TAX COLLECTOR
CHESAPEAKE CITY TAX COLLECTOR
CHESHIRE TOWN TAX COLLECTOR
CHESTERFIELD COUNTY TAX
COLLECTOR
CITY OF HOLYOKE TAX COLLECTOR
CITY OF MCALLEN
CITY OF NORTH HAVEN TAX
COLLECTOR
CITY OF SAVANNAH, GEORGIA
CITY OF WORCESTER TAX COLLECTOR
CLALLAM COUNTY TAX COLLECTOR
CLARK COUNTY TREASURER'S OFFICE
CLINTON TOWN TAX COLLECTOR

COLCHESTER TOWN TAX COLLECTOR
COLLIN COUNTY TAX ASSESSOR-
COLLECTOR
COLONIAL HEIGHTS CITY TAX
COLLECTOR
COLORADO DEPARTMENT OF REVENUE
COMAL COUNTY TAX ASSESSOR-
COLLECTOR
COMPTROLLER OF MARYLAND,
REVENUE ADMINISTRATION DIVISION
CONNECTICUT DEPARTMENT OF
REVENUE SERVICES
CONTRA COSTA COUNTY TAX
COLLECTOR
COWLITZ COUNTY TAX COLLECTOR
CROMWELL TOWN TAX COLLECTOR
CULPEPER TOWN TAX COLLECTOR
CYPRESS-FAIRBANKS ISD TAX
ASSESSOR-COLLECTOR
D.C. OFFICE OF TAX AND REVENUE
DALLAS COUNTY TAX ASSESSOR-
COLLECTOR
DANBURY CITY TAX COLLECTOR
DANVILLE CITY TAX COLLECTOR
DARTMOUTH MUNICIPAL TAX
COLLECTOR
DELAWARE DEPARTMENT OF FINANCE
DELAWARE DIVISION OF
CORPORATIONS
DELAWARE DIVISION OF
CORPORATIONS (DEPT OF REVENUE)
DENTON COUNTY TAX ASSESSOR-
COLLECTOR
DENVER TREASURY DIVISION
DESOTO COUNTY TAX COLLECTOR
DISTRICT OF COLUMBIA OFFICE OF TAX
AND REVENUE
DONA ANA COUNTY TAX COLLECTOR
DOUGLAS COUNTY TAX COMMISSIONER
EAST HAMPTON TOWN TAX COLLECTOR
EAST HAVEN TOWN TAX COLLECTOR
EAST LYME TOWN TAX COLLECTOR
ECTOR COUNTY TAX ASSESSOR-
COLLECTOR
EL PASO COUNTY TAX ASSESSOR-
COLLECTOR
ELLIS COUNTY TAX OFFICE
ERATH COUNTY TAX ASSESSOR-
COLLECTOR
FAIRFIELD TOWN TAX COLLECTOR

FAIRHAVEN MUNICIPAL TAX
COLLECTOR
FIRST COLONY L.I.D
FLORENCE COUNTY TREASURER'S
OFFICE
FLORIDA DEPARTMENT OF REVENUE
FLUVANNA COUNTY TAX COLLECTOR
FORREST COUNTY TAX COLLECTOR
FRAMINGHAM MUNICIPAL TAX
COLLECTOR
FRANKLIN COUNTY TAX COLLECTOR
FREDERICK COUNTY TAX COLLECTOR
FREDERICKSBURG CITY TAX
COLLECTOR
FREETOWN MUNICIPAL TAX
COLLECTOR
GALVESTON COUNTY TAX OFFICE
GEORGETOWN COUNTY TREASURER
GEORGIA DEPARTMENT OF REVENUE
GLASTONBURY TOWN TAX COLLECTOR
GLOUCESTER COUNTY TAX COLLECTOR
GRANBY TOWN TAX COLLECTOR
GRANT COUNTY TREASURER'S OFFICE
GRAYS HARBOR COUNTY TAX
COLLECTOR
GROTON TOWN TAX COLLECTOR
HAMPTON CITY TAX COLLECTOR
HANOVER COUNTY TREASURER
HARRIS COUNTY TAX ASSESSOR-
COLLECTOR
HARRISON COUNTY TAX COLLECTOR
HARTFORD CITY TAX COLLECTOR
HARWICH MUNICIPAL TAX COLLECTOR
HAWAII DEPARTMENT OF TAXATION
HAYS COUNTY TAX ASSESSOR-
COLLECTOR
HENRICO COUNTY TAX COLLECTOR
HIDALGO COUNTY TAX ASSESSOR-
COLLECTOR
HINDS COUNTY TAX COLLECTOR
HOLYOKE MUNICIPAL TAX COLLECTOR
HOPEWELL CITY TAX COLLECTOR
HUMBLE ISD TAX OFFICE
IDAHO STATE TAX COMMISSION
ILLINOIS DEPARTMENT OF REVENUE
INDIANA DEPARTMENT OF REVENUE
IOWA DEPARTMENT OF REVENUE
ISLAND COUNTY TAX COLLECTOR
ISLE OF WIGHT COUNTY TAX
COLLECTOR
JAMES CITY COUNTY TAX COLLECTOR

