

**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	

**APPLICATION OF DEBTORS TO EMPLOY
AND RETAIN HUNTON ANDREWS KURTH LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

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 motion 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 motion was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

ModivCare Inc. and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “***Debtors***”), respectfully state as follows in support of this application (this “***Application***”):

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto (the “***Order***”), authorizing the employment and retention of Hunton Andrews Kurth LLP (“***Hunton***” or the “***Firm***”) as bankruptcy co-counsel to the Debtors. In support of this

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



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Application, the Debtors submit the declaration of Timothy A. (“Tad”) Davidson II (the “**Davidson Declaration**”), attached hereto as **Exhibit A**.

JURISDICTION AND VENUE

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

3. Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory and legal predicates for the relief requested herein are sections 327(a), 328(a), 329(a), and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (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

5. On August 20, 2025 (the “**Petition Date**”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

6. On August 21, 2025, the Court entered an order [Docket No. 27] pursuant to Bankruptcy Rule 1015(b) ordering joint administration and consolidation of the Chapter 11 Cases for procedural purposes only.

7. On September 5, 2025, the Office of the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors (the “**Creditors’ Committee**”) [Docket No. 124].

8. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Chad J. Shandler in Support of Chapter 11 Petitions and First Day Relief* (the “**First Day Declaration**”) [Docket No. 14].²

BASIS FOR RELIEF

9. By this Application, the Debtors respectfully request entry of an order authorizing the Debtors to retain and employ Hunton as their bankruptcy co-counsel, in accordance with the terms and conditions set forth in this Application, the Davidson Declaration, and in that certain engagement letter between the Debtors and Hunton dated as of August 11, 2025 (the “**Engagement Letter**”), a copy of which is attached hereto as **Exhibit B**.

10. The retention of Hunton under the terms described in this Application is appropriate under sections 327(a), 328(a), and 329(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1.

11. Under section 327(a) of the Bankruptcy Code, a debtor in possession is authorized to employ 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 possession] in carrying out [its] duties under this title.”³ Section 1107(b) provides that “a person is not disqualified for

² Capitalized terms used but not otherwise defined herein have the meaning assigned to them in the First Day Declaration.

³ 11 U.S.C. § 327(a).

employment under section 327 of this title by a debtor in possession solely because of such person's employment by or representation of the debtor before the commencement of the case.”⁴

A. Hunton's Qualifications

12. The Debtors have determined that the retention of bankruptcy co-counsel is necessary to the successful administration of the Chapter 11 Cases. The Debtors selected Hunton as their bankruptcy co-counsel and seek to employ and retain Hunton as their bankruptcy co-counsel for the Chapter 11 Cases. Hunton is a law firm of national prominence with offices in, among other locations, Texas, New York, California, Virginia, North Carolina, Georgia, Florida, and the District of Columbia. The attorneys at Hunton have experience in bankruptcy cases of the size and complexity of the Chapter 11 Cases. Moreover, Hunton is a full service law firm with attorneys experienced in bankruptcy and restructuring, litigation, corporate transactions, energy and infrastructure, real estate, tax, labor, derivatives, environmental law, project finance, technology, healthcare, as well as other areas of law that may be relevant to services required and the issues presented in the Chapter 11 Cases.

13. Based upon the Firm's experience and the expertise developed by many of its attorneys, Hunton's attorneys are experienced in the representation of debtors in possession, are well versed in the Bankruptcy Local Rules, the Complex Case Procedures and local practice expectations, and otherwise have the requisite abilities to represent the Debtors properly in the Chapter 11 Cases.

14. Beginning in August 2025, Hunton represented the Debtors as bankruptcy co-counsel in connection with all phases of the Debtors' restructuring efforts, including without limitation, the preparation for filing the Chapter 11 Cases.

⁴ 11 U.S.C. § 1107(b).

15. The Debtors selected Hunton as bankruptcy co-counsel for the reasons stated above and due to, among other things, Hunton's recognized expertise in business reorganizations under chapter 11 of the Bankruptcy Code and its experience in the Southern District of Texas. Hunton has served as lead bankruptcy counsel or co-counsel to debtors and debtors in possession in many large chapter 11 bankruptcy cases before this Court, including without limitation: *RunItOneTime LLC*, No. 25-90191 (ARP) (Bankr. S.D. Tex. Sept. 5, 2025) (Docket No. 274); *Wolfspeed, Inc.*, No. 25-90163 (CML) (Bankr. S.D. Tex. Aug. 21, 2025) (Docket No. 228); *DocuData Solutions L.C.*, No. 25-90023 (CML) (Bankr. S.D. Tex. Apr. 11, 2025) (Docket No. 289); *TreeSap Farms, LLC*, No. 25-90017 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) (Docket No. 180); *Cutera, Inc.*, No. 25-90088 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) (Docket No. 194); *The Container Store Group, Inc.*, No. 24-90627 (ARP) (Bankr. S.D. Tex. Jan. 28, 2025) (Docket No. 196); *Robertshaw US Holding Corp.*, No. 24-90052 (CML) (Bankr. S.D. Tex. Mar. 22, 2024) (Docket No. 368); *Monitronics International, Inc.*, No. 23-90332 (CML) (Bankr. S.D. Tex. June 20, 2023) (Docket No. 157); *Sundance Energy Inc.*, No. 21-30882 (DRJ) (Bankr. S.D. Tex. Apr. 15, 2021) (Docket No. 160); *Superior Energy Services, Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Jan. 8, 2021) (Docket No. 209); *Lonestar Resources US Inc.*, No. 20-34805 (DRJ) (Bankr. S.D. Tex. Nov. 6, 2020) (Docket No. 198); *Remora Petroleum, L.P.*, No. 20-34037 (DRJ) (Bankr. S.D. Tex. Sept. 15, 2020) (Docket No. 129); *Hi-Crush Inc.*, No. 20-33495 (CML) (Bankr. S.D. Tex. Aug. 20, 2020) (Docket No. 308); *Sable Permian Resources, LLC*, No. 20-33193 (MI) (Bankr. S.D. Tex. Aug. 7, 2020) (Docket No. 280); *Weatherford International plc*, No. 19-33694 (DRJ) (Bankr. S.D. Tex. Aug. 22, 2019) (Docket No. 289); *Monitronics International, Inc.*, No. 19-33650 (DRJ) (Bankr. S.D. Tex. Aug. 5, 2019) (Docket No. 184); *Illinois Power Generating Company*, No. 16-36326 (MI) (Bankr. S.D. Tex. Jan. 25, 2017) (Docket No. 168).