JEFFERSON COUNTY TAX ASSESSOR-
COLLECTOR
JOHNSTON COUNTY TAX OFFICE
JOHNSTON COUNTY TREASURER
KANSAS DEPARTMENT OF HEALTH AND
ENVIRONMENT
KANSAS DEPARTMENT OF REVENUE
KENTUCKY DEPARTMENT OF REVENUE
KING COUNTY TAX COLLECTOR
KITSAP COUNTY TAX COLLECTOR
LACLEDE COUNTY TAX COLLECTOR
LAMAR COUNTY TAX COLLECTOR
LAREDO ISD TAX OFFICE
LAUDERDALE COUNTY TAX COLLECTOR
LEE COUNTY TAX COLLECTOR
LEFLORE COUNTY ASSESSOR
LOS ANGELES COUNTY TAX COLLECTOR
LOUDOUN COUNTY TAX COLLECTOR
LOUISIANA DEPARTMENT OF REVENUE
LUBBOCK COUNTY TAX ASSESSOR-
COLLECTOR
LYNCHBURG CITY TAX COLLECTOR
MADISON TOWN TAX COLLECTOR
MAINE REVENUE SERVICES
MANATEE COUNTY TAX COLLECTOR
MANCHESTER TOWN TAX COLLECTOR
MARICOPA COUNTY TREASURER
MARIN COUNTY TAX COLLECTOR
MARYLAND COMPTROLLER OF THE
TREASURY
MARYLAND DEPT OF ASSESSMENTS &
TAXATION
MASON COUNTY TREASURER
MASSACHUSETTS DEPARTMENT OF
REVENUE
MERIDEN CITY TAX COLLECTOR
MICHIGAN DEPARTMENT OF TREASURY
MIDDLETOWN CITY TAX COLLECTOR
MILFORD CITY TAX COLLECTOR
MILFORD MUNICIPAL TAX COLLECTOR
MINNESOTA DEPARTMENT OF REVENUE
MISSISSIPPI DEPARTMENT OF REVENUE
MISSOURI DEPARTMENT OF REVENUE
MODIOHEALTH, INC.
MONROE TOWN TAX COLLECTOR
MONTANA DEPARTMENT OF REVENUE
MONTGOMERY COUNTY TAX ASSESSOR-
COLLECTOR
NAUGATUCK CITY TAX COLLECTOR
NEBRASKA DEPARTMENT OF REVENUE
NEW BRITAIN CITY TAX COLLECTOR

NEW FAIRFIELD TOWN TAX COLLECTOR
NEW HAMPSHIRE DEPARTMENT OF
REVENUE ADMINISTRATION
NEW HAVEN CITY TAX COLLECTOR
NEW JERSEY DEPARTMENT OF THE
TREASURY
NEW JERSEY DIVISION OF TAXATION
NEW MEXICO DEPARTMENT OF
TRANSPORTATION
NEW MEXICO PUBLIC REGULATION
COMMISSION
NEW MEXICO TAXATION AND REVENUE
DEPARTMENT
NEW MILFORD TOWN TAX COLLECTOR
NEW YORK CITY DEPARTMENT OF
FINANCE
NEW YORK STATE DEPARTMENT OF
TAXATION AND FINANCE
NEWINGTON TOWN TAX COLLECTOR
NEWPORT NEWS CITY TAX COLLECTOR
NEWTON MUNICIPAL TAX COLLECTOR
NEWTOWN TOWN TAX COLLECTOR
NORFOLK CITY TAX COLLECTOR
NORTH ADAMS MUNICIPAL TAX
COLLECTOR
NORTH ANDOVER MUNICIPAL TAX
COLLECTOR
NORTH BRANFORD TOWN TAX
COLLECTOR
NORTH CAROLINA DEPARTMENT OF
REVENUE
NORTH HAVEN TOWN TAX COLLECTOR
NORTHBOROUGH MUNICIPAL TAX
COLLECTOR
NORTON CITY TAX COLLECTOR
NORWALK CITY TAX COLLECTOR
NORWICH CITY TAX COLLECTOR
NUECES COUNTY TAX ASSESSOR-
COLLECTOR
OAK PARK CITY TREASURER (OAKLAND)
OFFICE OF LONG-TERM LIVING
OHIO DEPARTMENT OF TAXATION
OKANOGAN COUNTY TAX COLLECTOR
OKLAHOMA TAX COMMISSION
OLD SAYBROOK TOWN TAX COLLECTOR
ONslow COUNTY TAX COLLECTOR
ORANGE COUNTY TAX COLLECTOR
ORANGE TOWN TAX COLLECTOR
OREGON DEPARTMENT OF REVENUE
ORLEANS MUNICIPAL TAX COLLECTOR
PARKER COUNTY APPRAISAL DISTRICT

PENNSYLVANIA DEPARTMENT OF
REVENUE
PETERSBURG, VIRGINIA, COMMISSIONER
OF THE REVENUE
PIERCE COUNTY TAX COLLECTOR
PIMA COUNTY TREASURER
PITTSFIELD MUNICIPAL TAX
COLLECTOR
POQUOSON CITY TAX COLLECTOR
PORTSMOUTH CITY TAX COLLECTOR
POTTER COUNTY TAX ASSESSOR-
COLLECTOR
POTTSVILLE CITY HALL
PUTNAM TOWN TAX COLLECTOR
RANKIN COUNTY TAX COLLECTOR
REEVES COUNTY APPRAISAL DISTRICT
RHODE ISLAND DIVISION OF TAXATION
RICHMOND CITY TAX COLLECTOR
RIDGEFIELD TOWN TAX COLLECTOR
ROANOKE CITY TAX COLLECTOR
ROCKY HILL TOWN TAX COLLECTOR
RUTHERFORD COUNTY TAX COLLECTOR
SAN DIEGO COUNTY TAX COLLECTOR
SAN MATEO COUNTY TAX COLLECTOR
SANDWICH MUNICIPAL TAX
COLLECTOR
SAULT SAINTE MARIE CITY TREASURER
(CHIPPEWA)
SEYMOUR TOWN TAX COLLECTOR
SHELBY COUNTY OCCUPATIONAL
LICENSE FEE OFFICE
SHELTON CITY TAX COLLECTOR
SIMSBURY TOWN TAX COLLECTOR
SOLANO COUNTY TREASURY
SOUTH CAROLINA
SOUTH CAROLINA DEPARTMENT OF
REVENUE
SOUTHBURY TOWN TAX COLLECTOR
SOUTHINGTON TOWN TAX COLLECTOR
SPOKANE COUNTY TAX COLLECTOR
SPOTSYLVANIA COUNTY TAX
COLLECTOR
SPRING ISD TAX OFFICE
SPRINGFIELD CITY TAX COLLECTOR
STAFFORD COUNTY TAX COLLECTOR
STAMFORD CITY TAX COLLECTOR
STANISLAUS COUNTY TREASURER-TAX
COLLECTOR
STRATFORD TOWN TAX COLLECTOR
SWAMPSCOTT MUNICIPAL TAX
COLLECTOR