16. Additionally, Hunton has been actively involved in other roles in many major chapter 11 cases within the Southern District of Texas, including without limitation: *Global Clean Energy Holdings, Inc.*, No. 25-90113 (ARP) (Bankr. S.D. Tex. Apr. 16, 2025); *Independence Contract Drilling, Inc.*, No. 24-90612 (ARP) (Bankr. S.D. Tex. Dec. 2, 2024); *Diamond Sports Group, LLC*, No. 23-90116 (CML) (Bankr. S.D. Tex. Mar. 14, 2023); *Nielsen & Bainbridge, LLC*, No. 23-90071 (CML) (Bankr. S.D. Tex. Feb. 8, 2023); *Core Scientific, Inc.*, No. 22-90341 (CML) (Bankr. S.D. Tex. Dec. 21, 2022); *Compute North Holdings, Inc.*, No. 22-90273 (MI) (Bankr. S.D. Tex. Sept. 22, 2022); *Talen Energy Supply, LLC*, No. 22-90054 (MI) (Bankr. S.D. Tex. May 9, 2022); *Limetree Bay Services, LLC*, No. 21-32351 (CML) (Bankr. S.D. Tex. July 12, 2021); *Brazos Electric Power Cooperative, Inc.*, No. 21-30725 (CML) (Bankr. S.D. Tex. Mar. 1, 2021); *Gulfport Energy Corp.*, No. 20-35562 (CML) (Bankr. S.D. Tex. Nov. 13, 2020); *Fieldwood Energy LLC*, No. 20-33948 (MI) (Bankr. S.D. Tex. Aug. 3, 2020); *McDermott International, Inc.*, No. 20-30336 (CML) (Bankr. S.D. Tex. Jan. 21, 2020); *EP Energy Corp.*, No. 19-35654 (MI) (Bankr. S.D. Tex. Oct. 3, 2019); *Alta Mesa Resources, Inc.*, No. 19-35133 (MI) (Bankr. S.D. Tex. Sept. 11, 2019); *Sanchez Energy Corp.*, No. 19-34508 (MI) (Bankr. S.D. Tex. Aug. 11, 2019); *Bristow Group Inc.*, No. 19-32713 (MI) (Bankr. S.D. Tex. May 11, 2019); *Vanguard Natural Resources, Inc.*, No. 19-31789 (DRJ) (Bankr. S.D. Tex. Mar. 31, 2019); *Gastar Exploration Inc.*, No. 18-36057 (MI) (Bankr. S.D. Tex. Oct. 31, 2018); *iHeartMedia, Inc.*, No. 18-31274 (MI) (Bankr. S.D. Tex. Mar. 14, 2018); *EXCO Resources, Inc.*, No. 18-30155 (MI) (Bankr. S.D. Tex. Jan. 15, 2018); *Castex Energy Partners, L.P.*, No. 17-35835 (MI) (Bankr. S.D. Tex. Oct. 16, 2017); *LINN Energy, LLC*, No. 16-60040 (DRJ) (Bankr. S.D. Tex. May 11, 2016); *Ultra Petroleum Corp.*, No. 16-32202 (MI) (Bankr. S.D. Tex. April 29, 2016); *Sherwin Alumina Company, LLC*, No. 16-20012 (DRJ) (Bankr. S.D. Tex. Jan. 11, 2016).

17. Accordingly, the Debtors believe that Hunton is well qualified to represent them in the Chapter 11 Cases.

B. Services to Be Provided

18. The Debtors seek to retain Hunton, subject to the oversight and orders of the Court, to provide legal services to the Debtors as needed throughout the course of the Chapter 11 Cases, including providing advice with respect to bankruptcy and other substantive legal issues. In particular, the Debtors seek to retain Hunton to perform, among others, the following professional services for the Debtors:

- a) advise the Debtors with respect to their powers and duties as debtors in possession in the continued management and operation of their business;
- 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) attend meetings and negotiate with representatives of creditors and other parties in interest;
- d) take all necessary actions to protect and preserve the Debtors' estates, including prosecuting actions on the Debtors' behalf, defending any actions commenced against the Debtors, and representing the Debtors in negotiations concerning litigation in which the Debtors are involved, including prosecuting objections to claims filed against the Debtors' estates;
- e) prepare pleadings in connection with the Chapter 11 Cases, including motions, applications, answers, draft orders, reports and other documents necessary or otherwise beneficial to the administration of the Debtors' estates;
- f) represent the Debtors in connection with obtaining authority to use cash collateral and postpetition financing;
- g) appear before the Court and any appellate courts to represent the interests of the Debtors' estates;
- h) take any necessary actions on behalf of the Debtors to negotiate, prepare and obtain approval of a disclosure statement and confirmation of a chapter 11 plan of reorganization and all documents related thereto;
- i) advise the Debtors in connection with any sale of assets;

- j) provide non-bankruptcy services to the Debtors to the extent requested by the Debtors; and
- k) perform all other necessary legal services for the Debtors in connection with the Chapter 11 Cases, which may include (i) the analysis of the Debtors' leases and executory contracts and the assumption, rejection or assignment thereof, (ii) the analysis of the validity of liens against the Debtors, and (iii) advice on corporate and litigation matters, including both pending and threatened litigation and the administration and resolution of claims.

19. It is necessary for the Debtors to employ attorneys to render the foregoing professional services. Subject to approval of this Application, Hunton has confirmed its desire and willingness to act in the Chapter 11 Cases and render the necessary professional services as attorneys for the Debtors.

20. The Debtors intend to file separate applications to employ other professionals, including Latham & Watkins LLP as bankruptcy co-counsel to the Debtors, pursuant to section 327(a) of the Bankruptcy Code in connection with the Chapter 11 Cases. Hunton has advised the Debtors that it intends to monitor carefully and coordinate with the other professionals retained by the Debtors in the Chapter 11 Cases and will clearly delineate their respective duties to prevent duplication of effort. Efficient coordination of efforts of the Debtors' attorneys and other professionals will add to the effective administration of the Chapter 11 Cases.

C. Terms of Retention

21. Pursuant to section 328(a) of the Bankruptcy Code, the Court may approve Hunton's retention on any reasonable terms. The Debtors seek to retain Hunton pursuant to the terms of the Engagement Letter, which are substantially similar to those entered into by Hunton and other clients on a daily basis in a competitive market for legal services with respect to similarly complex corporate, securities, and litigation matters. In connection with its retention, Hunton will be paid hourly rates for professional services rendered that are in effect on the date the services are rendered. Hunton's rates and rate structures reflect the specialized expertise required by such

matters, the risks of monetary loss of business failure, and the severe time pressures involved in business reorganizations. These rates may change from time to time in accordance with Hunton's established billing practices and procedures to account for advancing seniority and promotion of attorneys and paraprofessionals, and the Debtors have agreed to pay the rates as adjusted in accordance with such established practices and procedures for such increases.

22. Hunton's rates and rate structure are determined by the national marketplace for legal services; the Firm's performance and reputation; an individual attorney's area of specialization, experience, and performance; the nature of the work involved; and other factors.

23. The current hourly rates for the attorneys at Hunton who are expected to have primary responsibility for the representation of the Debtors are set forth below:

Professional	Position	2025 Hourly Rates
Timothy A. ("Tad") Davidson II	Partner	\$1,405
Joseph P. Rovira	Partner	\$1,250
Ashley L. Harper	Partner	\$1,155
Philip M. Guffy	Associate	\$995
Catherine Rankin	Associate	\$895
Brandon Bell	Associate	\$795
Kaleb Bailey	Associate	\$690

24. Other attorneys and paraprofessionals at Hunton may be called upon on occasion to assist in the representation of the Debtors. The hourly rates charged by the Firm's professionals differ based on, among other things, the professional's experience.

25. The Debtors also have agreed that Hunton shall be reimbursed for all actual out-of-pocket expenses incurred by the Firm on the Debtors' behalf, in accordance with the Engagement Letter. The Firm will make every effort to minimize its expenses in the Chapter 11 Cases.

26. Hunton will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with rendering the legal services described above by category and nature of the services rendered.

27. Hunton will submit application(s) for compensation in accordance with any interim compensation order entered in the Chapter 11 Cases, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and any further order of the Court in the Chapter 11 Cases.

28. As of the Petition Date, the Debtors do not owe Hunton any amounts for legal services rendered before the Petition Date. Before the Petition Date, the Debtors paid Hunton an aggregate amount of \$378,612.00, which amount was comprised of: (i) an advance payment retainer in the amount of \$250,000.00; and (ii) a prepayment for estimated court filing fees, including court filing fees attributable to the filing of voluntary petitions for each of the Debtors, in the amount of \$128,612.00. Before the Petition Date, Hunton invoiced the Debtors and the Debtors paid Hunton the aggregate amount of \$232,654.50 in fees for services performed and \$123,398.00 in expenses incurred, including preparation for the commencement of and filing of the Chapter 11 Cases. As of the Petition Date, Hunton holds \$22,559.50 on account.

D. Hunton's Disinterestedness

29. As set forth in the Davidson Declaration, Hunton has in the past represented, currently represents, and likely in the future will represent certain parties in interest in the Chapter 11 Cases, but only in matters wholly unrelated to the Debtors, the Chapter 11 Cases, and such entities' claims against or interests in the Debtors, unless otherwise noted in the Davidson Declaration.

30. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Davidson Declaration and in Schedule 2 of the Davidson Declaration, (i) Hunton

has no connection with any of the parties listed in Schedule 1 of the Davidson Declaration; (ii) Hunton is not a creditor, an equity security holder, or an insider of the Debtors; (iii) no Hunton attorneys are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors; and (iv) Hunton does not hold or represent any interest materially adverse to the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors or for any other reason.

31. Accordingly, Hunton (i) is a "disinterested person," as that phrase is defined in section 101(14) of the Bankruptcy Code (as modified by section 1107(b) of the Bankruptcy Code), as required by section 327(a) of the Bankruptcy Code and (ii) does not hold or represent an interest adverse to the Debtors' estates.

32. Hunton has informed the Debtors that, as set forth in the Davidson Declaration, (i) Hunton has no agreement with any other entity to share any compensation received concerning the representation of the Debtors; and (ii) unless otherwise disclosed therein, no employee of Hunton is related to any United States Bankruptcy Judge for the Southern District of Texas, any United States District Judge for the Southern District of Texas, the United States Trustee with supervision over the Southern District of Texas, or any employees of the Office of the United States Trustee for the Southern District of Texas.

33. The Debtors' knowledge, information and belief regarding certain of the matters set forth in this Application are based on and made in reliance upon the Davidson Declaration. The Debtors understand that Hunton 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 new relevant facts or relationships are discovered or arise, the Debtors understand that Hunton

will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

34. The Debtors submit that the retention and employment of Hunton on the terms and conditions set forth herein, in the Davidson Declaration, and the Engagement Letter are in the best interests of the Debtors, the Debtors' estates, their creditors, and all potential parties in interest. Hunton is well qualified to perform as bankruptcy co-counsel as described above, and the Debtors know of no reason why Hunton should not be retained as bankruptcy co-counsel for the Debtors in the Chapter 11 Cases.

NOTICE

35. Notice of the 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 Order, granting the relief requested in this Application and such other and further relief as may be just and proper.

Signed: September 19, 2025

Respectfully submitted,

/s/ Faisal Khan
Faisal Khan
General Counsel & Secretary
ModivCare Inc.

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

Declaration of Timothy A. (“Tad”) Davidson II

**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 TIMOTHY A. (“TAD”) DAVIDSON II IN SUPPORT OF THE
APPLICATION TO EMPLOY AND RETAIN HUNTON ANDREWS KURTH LLP AS
BANKRUPTCY CO-COUNSEL TO THE DEBTORS AND DEBTORS-IN-POSSESSION**

I, Timothy A. (“Tad”) Davidson II, hereby declare under penalty of perjury:

1. I am a partner of the law firm of Hunton Andrews Kurth LLP (“**Hunton**” or the “**Firm**”), an international law firm with approximately 950 lawyers in nineteen offices, domestic and abroad, including offices in Houston, Texas located at 600 Travis Street, Suite 4200, Houston, Texas 77002, and I am the lead attorney from Hunton working on the above-captioned Chapter 11 Cases.² I am an attorney-at-law, duly admitted and in good standing to practice in the State of Texas; the United States Courts of Appeals for the Fifth Circuit and Third Circuit; and the United States Bankruptcy Courts for the Southern District of Texas, the Northern District of Texas, the Eastern District of Texas, and the Western District of Texas. There are no disciplinary proceedings pending against me.

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

² Capitalized terms used but not defined herein have the meanings given to them in the Application (defined below).

2. I am fully familiar with the facts hereinafter stated, and am authorized to make this declaration (the “**Declaration**”) on behalf of Hunton. The information contained in this Declaration is of my own personal knowledge or derived from reviews performed by me or at my direction of the file in the Chapter 11 Cases, unless otherwise noted.

3. I submit this Declaration in support of the *Application of Debtors to Employ and Retain Hunton Andrews Kurth LLP as Bankruptcy Co-Counsel for the Debtors and Debtors-in-Possession* (the “**Application**”) and to provide certain disclosures under sections 327, 328, and 329(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “**Bankruptcy Code**”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), 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**”).

4. I have read and am fully familiar with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, and the Firm and I are sufficiently competent to handle whatever might be foreseeably expected of the Debtors’ bankruptcy co-counsel in the Chapter 11 Cases.

A. Hunton’s Disinterestedness

5. To the best of my knowledge, each of the partners, counsel, and associates of Hunton do not have any conflicts or other relationships that might cause Hunton not to be disinterested or to hold or represent an interest adverse to the Debtors.

6. Hunton and certain of its partners, counsel, and associates may have in the past represented, may currently represent, and likely in the future will represent parties-in-interest to the Debtors in connection with matters unrelated to the Debtors, the Chapter 11 Cases, or such entities claims against or interests in the Debtors.

7. Hunton obtained from the Debtors and their representatives the names of the individuals and entities that may be parties in interest in the Chapter 11 Cases, and such parties are listed on Schedule 1 attached hereto. Hunton has searched its electronic database for connections with the persons and entities on Schedule 1. Hunton maintains and systematically updates its conflicts check system in the regular course of business of the Firm, and it is the regular practice of the firm to make and maintain these records. The conflict check system maintained by Hunton is designed to include every matter on which the Firm is now or has been engaged, the entity for which the Firm is now or has been engaged, and, in each instance, the identity of related parties and adverse parties and the attorney in the Firm that is knowledgeable about the matter. It is the policy of Hunton that no new matter may be accepted or opened within the Firm without completing and submitting to those charged with maintaining the conflict check system information necessary to check each such matter for conflicts, including the identity of the prospective client, as well as related and adverse parties. Accordingly, the database is regularly updated for every new matter undertaken by Hunton.

8. A list of the parties-in-interest that Hunton submitted to its conflict database, under my direction and supervision, is attached hereto as Schedule 1. Such list includes, among others:

- Debtors;
- Non-Debtor Affiliates;
- Debtors' Previous Names, Predecessors, and Related Entities;
- Debtors' Restructuring and Other Significant Professionals;
- Debtors' Ordinary Course Professionals;
- Professionals for Other Major Stakeholders;
- Major Equity Holders;
- Current and Former Officers and Directors (Up to 3 Years);

- Trustees, Agents, Secured Lenders (Including Certain Bond Holders), and Potential Lienholders;
- Other Noteholders;
- Top 30 Unsecured Creditors;
- Major Suppliers and Vendors;
- Major Customers;
- Debtors' Banks;
- Insurance Parties;
- Surety Bond Issuers & Beneficiaries;
- Landlords;
- Utilities;
- United States Bankruptcy Judges for the Southern District of Texas (and Key Staff Members);
- United States Trustee for the Southern District of Texas (and Key Staff Members);
- Employee Insurance Program Administrators;
- Competitors;
- Adverse Parties in Litigation, Administrative Proceedings, and Other Legal or Regulatory Matters; and
- Government Authorities and Tax Collectors.

9. To the best of my knowledge, and except as may be disclosed in this Declaration and in Schedule 2, (i) Hunton has no connection with any of the parties listed in Schedule 1; (ii) Hunton is not a creditor, an equity security holder, or an insider of the Debtors; (iii) no Hunton attorneys are or were, within two years of the Petition Date, a director, officer, or employee of the Debtors; (iv) Hunton does not hold or represent any interest materially adverse to the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors or for any other reason.

10. Listed on Schedule 2 to this Declaration are the results of Hunton's connections searches.³ Based on the searches conducted to date and described herein, to the best of my knowledge, neither I, Hunton, nor any partner, counsel, or associate of the Firm, has any connection with the Debtors, their creditors, or any other parties-in-interest, except as disclosed or otherwise described herein. With respect to the connections disclosed on Schedule 2, all work performed for the Current and Former Firm Clients listed therein was on matters unrelated to the Debtors or the Chapter 11 Cases.

11. Pursuant to Bankruptcy Rule 2016(b), Hunton has not shared nor agreed to share (i) any compensation it has received or may receive with another party or person in connection with the Chapter 11 Cases, other than with the partners, counsel, associates and contract attorneys associated with Hunton, or (ii) any compensation another person or party has received or may receive in connection with the Chapter 11 Cases.

B. Compensation Received by Hunton from the Debtors

12. Hunton agrees to charge the Firm's standard hourly rates for work of this nature and for this type of matter, plus its customary reimbursements as charged to bankruptcy and non-bankruptcy clients. Hunton's current 2025 hourly rates for professionals and paraprofessionals range approximately as follows:

Position	2025 Hourly Rate Range
Partners	\$930 – \$2,055
Associates	\$450 – \$1,065
Paraprofessionals	\$295 – \$580

³ On Schedule 2, the term "Current Firm Client" means a client in an open matter to whom time was posted in the twelve (12) months before the Petition Date, and the term "Former Firm Client" means a client (other than a Current Firm Client) for whom time was posted within the thirty-six (36) months before the Petition Date. As a general matter, the Firm discloses connections with Former Firm Clients for whom time was posted in the last thirty-six (36) months, but does not disclose connections if time was billed more than thirty-six (36) months before the Petition Date.

13. As of the Petition Date, the Debtors do not owe Hunton any amounts for legal services rendered before the Petition Date. Before the Petition Date, the Debtors paid Hunton an aggregate amount of \$378,612.00, which amount was comprised of: (i) an advance payment retainer in the amount of \$250,000.00; and (ii) a prepayment for estimated court filing fees, including court filing fees attributable to the filing of voluntary petitions for each of the Debtors, in the amount of \$128,612.00. Before the Petition Date, Hunton invoiced the Debtors and the Debtors paid Hunton the aggregate amount of \$232,654.50 in fees for services performed and \$123,398.00 in expenses incurred, including preparation for the commencement of and filing of the Chapter 11 Cases. As of the Petition Date, Hunton holds \$22,559.50 on account.

C. Professional Compensation

14. Through the Application, the Debtors request entry of an order authorizing the employment and retention of Hunton as their attorneys, pursuant to section 327(a) of the Bankruptcy Code, on rates, terms, and conditions consistent with what Hunton normally charges non-chapter 11 debtors and for legal services with respect to similarly complex corporate, securities, and litigation matters.

15. Hunton intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with the Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, the UST Guidelines (defined below), and any other applicable procedures or orders of the Court.

16. The Debtors also have agreed to reimburse Hunton, subject to the Court's approval, for all actual out-of-pocket expenses incurred by Hunton on the Debtors' behalf. The Firm's disbursement policies pass through all out-of-pocket expenses at actual cost or at estimated actual costs when the actual cost is not readily ascertainable. Hunton will charge the Debtors for these

expenses in a manner and at rates consistent with charges made generally to other clients of Hunton. Hunton will make every effort to minimize expenses in the Chapter 11 Cases.

17. Hunton will maintain detailed, contemporaneous records of time and any actual and necessary expenses incurred in connection with the rendering of the legal services described by project category.

18. Hunton will submit interim and final applications for compensation in accordance with any interim compensation order entered in the Chapter 11 Cases, sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and any further order of the Court in the Chapter 11 Cases.

D. Statement Regarding U.S. Trustee Guidelines

19. Hunton intends to make a reasonable effort to comply with the U.S. Trustee's request for information and additional disclosures as set forth in Appendix B to the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "**UST Guidelines**"), which became effective on November 1, 2013, both in connection with this Application and any fee applications to be filed by Hunton in the Chapter 11 Cases.

20. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the UST Guidelines:

Question: Did Hunton agree to any variations from, or alternatives to, Hunton's standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the Hunton professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No.

Question: If you represented the Debtors in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If Hunton's billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: Hunton's billing rates and material financial terms for its prepetition engagement of the Debtors are set forth in the Engagement Letter. Hunton's billing rates and material financial terms for Hunton's representation of the Debtors have not changed postpetition.

Question: Have the Debtors approved Hunton's prospective budget and staffing plan, and, if so for what budget period?

Response: Hunton has not prepared a budget and staffing plan.

E. Specific Disclosures

21. Hunton discloses the following connections, each of which Hunton believes does not present an interest adverse to the Debtors:

- Joseph Buoni, partner at Hunton, served as a law clerk to the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas from 2009 to 2011.
- Ashley Harper, partner at Hunton, currently serves as a member on the Complex Case Committee for the United States Bankruptcy Court for the Southern District of Texas. She was first appointed in January 2020, and her current term expires June 30, 2026.
- Catherine Rankin and Kaleb Bailey, associates at Hunton, served as judicial externs to the Honorable Marvin Isgur of the United States Bankruptcy Court for the Southern District of Texas in the summer of 2016 and summer of 2021, respectively, while in law school.

22. Based on the foregoing and the search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (i) Hunton 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 does not hold or represent an interest adverse to the Debtors' estates, and (ii) Hunton has no connection to the Debtors, the Debtors' creditors, or other parties in interest, except as may be disclosed herein.

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

Dated: September 19, 2025.

/s/ Timothy A. ("Tad") Davidson II
Timothy A. ("Tad") Davidson II
Partner
Hunton Andrews Kurth LLP

SCHEDULE 1

Potential Parties in Interest¹

[See attached.]

¹ This list (and the categories contained herein) are for purposes of a conflicts check and should not be relied upon by any party as a list of creditors or for any other purpose. As listing a party once allows our conflicts specialists to run a check on such party, we have 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.

1. DEBTORS

MODIVCARE INC. (F/K/A THE PROVIDENCE CORPORATION)
A & B HOMECARE SOLUTIONS, L.L.C
A.E. MEDICAL ALERT, INC.
ABC HOMECARE LLC
ALL METRO AIDS, INC.
ALL METRO ASSOCIATE PAYROLL SERVICES CORPORATION
ALL METRO CGA PAYROLL SERVICES CORPORATION
ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION
ALL METRO HEALTH CARE SERVICES, INC.
ALL METRO HOME CARE SERVICES OF FLORIDA, INC.
ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC.
ALL METRO HOME CARE SERVICES OF NEW YORK, INC.
ALL METRO HOME CARE SERVICES, INC.
ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION
ALL METRO PAYROLL SERVICES CORPORATION
AM HOLDCO, INC.
AM INTERMEDIATE HOLDCO, INC.
ARSENS HOME CARE, INC.
ARU HOSPICE, INC.
ASSOCIATED HOME SERVICES, INC.
AT-HOME QUALITY CARE, LLC (F/K/A AT-HOME QUALITY CARE, INC.)
AUDITORY RESPONSE SYSTEMS, INC.
BARNEY'S MEDICAL ALERT-ERS, INC.
CALIFORNIA MEDTRANS NETWORK IPA LLC
CALIFORNIA MEDTRANS NETWORK MSO LLC
CARE FINDERS TOTAL CARE LLC
CAREGIVERS ALLIANCE, LLC
CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC
CAREGIVERS AMERICA MEDICAL STAFFING, LLC
CAREGIVERS AMERICA MEDICAL SUPPLY, LLC
CAREGIVERS AMERICA REGISTRY, LLC
CAREGIVERS AMERICA, LLC.

CAREGIVERS ON CALL, INC.
CGA HOLDCO, INC.
CGA STAFFING SERVICES, LLC
CIRCULATION, INC.
FLORIDA MEDTRANS NETWORK LLC
FLORIDA MEDTRANS NETWORK MSO LLC
GUARDIAN MEDICAL MONITORING, LLC
HEALTH TRANS, INC.
HEALTHCOM, INC.
HEALTHCOM HOLDINGS LLC
HELPING HAND HOME HEALTH CARE AGENCY INC
HELPING HAND HOSPICE INC.
HIGI CARE HOLDINGS, LLC
HIGI CARE, LLC
HIGI SH HOLDINGS INC.
HIGI SH LLC
INDEPENDENCE HEALTHCARE CORPORATION
METROPOLITAN MEDICAL TRANSPORTATION IPA, LLC
MLA SALES, LLC
MODIVCARE SOLUTIONS, LLC
MULTICULTURAL HOME CARE INC.
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 AY 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 AY 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

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.

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, N.A.
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.
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 FIANANCE
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, DIVISION 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
NORTHPARK 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 INVESTMENTS 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
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
ENERGY 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 REQUIPMENT 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
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

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

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

SCHEDULE 2**Parties in Interest Connections List¹**

Name of Entity Searched	Role²	Relationship with the Firm
Lyft Inc	Material Suppliers & Vendors	Current Firm Client
Barclays Bank PLC	Trustees, Agents, Secured Lenders (Including Certain Bondholders), and Other Potential Lienholders	Current Firm Client and Affiliate of Current Firm Client
JP Morgan Chase Bank, N.A.	Trustees, Agents, Secured Lenders (Including Certain Bondholders), and Other Potential Lienholders	Current Firm Client and Affiliate of Current Firm Clients
Wilmington Trust	Trustees, Agents, Secured Lenders (Including Certain Bondholders), and Other Potential Lienholders	Current Firm Client
Commonwealth of Virginia	Surety Bond Issuers & Beneficiaries	Current Firm Client
Commonwealth of Virginia Department of Medical Assistance Services	Major Customers	Current Firm Client
SiriusPoint America Insurance Company	Surety Bond Issuers & Beneficiaries	Current Firm Client
Virginia Department of Motor Vehicles	Surety Bond Issuers & Beneficiaries	Current Firm Client
CBIZ, Inc.	Employee Insurance Program Administrators	Former Firm Client and Affiliate of Former Firm Client
MetLife, Inc.	Employee Insurance Program Administrators	Affiliate of Current Firm Client and Affiliate of Former Firm Client
OptumRx, Inc.	Employee Insurance Program Administrators	Affiliate of Former Firm Client
The Cigna Group	Employee Insurance Program Administrators	Affiliate of Current Firm Client

¹ All work performed for the Current and Former Firm Clients listed here is on matters unrelated to the Debtors or the Chapter 11 Cases.

² Parties in Interest listed herein are only listed once to the extent such party is included in multiple categories on Schedule 1. Each category in which such party appears is listed in the "Role" column separated by a semi-colon.

Name of Entity Searched	Role²	Relationship with the Firm
UnitedHealth Group	Employee Insurance Program Administrators	Affiliate of Former Firm Client
Wellfleet Insurance Company	Employee Insurance Program Administrators	Affiliate of Current Firm Client and Affiliate of Former Firm Clients
Amazon Web Services, Inc.	Top 30 Unsecured Creditors	Affiliate of Current Firm Client
Lyft Healthcare Inc	Top 30 Unsecured Creditors	Affiliate of Current Firm Client
Randstad North America LP	Top 30 Unsecured Creditors	Affiliate of Former Firm Client
Ernst & Young US LLP	Debtors' Ordinary Course Professionals	Affiliate of Current Firm Client
Gibson, Dunn & Crutcher LLP	Debtors' Ordinary Course Professionals	Former Firm Client
KPMG LLP	Debtors' Ordinary Course Professionals	Current Firm Client
Littler Mendelson PC	Debtors' Ordinary Course Professionals	Former Firm Client
Nixon Peabody LLP	Debtors' Ordinary Course Professionals	Former Firm Client
Atmos Energy Corporation	Utilities	Current Firm Client
Con Edison Co of New York	Utilities	Current Firm Client and Affiliate of Current Firm Client
Entergy Utility Holding Company	Utilities	Affiliate of Current Firm Clients and Affiliate of Former Firm Client
FirstEnergy Corp	Utilities	Current Firm Client and Affiliate of Current Firm Clients
Florida Power and Light	Utilities	Current Firm Client and Affiliate of Current Firm Clients
Iron Mountain	Utilities	Current Firm Client and Affiliate of Current Firm Clients
Iron Mountain Incorporated	Utilities	Current Firm Client and Affiliate of Current Firm Clients

Name of Entity Searched	Role ²	Relationship with the Firm
Monongahela Power Co	Utilities	Current Firm Client and Affiliate of Current Firm Client
National Grid	Utilities	Former Firm Client and Affiliate of Current Firm Client
New Jersey-American Water Company	Utilities	Affiliate of Current Firm Client
Niagara Mohawk Power Corporation	Utilities	Current Firm Client
NJR Homes Services Company	Utilities	Current Firm Client and Affiliate of Current Firm Client
NYSEG	Utilities	Affiliate of Current Firm Client and Affiliate of Former Firm Client
PECO Energy Company	Utilities	Affiliate of Current Firm Clients
Pennsylvania American Water Company	Utilities	Affiliate of Current Firm Client
Pennsylvania Electric Company	Utilities	Affiliate of Current Firm Clients
PPL Electric Utilities Corporation	Utilities	Affiliate of Current Firm Clients
PSE&G Co	Utilities	Affiliate of Current Firm Client
Rochester Gas and Electric Corp	Utilities	Affiliate of Current Firm Client
Saft Ltd	Utilities	Affiliate of Current Firm Client
Stericycle Inc	Utilities	Affiliate of Current Firm Client
Texas Gas Service	Utilities	Affiliate of Current Firm Client
The Connecticut Light and Power Co	Utilities	Affiliate of Current Firm Client
The United Illuminating Company	Utilities	Affiliate of Current Firm Client
UGI Utilities Inc	Utilities	Affiliate of Current Firm Clients and Affiliate of Former Firm Client
The Vanguard Group, Inc.	Major Equity Holders	Current Firm Client

EXHIBIT B

Engagement Letter

[See attached.]



HUNTON ANDREWS KURTH LLP
600 TRAVIS STREET
SUITE 4200
HOUSTON, TX 77002

TEL 713-220-4200
FAX 713-220-4285

TAD DAVIDSON
DIRECT DIAL: 713-220-3810
EMAIL: taddavidson@hunton.com

FILE NO: 129214.0000001

August 11, 2025

PRIVILEGED AND CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION

ModivCare Inc. and the Affiliates (as defined below)
6900 E Layton Ave, # 1200
Denver, Colorado 80237

Attn: Faisal Khan
General Counsel

Engagement of Hunton Andrews Kurth LLP

Dear Mr. Khan

Hunton Andrews Kurth LLP (“Firm”) thanks you for the opportunity to represent ModivCare Inc. and the Affiliates¹ (collectively, “ModivCare” or the “Client”). This letter and the accompanying Standard Terms of Engagement will establish the terms of the Firm’s representation.

¹ The “Affiliates” are, collectively, A&B Homecare Solutions, L.L.C, A.E. Medical Alert, Inc., All Metro Associate Payroll Services Corporation, All Metro CGA Payroll Services Corporation, All Metro Health Care Services, Inc., All Metro Home Care Services of New York, Inc., All Metro Home Care Services, Inc., All Metro Management and Payroll Services Corporation, AM Holdco, Inc., AM Intermediate Holdco, Inc., At-Home Quality Care, LLC, Auditory Response Systems, Inc., Barney’s Medical Alert-ERS, Inc., California MedTrans Network IPA LLC, California MedTrans Network MSO LLC, Care Finders Total Care LLC, Caregivers America, LLC, CGA Goldco, Inc., Circulation, Inc., Florida MedTrans Network, LLC, Florida MedTrans Network MSO LLC, Guardian Medical Monitoring, LLC, Health Trans, Inc., Healthcom Holdings LLC, Healthcom, Inc., Helping Hand Home Health Care Agency Inc., Higi Care Holdings, LLC, Higi Care, LLC, Higi SH Holdings Inc., Higi SH LLC, Metropolitan Medical Transportation IPA, LLC, MLA Sales, LLC, ModivCare Solutions, LLC, Multicultural Home Care Inc., National MedTrans, LLC, New England Emergency Response Systems, Inc., OEP AM, 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., Secura Home Health, LLC, Socrates Health Holdings, LLC, TriMed, LLC, Union Home Care LLC, Valued Relationships, Inc., Victory Health Holdings, LLC, and VRI Intermediate Holdings, LLC.

HUNTON

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The Client

For purposes of this engagement, the Firm will represent the Client through duly authorized constituents of the Client. You will be the Firm's primary contact unless the Firm is notified otherwise in writing by the Client. By representing the Client, neither the Firm nor the individuals who act on its behalf represent any individual client contact, or any other constituent or affiliated persons or entities, such as parents, subsidiaries, affiliates, managers, members, portfolio companies, employees, officers, directors, shareholders, or partners of the Client, unless the Firm separately enters into a written engagement agreement with such other person or entity.

Scope of Engagement

The Firm has been asked by ModivCare to represent ModivCare in connection with its restructuring options (the "Matter"). We understand we are co-counsel with Latham & Watkins LLP for the Matter, and we will endeavor not to duplicate services. Please advise if this does not accurately reflect your understanding about the scope of the Firm's services to be provided to the Client. We will perform all services normally and reasonably associated with this type of engagement that are consistent with applicable law and professional rules. The Firm will provide legal representation only and will not provide business, investment, or accounting advice, even if related to the Matter.

Unless terminated earlier by the Firm or the Client, the Firm's representation on the Matter will conclude when the Firm completes the scope of engagement and not later than the date on which it sends its final invoice for services on the Matter. Whether upon completion of the Matter or termination of the representation by the Firm or the Client, the Firm will thereafter have no further obligation to monitor the interests, rights, or property of the Client or advise the Client with respect to the Matter or with respect to changes in the laws or regulations that could have an impact upon the interests, rights, property or liabilities of the Client relating to the Matter.

In the event that the Firm is asked to represent the Client in connection with new or additional matters or projects and the Firm agrees to do so after checking for conflicts of interest, this letter and the accompanying Standard Terms of Engagement will govern unless the Client and the Firm agree otherwise in writing.

Staffing, Fees, and Billing Arrangements

I will coordinate the legal services for the Firm's representation of the Client in the Matter. The ranges of hourly rates for the persons I expect to work with me on this Matter are noted below.

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The Firm may reasonably adjust these hourly rates periodically to reflect new market conditions and to recognize individual changes such as promotions, increased experience, and seniority:

Title	Range of Hourly Rates (2025)
Partners	\$1,100.00 - \$1,510.00
Associates	\$690.00 - \$995.00

The Firm's goal is to maintain continuity of the legal team; however, the Firm can make no guarantees against the potential for changes. I will consult with you should the Firm need to make changes in the senior legal team.

It is understood that the Client will pay the Firm for fees incurred based on the applicable hourly rates, as well as expenses reasonably incurred in connection with the Firm's representation in the Matter. The Firm will bill the Client for fees and expenses on a monthly basis and the Firm's invoices will be due and payable upon receipt.

The Firm requires that the Client pay the Firm an "evergreen" advance payment retainer in the amount of \$250,000.00 immediately upon signing this Engagement Letter. The Firm may, in its discretion, either hold the advance payment until completion of the Matter or apply it against any unpaid and overdue invoices from time to time. If the Firm applies any amounts to invoices, the Firm may request an additional advance deposit prior to conducting future work. Upon completion of the Firm's representation, any balance in the advance deposit will be returned to the Client after any outstanding fees and costs are paid.

Conflicts of Interest

The Firm depends on the Client to identify, now and as the representation progresses, persons or entities whose interests may be involved, at issue in or affected by this representation, including parties that may be adverse to the Client. As the Firm is requested to expand the scope of this Matter with respect to advice and actions regarding third parties, the Firm will conduct a further search of its database for such third parties.

The Firm has conducted an initial search of its database. Based on the information provided, the Firm has discovered no conflicts and knows of no other interests, including those of the Firm or its lawyers, that will materially and adversely affect the Firm's ability to exercise independent professional judgment for the Client in this representation.

Other Client Representations and Potential Future Conflicts

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As a large, international law firm with many offices and lawyers, the Firm represents, and in the future will represent, many other clients. Some clients may be direct competitors of the Client or otherwise may have business or legal interests that are contrary to the interests of the Client. Professional rules applicable to lawyers define conflicts of interest for lawyers and set forth circumstances in which client consent is needed to engage in a legal representation against or involving another current or past Firm client. Those circumstances can vary by jurisdiction.

We are accepting this engagement with the mutual understanding that our representation of the Client will not preclude my Firm from accepting an engagement from a new or existing client, including, but not limited to, transactions, litigation or other matters that involve, and may be adverse to the Client. However, we will not accept an engagement that is directly adverse to the Client if the matter is substantially related to the subject matter of the Firm's representation of the Client or would impair the confidentiality of proprietary, sensitive or otherwise confidential information communications made to us by the Client. It is understood that firm attorneys representing the Client will not represent other clients adverse to the Client while the Client is an active client of the Firm.

In other words, we request that the Client confirm that (1) no engagement that we have undertaken or may undertake on behalf of the Client will be asserted by the Client either as a conflict of interest with respect to, or as a basis to preclude, challenge or otherwise disqualify the Firm from, any current or future representation of any client in any matter, including without limitation any representations in negotiations, transactions, counseling or litigation adverse to the Client, as long as that other matter is not substantially related to any of the Firm's engagements on behalf of the Client, (2) the Client hereby waives any conflict of interest that exists or might be asserted to exist and any other basis that might be asserted to preclude, challenge or otherwise disqualify the Firm in any representation of any other client with respect to any such matter, (3) the Client has been advised by the Firm, and has had the opportunity to consult with other counsel, with respect to the terms and conditions of these provisions and its prospective waiver, (4) the Client's consent to these provisions is both voluntary and fully informed, and (5) the Client intends for its consent to be effective and fully enforceable, and to be relied upon by the Firm. Please indicate your agreement to this understanding by signing this letter below.

The Client may wish to consult with other counsel with respect to giving this prospective consent.

Communications

Unless you tell us otherwise, we will send all correspondence and statements for services related to this representation to you. We will depend on you to let us know if the Client is not receiving

HUNTON

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information or responses in a timely manner. We understand unless advised otherwise that we may communicate concerning this matter by fax, cell phone, e-mail, or letter. As additional protection for e-mail communications, the firm can work with you to encrypt e-mail messages using TLS/SSL and/or opportunistic TLS protocols. If you wish to pursue this option, please let us know in writing.

Sarbanes-Oxley Compliance

The Sarbanes-Oxley Act of 2002 and related regulations prescribe "minimum standards of professional conduct" for attorneys who, among other forms of legal representation, provide advice regarding the U.S. securities laws to companies whose securities trade in the public markets. The Firm is committed to full compliance with these standards and, to that end, has adopted a Compliance Policy to which all attorneys at our firm are subject. The Firm's Compliance Policy is attached.

Texas State Bar Disclosure

The State Bar of Texas requires that we disclose the following information to our clients:

The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.

Complete Terms of Engagement

This letter and the attached Standard Terms of Engagement constitute the entire terms of the Firm's engagement with the Client. The terms may not be amended except in a mutually agreed writing.

The Firm will not be bound by outside counsel policies, billing policies or other client-generated terms as an amendment to this engagement agreement, unless and until accepted in writing by the Firm.

The Firm asks that the Client sign and return this letter in the space provided below with an advance payment of \$250,000.00. Nevertheless, the Client may indicate agreement to these terms by instructing the Firm to begin work on this matter.

We appreciate the opportunity to represent ModivCare.

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ModivCare
August 11, 2025
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Very truly yours,


A handwritten signature in blue ink, appearing to read "Tad Davidson", with a stylized flourish at the end.

Tad Davidson

HUNTON

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Agreed by or with authority on behalf of ModivCare Inc. and the Affiliates

Signed by:

Signature: _____
6AEF4FBDBFEB437...

Printed Name: Faisal Khan

Full Title: General Counsel & Secretary

City and State: _____

Date: _____
August 11, 2025

Enclosures:

Hunton Andrews Kurth LLP "Standard Terms of Engagement"
Sarbanes-Oxley Policy

HUNTON ANDREWS KURTH LLP

STANDARD TERMS OF ENGAGEMENT

FEES. Unless we agree in the engagement letter to alternate fee arrangements, we will bill for our services at the firm's applicable published hourly rates in effect at the time we render the services. Those rates are based on the fair value for the services we render after taking into consideration many factors, including but not limited to: the complexity or novelty of the work performed; the seniority, experience, practice area and location of the lawyers, paralegals or law clerks performing the work; the time period within which the work is required to be completed; the likelihood that the engagement will preclude our acceptance of other employment; the number of hours required to perform the work; the nature and length of our professional relationship with the client; the results obtained; and the fees charged for similar services in the relevant geographic or subject matter market. We have established hourly rates (using the foregoing factors) for lawyers, paralegals, law clerks, and other staff timekeepers. We adjust those base rates periodically, in light of the factors enumerated above, as well as cost of living and market considerations.

BILLS AND STATEMENTS. Unless other arrangements are made, we render monthly bills for fees, expenses and charges. We typically prepare bills for each legal matter we handle. We may also send a monthly statement of account, which details any unpaid bills.

PAYMENT. Our bills are due and payable upon receipt. Failure to pay bills promptly may result in temporary or permanent cessation of service. Payment of bills should be made in U.S. dollars or other agreed upon foreign currency, by wire transfer or in checks or drafts payable to Hunton Andrews Kurth LLP. Please note the date and identification number of the bill being paid, and return the remittance copy of our bill with your payment.

If our bills are not paid within 30 days of the invoice date the client agrees to pay an interest charge on outstanding balances at an interest rate of one and one-half percent (1.5%) per month, or the maximum interest rate allowed by law, whichever is less, from the date due until paid. The client agrees to pay such interest on the outstanding balance in addition to the balance of fees and expenses due.

In the event the client fails to pay when due all amounts owed us, we will have the right to retain settlement proceeds received on behalf of client or recover the outstanding balance of fees and expenses and interest, as provided above, and all attorneys' fees incurred to collect these amounts. Such attorneys' fees will include payment for the time and expenses of any firm lawyers incurred in collection effort as well as fees and expenses of any outside counsel hired to collect the amounts due.

RESPONSES TO AUDITORS' INQUIRIES. We are frequently asked to provide information to auditing firms regarding legal matters of our clients. We respond to those inquiries with the same level of care and professionalism that we use to handle the client's other legal work and will charge for these services at the same rates. When an auditing firm requests information on the client's behalf, that request will be deemed to be the client's consent for us to disclose that information to that firm.

DISBURSEMENTS AND CHARGES. In addition to payment of our fees, the client agrees to pay expenses incurred by us in connection with the representation. Such expenses may include long distance telephone calls, photocopying charges, travel expenses, couriers, filing fees, costs of subpoenas and depositions, and other costs and expenses advanced on our client's behalf. We manage our own telephone network, printing and document duplication services. We generally use our in-house printing and document duplicating services rather than third party services, due to timing and confidentiality concerns, unless the client requests otherwise. We set our charges for these services based upon our fully burdened cost of providing them to the client.

Before proceeding to incur expenses from an outside vendor in excess of \$1,500, we will seek your approval. We do not intend to make any profit on such expenses, and we will pass them on to you based as closely on our costs as possible. We may, however, receive certain benefits from having incurred certain costs, such as benefits accorded in connection with travel expenditures (i.e., frequent flyer points). Those benefits will be retained by the firm or the individual to whom they were awarded without credit to the client.

In certain instances, we may employ the services of affiliated entities on behalf of our clients. Cognicion LLC is a wholly-owned subsidiary of Hunton Andrews Kurth LLP. The work performed by Cognicion LLC on behalf of the firm's clients is billed at competitive rates that may not reflect our cost. When engaged, Cognicion LLC services will appear as a disbursement on client bills. The same applies to services rendered by other entities affiliated with Hunton Andrews Kurth such as Turnstone Investigative Services.

TRAVEL. We generally record the time spent traveling while performing work in furtherance of the client's engagement. Time spent in travel on behalf of one client while working on a matter for another client, will be billed to the other client; we do not double-bill time. We book air travel at coach rates unless otherwise previously approved by the client or unless the air travel is transoceanic or overnight, in which case we generally book business or comparable class. Bookings for travel arrangements are generally made through an in-house travel service, and the expenses charged to the client for travel include a transaction fee for each booking. Discounts applicable to particular travel purchases may be available through use of this in-house travel service and we pass them on to the client in our charges.

TERMS OF ENGAGEMENT. The client or Hunton Andrews Kurth may terminate the representation for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event we terminate the engagement, we will take such steps as are reasonably practicable to protect the client's interests in this matter, and, if the client so requests, we will suggest possible successor counsel and provide such counsel with material the client has provided us.

Upon the termination of our engagement, the client will pay within 30 days for all services rendered and disbursements and other charges paid or incurred in connection with our engagement. If the client terminates our engagement or if Hunton Andrews Kurth terminates the engagement in accordance with the following paragraph, the client will also pay our fees and expenses in connection with any transition of the client's work to successor counsel.

If the client fails to honor the terms of the engagement, to cooperate, or to follow our advice on a material matter that would or could, in our view, render our continued representation unlawful or unethical, Hunton Andrews Kurth may withdraw from the representation. If we elect to withdraw, the client will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents or pleadings necessary to complete our withdrawal.

Unless previously terminated or other arrangements are made, Hunton Andrews Kurth's representation will terminate upon our sending the client our final invoice for services rendered. Unless we agree otherwise, we will have no continuing obligation to advise the client with respect to future legal developments once this matter concludes.

RECORD RETENTION. We will maintain necessary documents relating to this matter in our client files. If we receive no guidance from the client, we will employ the following procedure when a matter concludes:

1. Upon closure of the matter, any original documents that the client has provided to us will be returned.
2. Upon expiration of our normal retention period for this kind of matter, we will notify the client by mail at the client's last known address that the retention period has run, and seek the client's guidance on disposition of the file.
3. If we receive a response from the client within 30 days, we will follow the client's instructions for disposition of the file. If those instructions require substantial handling of the file, or continued retention of it, we will charge our normal fees for such procedures.
4. If we do not receive a response from the client within the 30-day period, the file will be destroyed pursuant to our normal procedure.

At the conclusion of a matter, it is the client's obligation to tell us which, if any, documents in our files that it wishes to receive. Electronic records relating to this matter will be made available to the client, if requested, and to the extent they are still easily accessible

**Sarbanes-Oxley Act of 2002
Compliance Policy for Hunton Andrews Kurth**

- Application of Policy

All firm attorneys are subject to this compliance policy regardless of team or practice area.

- Reporting Procedure

- Any partner who becomes aware of credible evidence that a material violation of federal or state securities laws or a breach of fiduciary duty arising under federal or state law or similar violation arising under federal or state law (a “Material Violation”) by a client subject to the reporting requirements of the Securities Exchange Act of 1934 (a “public client”) or any agent thereof has occurred, is ongoing, or is about to occur, must report such evidence to the Responsible Partner for the public client. The Responsible Partner shall be the coordinating lawyer for the client, unless otherwise designated by the Managing Partner or the Executive Committee.
- An associate who becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must report such evidence to his or her supervising attorney on the matter or to the Responsible Partner and document the report in writing. Once the associate has reported such evidence of the Material Violation to his or her supervising attorney or the Responsible Partner and completed the related documentation, he or she has no further obligations with respect thereto. The supervising attorney who receives a report of a Material Violation must then report the evidence of the Material Violation to the Responsible Partner and document the report in writing with a copy to the Review Committee (as described below).
- The Responsible Partner who receives a report of a Material Violation from another attorney at the firm must review the report and make recommendations in writing to the Review Committee. A Responsible Partner who independently becomes aware of credible evidence that a Material Violation has occurred, is ongoing, or is about to occur, must make a written report of the Material Violation to the Review Committee.
- The Review Committee will consist of at least twelve members, including partners, from both the transactional and litigation practice groups, plus the Managing Partner and the firm’s General Counsel, and will administer the firm’s compliance policy. The Review Committee, acting with at least three members (including at least one member of each of the transactional and litigation practice groups) will determine whether the firm should

report evidence of a Material Violation to the chief legal officer (the “CLO”) or the CLO and the chief executive officer (the “CEO”) (or directly to the full board or a committee thereof) of the affected public client. The Review Committee should document in writing its reasons for all determinations. No Responsible Partner should report evidence of a Material Violation to a client without the approval of the report by the Review Committee.

- If the Review Committee so determines, the Responsible Partner (and only the Responsible Partner) should deliver evidence of a Material Violation to the CLO or to the CLO and CEO of the affected public client in a written report approved by the Review Committee and document in writing the response from the public client. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.
 - The Review Committee, acting with at least three members, will determine whether the firm should report the evidence of a Material Violation to the full board of the affected public client or a committee thereof. The Review Committee should document in writing the reasons for its determination. If the Review Committee so determines, the Responsible Partner should deliver evidence of a Material Violation to the board of the affected public client or the appropriate committee thereof in a written report approved by the Review Committee. If the Responsible Partner does not receive a response that the Responsible Partner considers appropriate, he or she should consult with the Review Committee.
- Implementation of Policy
 - The firm shall require all attorneys to participate in training sessions with respect to the reporting requirements and procedures, including the role of the Review Committee.
 - The Review Committee shall meet regularly to assess the effectiveness of the firm’s reporting procedures and make regular reports to the Executive Committee.

**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 HUNTON ANDREWS KURTH LLP AS BANKRUPTCY
CO-COUNSEL FOR THE DEBTORS AND DEBTORS-IN-POSSESSION**

[Relates to Docket No.]

Upon the application (the “*Application*”)² of the Debtors for an order (this “*Order*”) authorizing the Debtors to employ and retain Hunton Andrews Kurth LLP (“*Hunton*”) as their bankruptcy co-counsel; and the Court having reviewed the Application and the Davidson Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and it appearing that Hunton does not hold or represent any

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

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

interest materially adverse to the Debtors' estates and is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

ORDERED THAT:

1. The Debtors are authorized to retain and employ Hunton as their bankruptcy co-counsel in accordance with the terms and conditions set forth in the Application and in the Engagement Letter attached to the Application, as modified by this Order.

2. Hunton shall apply for compensation for professional services rendered and reimbursement of expenses and be compensated in accordance with the applicable procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and further orders of this Court for all services performed and expenses incurred on or after the Petition Date. For billing purposes, Hunton will record its time in one-tenth (1/10) hour increments.

3. Hunton shall file a notice on the Court's docket regarding any increases in the rates set forth in the Application not less than 10 days prior to the effectiveness of such increases unless such increases are already disclosed in the Application and Engagement Letter. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code.

4. Hunton shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Hunton 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.

5. Hunton will 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, Hunton will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Fed. R. Bankr. P. 2014(a).

6. Notwithstanding anything to the contrary in the Application, the Engagement Letter, or the Davidson Declaration attached to the Application, any provisions allowing the reimbursement of fees and expenses incurred in connection with participating in, preparing for, or responding to any action, claim, suit, or proceeding brought by or against any party that relates to the legal services provided under the Engagement Letter and fees for defending any objection to Hunton's fee applications under the Bankruptcy Code are not approved absent further order of the Court.

7. Hunton shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

8. To the extent that there may be any inconsistency between the terms of the Application, the Davidson Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

9. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be effective and enforceable immediately upon its entry.

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

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

Signed: _____

UNITED STATES BANKRUPTCY JUDGE