TARRANT COUNTY TAX ASSESSOR-
COLLECTOR
TAYLOR COUNTY TAX COLLECTOR
TENNESSEE DEPARTMENT OF REVENUE
TEXAS COMPTROLLER OF PUBLIC
ACCOUNTS
TEXAS CONTROLLER OF PUBLIC
ACCOUNTS
TEXAS DEPARTMENT OF LICENSING
AND REGULATION
THE AGENCY FOR HEALTH CARE
ADMINISTRATION
THURSTON COUNTY TAX COLLECTOR
TOM GREEN COUNTY APPRAISAL
DISTRICT
TOMBALL ISD TAX OFFICE
TORRINGTON CITY TAX COLLECTOR
TOWN OF BRATTLEBORO
TOWNSHIP OF NEPTUNE NEW JERSEY
TRAVIS COUNTY TAX ASSESSOR-
COLLECTOR
TREASURER-STATE OF NEW JERSEY
TRUMBULL TOWN TAX COLLECTOR
U.S. DEPARTMENT OF THE TREASURY
UTAH STATE TAX COMMISSION
VERMONT DEPARTMENT OF TAXES
VERNON TOWN TAX COLLECTOR
VIRGINIA DEPARTMENT OF TAXATION
WALLA WALLA COUNTY TAX
COLLECTOR
WALLINGFORD TOWN TAX COLLECTOR
WARREN COUNTY TAX COLLECTOR
WASHINGTON DEPARTMENT OF
REVENUE
WATER VALLEY CITY TAX COLLECTOR
WATERBURY CITY TAX COLLECTOR
WATERFORD TOWN TAX COLLECTOR
WATERTOWN TOWN TAX COLLECTOR
WEBB COUNTY TAX ASSESSOR-
COLLECTOR
WEST HAVEN CITY TAX COLLECTOR
WEST VIRGINIA STATE TAX
DEPARTMENT
WESTPORT TOWN TAX COLLECTOR
WETHERSFIELD TOWN TAX COLLECTOR
WHATCOM COUNTY TAX COLLECTOR
WICHITA COUNTY TAX ASSESSOR-
COLLECTOR
WILLIAMSON COUNTY TRUSTEE'S
OFFICE
WILSON COUNTY TRUSTEE

WILTON TOWN TAX COLLECTOR
WINCHESTER TOWN TAX COLLECTOR
WINDHAM TOWN TAX COLLECTOR
WINDSOR TOWN TAX COLLECTOR
WINTERVILLE CITY TAX COLLECTOR
WISCONSIN DEPARTMENT OF REVENUE
WOBBURN MUNICIPAL TAX COLLECTOR
WOLCOTT TOWN TAX COLLECTOR
YAKIMA COUNTY TAX COLLECTOR
YALOBUSHA COUNTY TAX COLLECTOR
YORK COUNTY TAX COLLECTOR

Appendix 2**Client Match List**

Matched Entity	Relationship to Debtors	Relationship to L&W¹
AllianceBernstein Holding LP	Secured Lender Party	Current client
Allianz Global Risks US Insurance Company	Insurance Party	Current client
Amazon Web Services, Inc.	Top 30 Unsecured Creditor	Current client
American Express	Major Supplier/Vendor	Current client
Ameriprise Financial	Other Noteholder	Current client
Ankura Trust Company, LLC	Secured Lender Party	Former client
Bank of America Corporation	Secured Lender Party	Current client
Barclays Bank PLC	Secured Lender Party	Current client
Beach Point Capital Management	Secured Lender Party	Current client
Bind Benefits Inc.	Employee Insurance Program Administrator	Current client
Blackrock	Other Noteholder	Current client
Blue Cross of California	Customer	Former client
BNP Paribas S.A.	Secured Lender Party	Current client
Brigade Capital Management	Secured Lender Party	Current client
Canadian Imperial Bank of Commerce	Other Noteholders	Current client
CIBC Bank USA	Secured Lender Party	Current client
CDW DIRECT	Top 30 Unsecured Creditor	Current client
Centene Corporation	Customer	Former client
Cigna Group	Employee Insurance Program Administrator	Current client
Cincinnati Bell	Utility Provider	Current client
Citizens Bank, N.A.	Debtors' Bank	Current client
Cobbs Allen Capital Holdings	Insurance Party	Current client
Con Edison Co of New York	Utility Provider	Current client
Craig Barbarosh	Current or Former Officer/Director	Current client
Deutsche Bank AG New York Branch	Secured Lender Party	Current client

¹ The term “**Current Client**” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past 12 months and L&W has at least one open matter. The term “**Former Client**” refers to an entity listed as a client in L&W’s Client Database for whom time has been recorded in the past three years. L&W does not disclose connections if time was recorded more than three years before the Petition Date.

Matched Entity	Relationship to Debtors	Relationship to L&W¹
D.E. Shaw & Co	Equity Holder and Secured Lender Party	Current client
Ensign Peak Advisors	Secured Lender Party	Current client
Ernst & Young US LLP	Debtors' Retained Professional Services Firm	Current client
FIAM LLC	Secured Lender Party	Former client
FirstEnergy Corp.	Utility Provider	Former client
FTI Consulting, Inc.	Debtors' Retained Professional Services Firm	Current client
HalseyPoint Asset Management, LLC	Secured Lender Party	Current client
HealthsmartHoldings, Inc.	Employee Insurance Program Administrator	Current client
Hewlett-Packard Financial Services Company	Secured Lender Party	Current client
Humana, Inc.	Top 30 Unsecured Creditor	Current client
HG Vora Capital Management	Secured Lender Party	Current client
HSBC Holdings plc.	Debtors' Bank	Current client
HSBC Bank PLC	Secured Lender Party	Current client
Iris Group Holdings LLC	Utility Provider	Current client
Jefferies Finance LLC	Secured Lender Party	Current client
JPMorgan Chase Bank, N.A.	Secured Lender Party	Current client
Jupiter Asset Management	Secured Lender Party	Former client
Jupiter Fund Management	Other Bondholder	Current client
KeyBank, National Association	Secured Lender Party	Current client
KPMG LLP	Debtors' Ordinary Course Professional	Current client
Lazard Freres & Co. LLC	Professional Services Firm for Other Major Stakeholders	Current client
Liberty Surplus Insurance Corporation	Insurance Party	Current client
Lyft Inc.	Major Supplier/Vendor	Current client
Lyft Healthcare Inc.	Top 30 Unsecured Creditor	Current client
Met Life. Inc.	Employee Insurance Program Administrator	Current client
Moelis & Company	Debtors' Retained Professional Services Firm	Current client
Morgan Stanley	Debtors' Bank	Current client
National Grid	Utility Provider	Former client
Neuberger Berman Group	Secured Lender	Current client
Optum Bank, Inc.	Employee Insurance Program Administrator	Current client
Optum Rx, Inc.	Employee Insurance Program Administrator	Current client

Matched Entity	Relationship to Debtors	Relationship to L&W ¹
Paul Hastings LLP	Professional Services Firm for Other Major Stakeholders	Current client
PNC Bank, N.A.	Debtors' Bank	Current client
Pricewaterhouse Coopers LP	Ordinary Course Professional	Current client
Polen Capital Management	Other Noteholder	Former client
Quinn Emanuel Urquhart & Sullivan, LLP	Debtors' Retained Professional Services Firm	Current client
Redwood Capital Management	Secured Lender	Current client
Regions Bank	Secured Lender	Current client
Republic Services, Inc.	Utility Provider	Current client
Salesforce.com Inc.	Major Supplier/Vendor	Current client
Sirius Point Ltd.	Insurance Provider	Current client
Silver Rock Financial LP	Secured Lender	Current client
Stericycle Inc.	Utility Provider	Current client
Sumitomo Mitsui Banking Corporation	Secured Lender	Current client
Summit House Capital Management LLC	Secured Lender	Current client
TCW Group	Secured Lender	Former client
The Vanguard Group, Inc.	Equity Holder	Current client
Truist Bank	Secured Lender	Current client
Uber Health LLC	Major Supplier/Vendor	Current client
UGI Utilities Inc.	Utility Provider	Current client
U.S. Bank Corp.	Debtors' Bank	Current client
U.S. Bank Equipment Finance	Secured Lender	Current client
United Healthcare Services Inc.	Customer ²	Current client
Voya Financial Inc.	Employee Insurance Program Administrator	Current client
Wells Fargo Bank, N.A.	Secured Lender	Current client
Wex Inc.	Employee Insurance Program Administrator	Current client
WM Corporate Services, Inc.	Utility Provider	Current client
Workday Inc.	Major Supplier/Vendor	Current client

² Affiliates of this entity serve as Employee Insurance Program Administrators.

Exhibit B

Retention Declaration

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

	X	
	:	
In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**DECLARATION OF FAISAL KHAN,
GENERAL COUNSEL AND SECRETARY,
IN SUPPORT OF DEBTORS' APPLICATION
FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT AND
RETENTION OF LATHAM & WATKINS LLP AS BANKRUPTCY
CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE**

I, Faisal Khan, declare as follows:

1. I am General Counsel and Secretary of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “***Debtors***” or the “***Company***”). In this capacity, I am familiar with the Debtors’ day-to-day operations, business, financial affairs and books and records. As part of my responsibilities, I am involved with the supervision of outside counsel and with the monitoring and control of legal costs.

2. I submit this declaration (the “***Retention Declaration***”) in support of the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Co-Counsel Effective as of the Petition Date* (the “***Application***”).²

¹ A complete list of each of the Debtors in the 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Except as otherwise noted, all facts in this Retention Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors' management and the Debtors' advisors.

THE DEBTORS' SELECTION OF COUNSEL

3. Since being retained, the Debtors and L&W have worked together closely in an effort to address the Debtors' financial circumstances, including by engaging in negotiations with the Debtors' key stakeholders regarding the Debtors' capital structure and restructuring options, assisting the Debtors with pursuing potential out-of-court solutions, and ultimately preparing the Chapter 11 Cases, including negotiating the Restructuring Support Agreement and the Debtors' chapter 11 plan of reorganization. As a result, L&W possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases.

4. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. The Debtors chose L&W based upon its reputation and experience in the restructuring field generally and upon the Debtors' particular circumstances, including the complexity of the contemplated restructuring.

5. Before selecting L&W to serve as their attorneys in the Chapter 11 Cases, the Debtors considered, among other things, their relationships with various other firms that also provide restructuring related services and L&W's prepetition role in advising the Debtors with respect to various restructuring and contingency planning issues, including both potential in-court and out-of-court strategies. Since L&W's engagement, L&W (i) engaged with the Debtors' key

economic stakeholders, (ii) negotiated postpetition debtor-in-possession financing, (iii) negotiated the Restructuring Support Agreement and the Debtors' chapter 11 plan of reorganization, and (iv) prepared the Debtors for commencing these Chapter 11 Cases. As a result, L&W has become familiar with the Debtors' businesses and capital structure, and many of the legal issues that may arise in the context of the Chapter 11 Cases.

6. For the reasons set forth above, I believe that L&W is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases. Thus, the Debtors decided to continue to retain L&W as the Debtors' bankruptcy co-counsel during the Chapter 11 Cases.

PROFESSIONAL COMPENSATION

7. In my capacity as General Counsel and Secretary, I am involved in the Debtors' retention and supervision of certain outside professional services firms, including the professionals proposed to be retained in the Chapter 11 Cases.

8. Prior to the engagement of L&W, I approved L&W's standard billing rates and the material terms of the engagement. Based on the Debtors' evaluation of other law firms prior to retaining L&W, I can confirm that L&W's rates and terms are comparable to those of other comparably skilled professionals. Additionally, L&W has informed the Debtors that its rates for bankruptcy representations are comparable to the rates it charges for non-bankruptcy representations.

9. I am responsible for reviewing the invoices submitted by L&W and can confirm that the rates L&W charged the Debtors in the prepetition period are consistent with the rates L&W will charge the Debtors in the postpetition period other than (a) the adjustments described in the Application and the Klidonas Declaration; and (b) a postpetition 50% discount applied to rates charged for non-working travel time.

COST SUPERVISION

10. The Debtors recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of the Chapter 11 Cases. The Debtors will continue to review invoices that L&W submits during the Chapter 11 Cases.

11. Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 19, 2025

/s/ Faisal Khan

Name: Faisal Khan

Title: General Counsel and Secretary

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

	X	
	:	
In re:	:	Chapter 11
	:	
MODIVCARE INC., <i>et al.</i> ,	:	Case No. 25-90309 (ARP)
	:	
Debtors. ¹	:	(Jointly Administered)
	:	
	X	

**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF LATHAM & WATKINS LLP AS
BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE
[Relates to Docket No. ____]**

Upon the application (the “*Application*”)² of the Debtors for entry of an order authorizing the Debtors to employ and retain Latham & Watkins LLP (“*L&W*”) as their bankruptcy co-counsel effective as of the Petition Date; and the Court having reviewed the Application, the Klidonas Declaration, and the Retention Declaration; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on the representations made in the

¹ A complete list of each of the Debtors in the 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

Application and the Klidonas Declaration that L&W is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that L&W does not hold or represent an interest adverse to the Debtors’ estates; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and the Court having determined that the relief requested in the Application 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 Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors, as debtors in possession, are authorized to employ and retain L&W as their bankruptcy co-counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application and in the Engagement Letter.
3. L&W is authorized to provide the Debtors with the professional services described in the Application and the Engagement Letter.
4. L&W shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court.

5. Prior to any increases in L&W's hourly rates, L&W shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. The Fee Advance shall be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. L&W shall apply any Fee Advance remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application and promptly return to the Debtors' estates any Fee Advance remaining after such application, unless otherwise agreed by the Debtors and L&W.

7. L&W shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by L&W to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. L&W shall review its files periodically during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, L&W shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE