

**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 FOR ENTRY OF AN ORDER
(A) AUTHORIZING THE DEBTORS TO (I) EMPLOY AND RETAIN
FTI CONSULTING, INC. AS FINANCIAL ADVISOR, (II) DESIGNATE
CHAD J. SHANDLER TO SERVE AS CHIEF TRANSFORMATION OFFICER,
AND (III) PROVIDE ADDITIONAL PERSONNEL FOR THE DEBTORS
EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF**

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, and pursuant to sections 327(a), 328(a), and 1107 of title 11 of the United States Code (the “*Bankruptcy Code*”), rules 2014(a) and 2016 of the Federal Rules of

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.



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**”), the Debtors seek entry of an order (the “**Proposed Order**”), substantially in the form attached hereto, (a) authorizing the Debtors to (i) employ and retain FTI Consulting, Inc. (“**FTI**”) as financial advisor and to provide the Debtors with a Chief Transformation Officer (the “**CTO**”) as well as additional supportive staff to assist the CTO (“**Hourly Temporary Staff**”) and (ii) designate Chad J. Shandler as the Debtors’ CTO (together with the Hourly Temporary Staff, collectively the “**FTI Professionals**”) pursuant to the terms of the engagement letter by and among the Debtors and FTI, dated as of January 1, 2025 (the “**Engagement Letter**”),² effective as of the Petition Date (as defined below) and (b) granting related relief.³ In support of this Application, the Debtors rely upon the *Declaration of Chad J. Shandler in Support of the Application of Debtors for Entry of an Order (A) Authorizing the Debtors to (I) Employ and Retain FTI Consulting, Inc. as Financial Advisor, (II) Designate Chad J. Shandler to Serve as Chief Transformation Officer, and (III) Provide Additional Personnel for the Debtors Effective as of the Petition Date; and (B) Granting Related Relief* (the “**Shandler Declaration**”), a copy of which is 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 Motion under 28 U.S.C. § 1334. This is a core

² The Engagement Letter amends, restates, supersedes, and replaces the Initial Engagement Letter (defined herein).

³ A copy of the Engagement Letter is attached to the Shandler Declaration (as defined below) as **Exhibit 1** and incorporated herein by reference. Further, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Engagement Letter.

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. Venue is proper under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

3. 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.

4. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules and Rule 1015-1 of the Bankruptcy Local Rules.

5. 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].

6. 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].

7. ModivCare is a technology-based healthcare services company that helps people (especially those in vulnerable situations) get the care and support they need. The Company works with government and private health insurance plans, as well as individuals, to provide: (a) transportation to and from medical appointments (non-emergency medical transportation totaling over 36 million rides per year); (b) in-home personal care (*e.g.*, helping with daily activities); (c) remote monitoring of patients’ health from home; and (d) community health kiosks and wellness programs. ModivCare employs approximately 23,675 people and operates across 48 states and the District of Columbia, including Texas, with corporate offices in Denver, Colorado.

ModivCare's goal is to make it easier for patients to get care, remove barriers that keep people from staying healthy, and improve overall health outcomes.

8. As described in the First Day Declaration, the Debtors are party to that certain Restructuring Support Agreement (the "**RSA**") with certain creditors who collectively hold approximately 90% of the First Lien Claims and approximately 70% of the Second Lien Claims. Pursuant to the RSA, the consenting creditors have agreed to provide \$100 million in debtor-in-possession financing to fund the Chapter 11 Cases and support the comprehensive restructuring transactions set forth in the term sheet attached to the RSA (the "**RSA Term Sheet**"). The RSA Term Sheet contemplates, among other things: (a) the equitization of approximately \$871 million in First Lien Claims and approximately \$316 million in Second Lien Claims; (b) the commitment of the consenting creditors to provide exit financing through the Exit Term Loan Facility; (c) the reorganized Debtors' entry into an exit revolving credit facility to support ongoing operations; and (d) the discharge of the Unsecured Notes Claims and General Unsecured Claims; with holders of such claims entitled to participate in an equity rights offering of up to \$200 million, subject to the terms of the RSA. In total, the transactions contemplated by the RSA Term Sheet are expected to reduce the Debtors' funded debt obligations by approximately \$1.1 billion.

FTI'S AND MR. SHANDLER'S QUALIFICATIONS

9. The Debtors understand that FTI has a wealth of experience in providing interim management services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors throughout the United States.

10. FTI professionals have provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to these Chapter 11 Cases. FTI has provided financial and/or crisis management services in numerous large cases in this district. *See, e.g., In re Wolfspeed, Inc.*, Case No 25-90163 (CML) (Bankr. S.D.

Tex. Aug. 21, 2025) [Docket No. 230]; *In re Ascend Performance Materials Holdings Inc.*, Case No. 25-90127 (CML) (Bankr. S.D. Tex. June 12, 2025) [Docket No. 462]; *In re DocuData Solutions, L.C.*, Case No. 25-90023 (CML) (Bankr. S.D. Tex. May 16, 2025) [Docket No. 695]; *In re Cutera, Inc.*, Case No. 25-90088 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 195]; *In re MLN US HoldCo LLC*, Case No. 25-90090 (CML) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 221]; *In re Jervois Texas, LLC*, Case No. 25-90002 (CML) (Bankr. S.D. Tex. Mar. 6, 2025) [Docket No. 164]; *In re The Container Store Group, Inc.*, Case No. 24-90627 (ARP) (Bankr. S.D. Tex. Jan. 28, 2025) [Docket No. 197]; *In re Mobileum, Inc.*, Case No. 24-90414 (CML) (Bankr. S.D. Tex. Aug. 26, 2024) [Docket No. 166]; *In re SmileDirectClub, Inc.*, Case No. 23-90786 (CML) (S.D. Tex. Nov. 29, 2023) [Docket No. 397]; *In re Diebold Holding Company, LLC*, Case No. 23-90602 (MI) (S.D. Tex. July 18, 2023) [Docket No. 267]; *In re National Cinemedia, LLC*, Case No. 23-90291 (MI) (S.D. Tex. June 6, 2023) [Docket No. 298]; *In re Serta Simmons Bedding, LLC*, Case No. 23-90020 (DRJ) (S.D. Tex. Mar. 6, 2023) [Docket No. 421]; *In re Cypress Environmental Partners, L.P.*, Case No. 22-90039 (MI) (S.D. Tex. July 12, 2022) [Docket No. 289]; *CEC Entertainment, Inc.*, Case No. 20-33163 (MI) (S.D. Tex. Aug. 14, 2020) [Docket No. 581]; and *Monitronics International, Inc.*, Case No. 19-33650 (DRJ) (S.D. Tex. Aug. 5, 2019) [Docket No. 182].

11. In addition, Chad J. Shandler, a Senior Managing Director at FTI and the proposed CTO for the Debtors, has more than thirty (30) years of experience in corporate finance, restructuring, and serving in executive management roles, including in providing financial advisory and interim and crisis management and to lead the restructuring and/or business transformation efforts of companies. Mr. Shandler's relevant experience includes working on numerous complex restructurings, including, but not limited to, Steward Health Care, Prospect

Healthcare, Northwest Senior Housing Corporation, Tarrant County Senior Living Centre, Inc., Neighbors Health, CUE Health, Amsterdam House Continuing Care Retirement Community, Dowling College, and Beverly Community Hospital.

12. Furthermore, having been engaged and working with the Debtors for over nine months (since November 2025), Mr. Shandler, who has served as the Debtors' CTO since on or about January 8, 2025, also has developed an in-depth understanding of the Debtors, their financial history, business operations, the circumstances that led to the commencement of the Chapter 11 Cases, as well as the Debtors' financial affairs, capital structure, operations, and related matters.

13. Accordingly, Mr. Shandler has significant relevant experience regarding the Debtors that will assist him in providing effective and efficient services in the Chapter 11 Cases.

14. The FTI Professionals who will work on this matter have substantial expertise in the areas discussed herein and, if approved, will provide services to the Debtors in accordance with the Engagement Letter and applicable Court orders. The FTI Professionals will work closely with the Debtors' management, including the CTO, and professionals throughout the reorganization process. By virtue of the expertise of its restructuring personnel, FTI is well-qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

15. For the reasons set forth herein, the Debtors submit that the designation of Chad J. Shandler as the CTO and the retention of FTI (including the Hourly Temporary Staff) on the terms and conditions set forth in the Engagement Letter and herein are necessary and appropriate, in the best interests of the Debtors' estates, and all parties in interest, and should be granted in all respects.

SERVICES TO BE RENDERED

16. Pursuant to that certain engagement agreement entered into between FTI and the Debtors, dated as of November 29, 2024 and effective as of December 5, 2024 (the "*Initial Engagement Letter*"), in November 2024, FTI commenced work for the Debtors in connection

with potential strategic alternatives to address the Debtors' liquidity and operational challenges. FTI and the Debtors then entered into the Engagement Letter,⁴ dated as of January 1, 2025 and effective on or about January 8, 2025, pursuant to which FTI agreed to provide the Debtors with interim management services through the designation of Chad J. Shandler as the Debtors' CTO, reporting directly to the Board of Directors of ModivCare Inc. (the "**Board**"). Generally, the CTO, the FTI Professionals, and FTI will perform activities and services to assist the Debtors throughout the chapter 11 process.

17. Working collaboratively with the Debtors' senior management team and other professionals, Mr. Shandler and the FTI Professionals will assist the Debtors in evaluating and implementing strategic and tactical options through the Chapter 11 Cases. In addition to the ordinary course duties of the CTO, FTI Professionals may provide the following services:

A. Restructuring Advisory Services

- Coordinate the activities of the Debtors' advisory team and advise the Debtors and the Board (and any committees thereof) on the Debtors' restructuring activities;
- Assist the Debtors in preparing for and operating as a debtor in possession in a case under chapter 11 of title 11 of the United States Bankruptcy Code;
- Manage the day-to-day activities of the restructuring;
- Support the Debtors, counsel and other professionals in restructuring negotiations and communications with the Debtors' stakeholders;
- Assist the Debtors and counsel in the preparation of any required financial disclosures and reporting requirements including, but not limited to, the preparation of schedules of assets and liabilities, statement of financial affairs, monthly operating reports or any other similar period reports, and any necessary or required financial disclosures in connection with any debtor in possession financing, disclosure statement and/or chapter 11 plan;
- Assist with claims reconciliation and objections;
- If needed, provide testimony supporting the Debtors' first day motions, petitions, plan of reorganization, and other as the circumstances warrant;

⁴ As noted above, the Engagement Letter amends, restates, supersedes, and replaces the Initial Engagement Letter.

- Assist the Debtors with and participate in its initial debtor interview and the meeting of creditors, as needed; and
- Other chapter 11 related services as may be reasonably requested by the Debtors and counsel, and are customary in this type of engagement.

B. Financial Forecasting, Analysis and Related Support

- Work with Debtors' management in maintaining and refining a 13-week cash flow forecast and prepare cash flow budget to actual variance analysis as needed;
- Work with Debtors' management in the alignment of the cash flow forecast with current budget and longer-term business plan;
- Support Debtors' management in maintaining a recurring reporting cadence update to the cash forecast and improve the cash flow forecast and liquidity planning process, as applicable;
- Maintain the Debtors' debtor-in-possession ("**DIP**") forecast and support the Debtors in presenting the forecast and handling inquiries related to the forecast with internal and external stakeholders;
- Assist the Debtors in managing, tracking, and reporting DIP forecast post chapter 11 filing.
- Work with management in the development of the Debtors' multi-year business plan including the most recent operating performance, the current operating budget and the long-term forecast;
- Assist the Debtors in the preparation of the financial projections in support of the plan of reorganization;
- Assist the Debtors in the preparation of a liquidation analysis in support of the plan of reorganization;
- Review historical financial results, including trends in key operating metrics, revenue, gross profit, operating expenses, EBITDA and capital spending;
- Support in-flight and/or planned cost and strategic initiatives (expected benefit, timing, and cost to achieve) and ensure alignment with financial model;
- Work with Debtors' management in developing appropriate sensitivity analyses around the business plan and cash flow projections based on risk factors identified in diligence process;
- Develop and review presentation materials, financial analyses, management reports; operating reports and other information; and
- Support Debtors' management, and the other advisors with analyses and information as may be required.

C. Communications Support

- Develop comprehensive communications strategy and materials across all major stakeholder audiences (including timeline of activities and responsibilities,

messaging, Q&A, letters, talking points, etc.);

- Build media relations plan and conduct outreach proactively and reactively on behalf of or in concert with the Debtors;
- Lead training sessions for stakeholder-facing employees in the days leading up to a filing in order to equip them for messaging and communications rollout;
- Build and maintain digital assets, including dedicated restructuring microsite, social media posts, and infographics;
- Liaise with claims agent to ensure escalation protocols are clear, call center is equipped, and materials are aligned;
- Assess the Debtors' current government facing functions, the division of labor and level and intensity of engagement with government customers as between executive leadership, government affairs, communications, and product staff and contracted lobbyists;
- Develop and, when completed, implement advocacy plans in Tier 1 and Tier 2 states (those with current, pending or in protest procurements);
- Create a proposed organizational model for the going forward public affairs functions including a RASCI outlining roles and responsibilities as between executive leadership, government affairs, communications, and product staff and contracted lobbyists; and
- Support protest efforts.

D. Other

- Perform other services that may be reasonably requested and are customary in this type of engagement.

18. In addition to the scope of work detailed above, FTI is available to assist in all aspects of a restructuring including the development or substantial update of the long-term business plan, should the Debtors request these services of FTI.

NO DUPLICATION OF SERVICES

19. FTI understands that the Debtors may retain additional professionals during the term of its engagement. FTI will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by the FTI Professionals and FTI are intended to complement, not duplicate, the services to be rendered by any other professional retained in the Chapter 11 Cases. The Debtors and FTI are

mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

TERMS OF RETENTION

20. FTI's decision to accept this engagement is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Engagement Letter (the "***Fee and Expense Structure***").

21. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, the Debtors may retain FTI on reasonable terms and conditions. The terms and conditions set forth in the Engagement Letter, which are similar to the terms and conditions FTI offers to similar clients for similar services, are reasonable.

22. For the services rendered by Mr. Shandler, in his capacity as the Debtors' CTO, the Debtors will pay FTI a monthly, non-refundable advisory fee of \$150,000 (the "***Monthly CTO Fee***"). For the services rendered by FTI's Hourly Temporary Staff through and including September 30, 2025, FTI will seek compensation based on its current standard hourly rates, which, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Senior Managing Directors	\$1,185 - \$1,525
Directors / Senior Directors / Managing Directors	\$890 - \$1,155
Consultants/Senior Consultants	\$485 - \$820
Administrative / Paraprofessionals	\$190 - \$385

23. Beginning October 1, 2025, for the services rendered by FTI's Hourly Temporary Staff, FTI will seek compensation based on the following standard hourly rates, which will also be subject to periodic adjustments:

Title	Hourly Rate
Senior Managing Directors	\$1,270 - \$1,580
Directors / Senior Directors / Managing Directors	\$940 - \$1,195
Consultants/Senior Consultants	\$535 - \$850
Administrative / Paraprofessionals	\$195 - \$395

24. In addition to the Monthly CTO Fee and the above-referenced hourly rates applicable to the Hourly Temporary Staff, the Debtors have agreed to pay FTI a completion fee of \$750,000, which is fully earned and payable upon the conclusion or termination of the CTO's role in the Chapter 11 Cases (the "***Completion Fee***").

25. FTI reviews and revises its billing rates periodically. FTI has agreed to provide ten (10) days' notice to the Debtors, the Office of the United States Trustee for the Southern District of Texas (the "***U.S. Trustee***"), and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in this Application or the Engagement Letter are charged to the Debtors.

26. FTI's Hourly Temporary Staff will maintain records in support of any fees in one-tenth (0.10) of an hour increments. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of the Debtors. FTI's applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by this Court.

27. To the extent FTI uses the services of independent contractors or subcontractors (the "***Contractors***") in the Chapter 11 Cases, FTI shall (a) pass through the cost of such Contractors to the Debtors at the same rate that FTI pays the Contractors, (b) seek reimbursement for actual costs only, (c) ensure that the Contractors are subject to the same conflict checks as required for FTI, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

28. In addition to compensation for professional services rendered by FTI Professionals, FTI will seek reimbursement for reasonable, necessary, and documented out-of-pocket expenses incurred in connection with the Chapter 11 Cases, including transportation costs, lodging, meals, postage, vendor charges, delivery services, and other expenses incurred in providing professional services.

29. The Debtors understand that FTI intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with Chapter 11 Cases consistent with the Fee and Expense Structure, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of this Court. The U.S. Trustee will retain the right to object to the compensation to be paid to FTI pursuant to the Engagement Letter based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

30. To the best of the Debtors' knowledge, there is no agreement or understanding between FTI and any nonaffiliated person or entity for sharing compensation received, or to be received, for services rendered in connection with the Chapter 11 Cases. The Fee and Expense Structure is consistent with, and typical of compensation arrangements entered into by, FTI and other comparable firms that render similar services under similar circumstances. The Debtors believe that the Fee and Expense Structure is reasonable, market-based, and designed to compensate FTI fairly for its work and to cover fixed and routine overhead expenses.

31. Thus, the Debtors submit that the Fee and Expense Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

32. Pursuant to the Engagement Letter, the Debtors paid \$640,759.58 to FTI, which FTI holds “on account” to be applied to FTI’s professional fees, charges, and disbursements (including estimates of the foregoing) for the term of the Engagement Letter (the “*Cash on Account*”). According to FTI’s books and records, during the ninety (90) days before the Petition Date, the Debtors paid FTI \$7,382,069.00 in the aggregate for professional services performed and expenses incurred, including the Cash on Account and advanced payments. The Debtors do not owe FTI any sums for prepetition services.

FTI’S DISINTERESTEDNESS

33. To the best of the Debtors’ knowledge, information, and belief, and except to the extent disclosed herein and in the Shandler Declaration, FTI (a) is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, or other parties in interest, or the attorneys or accountants of the foregoing, or the U.S. Trustee or any person employed by the U.S. Trustee; and (c) does not hold any interest adverse to the Debtors’ estates.

34. As set forth in further detail in the Shandler Declaration, FTI has certain connections with creditors, equity security holders, and other parties in interest in the Chapter 11 Cases. All of these matters, however, are unrelated to the Chapter 11 Cases. FTI does not believe that any of these matters represent an interest materially adverse to the Debtors’ estates or otherwise create a conflict of interest regarding the Debtors or these Chapter 11 Cases.

35. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of FTI’s retention are discovered or arise, FTI will file a supplemental declaration pursuant to Bankruptcy Rule 2014.

INDEMNIFICATION

36. The Engagement Letter contains standard indemnification language with respect to FTI's services including an agreement by the Debtors to indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons, as well as Mr. Shandler (each an "***FTI Party***") from and against all claims, losses, expenses, and damages arising out of or in connection with the engagement of FTI that is the subject of the Engagement Letter.

37. The indemnification provisions contained in the Engagement Letter (the "***Indemnification Provisions***") are customary and reasonable for FTI and comparable firms providing financial advisory services. The terms and conditions of the Indemnification Provisions were negotiated by the Debtors and FTI at arm's-length and in good faith. The Indemnification Provisions, viewed in conjunction with the other terms of FTI's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require FTI's services to successfully reorganize.

38. Notwithstanding the foregoing, FTI understands that the Indemnification Provisions shall apply only to FTI employees not serving in executive officer positions and that the indemnification of any persons serving as executive officers shall be on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers insurance policy. The indemnification terms herein supersede and replace any provision of the Engagement Letter related to the indemnification of any executive officers, including the applicable provisions of Section 6 of the Standard Terms and Conditions of the Engagement Letter.

39. The Debtors request that, with respect to FTI and any persons not serving in executive officer positions, the Court approve the Indemnification Provisions, subject during the pendency of the Chapter 11 Cases to the following modifications:

- a. Subject to the provisions of subparagraphs (b) and (c) below, and except with respect to any officers provided by FTI to the Debtors, the Debtors are authorized to indemnify, and shall indemnify, FTI for any claims arising from, related to, or in connection with the services to be provided by FTI as specified in this Application, but not for any claim arising from, related to, or in connection with FTI's performance of any other services other than those in connection with the engagement, unless such services and indemnification therefor are approved by the Court;
- b. The Debtors shall not have any obligation to indemnify FTI for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from FTI's gross negligence, willful misconduct, bad faith, or fraud, unless the Court determines that indemnification would be permissible pursuant to applicable law, or (ii) settled prior to a judicial determination as to FTI's gross negligence, willful misconduct, bad faith, or fraud, but determined by the Court, after notice and a hearing, to be a claim or expense for which FTI is not entitled to receive indemnity; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, FTI believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Application, including, without limitation, the advancement of defense costs, FTI must file an application in the Court, and the Debtors may not pay any such amounts to FTI before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by FTI for indemnification, and not as a provision limiting the duration of the Debtors' obligation to indemnify FTI. All parties in interest shall retain the right to object to any demand by FTI for indemnification.

BASIS FOR RELIEF

40. In consideration of the size and complexity of their businesses, the Debtors seek to engage FTI to provide Mr. Shandler to serve as the Debtors' CTO and to provide the FTI Hourly Temporary Staff, effective as of the Petition Date, under section 327(a) of the Bankruptcy Code,

which provides that a debtor 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 carrying out the [Debtor’s] duties under this title.” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.”

41. The Debtors seek approval of the Fee and Expense Structure and the Engagement Letter pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a). Section 328 of the Bankruptcy Code permits the compensation of professionals, including consultants, on flexible terms that reflect the nature of their services and market conditions. As the United States Court of Appeals for the Fifth Circuit recognized in *In re Nat’l Gypsum Co.*, 123 F.3d 861, 862 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

123 F.3d at 862 (footnote omitted).

42. Bankruptcy Rule 2014 requires that an application for retention include “specific facts showing:

- (A) the need for the employment;
- (B) the name of the person to be employed;
- (C) the reasons for the selection;
- (D) the professional services to be rendered;
- (E) any proposed arrangement for compensation; and
- (F) to the best of the applicant's knowledge, all the person's connections with:
 - the debtor;
 - creditors;
 - any other party in interest;
 - their respective attorneys and accountants;
 - the United States trustee; and
 - any person employed in the United States trustee's office.”

Fed. R. Bankr. P. 2014(a)(2).

43. The Fee and Expense Structure in the Engagement Letter sets forth reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee and Expense Structure adequately reflects (a) the nature of the services to be provided by FTI and (b) fee and expense structures and indemnification provisions typically utilized by FTI and other leading financial advisory and consulting firms. In addition, FTI is “disinterested” and all of its fees and expenses are subject to approval of the Court in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and further orders of the Court.

44. The retention of FTI and the services of Mr. Shandler as CTO are in the best interests of the Debtors and their estates and is a sound exercise of the Debtors’ business judgment. Mr. Shandler has extensive experience working with many companies undertaking restructuring efforts, and the FTI Professionals are well-qualified and equipped to assist the Debtors. In providing prepetition services to the Debtors, FTI gained invaluable experience, expertise, and specifically relevant knowledge regarding the Debtors’ businesses that will assist it in providing

effective and efficient services to the Debtors during the pendency of the Chapter 11 Cases. Accordingly, the retention of FTI on the terms set forth herein and in the Engagement Letter is in the best interests of all parties in interest.

45. This Application is filed within thirty days of the Petition Date and, pursuant to Bankruptcy Local Rule 2014-1 and paragraph 47 of the Complex Case Procedures, this Application is deemed contemporaneous with the Petition Date and, therefore, entitled to relief effective as of the Petition Date. *See* Bankr. L. R. 2014-1(b)(1) (“If an application for approval of the employment of a professional is made within 30 days of the commencement of that professional’s provision of services, it is deemed contemporaneous.”); Complex Case Procedures ¶ 47.

NOTICE

46. Notice of this Motion will be served on: (a) the Office of the United States Trustee for the Southern District of Texas; (b) Paul Hastings LLP, as counsel to the First Lien Agent and the Consenting Creditors; (c) counsel to the DIP Lenders; (d) counsel to the trustee under the Second Lien Notes Indenture; (e) the creditors listed on the Debtors’ consolidated list of 30 creditors holding the largest unsecured claims; (f) the United States Attorney for the Southern District of Texas; (g) the Internal Revenue Service; (h) the Securities and Exchange Commission; (i) the state attorneys general for states in which the Debtors conduct business; (j) counsel to the Creditors’ Committee; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, under the circumstances, no other or further notice is required.

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

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order granting the relief requested in this Application and such other and further relief as 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

Shandler Declaration

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

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

**DECLARATION OF CHAD J. SHANDLER
IN SUPPORT OF THE APPLICATION OF DEBTORS FOR ENTRY
OF AN ORDER (A) AUTHORIZING THE DEBTORS TO (I) EMPLOY AND
RETAIN FTI CONSULTING, INC. AS FINANCIAL ADVISOR, (II) DESIGNATE
CHAD J. SHANDLER TO SERVE AS CHIEF TRANSFORMATION OFFICER,
AND (III) PROVIDE ADDITIONAL PERSONNEL FOR DEBTORS
EFFECTIVE AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF**

Pursuant to 28 U.S.C. § 1746, Chad J. Shandler declares as follows:

1. I am a Senior Managing Director with FTI Consulting, Inc. (“*FTI*”), which has a place of business at 1166 6th Avenue, 15th Floor, New York, New York 10036, among other locations.

2. I submit this declaration on behalf of FTI in support of the *Application of Debtors for Entry of an Order (A) Authorizing the Debtors to (I) Employ and Retain FTI Consulting, Inc., as Financial Advisor, (II) Designate Chad J. Shandler as Chief Transformation Officer, and (III) Provide Additional Personnel for Debtors Effective as of the Petition Date; and (B) Granting*

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.

Related Relief (the “*Application*”).² Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

FTI’s Qualifications and Proposed Retention

3. FTI has a wealth of experience in providing interim management services and enjoys an excellent reputation for services it has rendered in large and complex chapter 11 cases on behalf of debtors throughout the United States.

4. FTI professionals have provided strategic advice to debtors, creditors, bondholders, investors, and other entities in numerous chapter 11 cases of similar size and complexity to the Chapter 11 Cases. FTI has provided financial and/or crisis management services in numerous large cases in this district. *See, e.g., In re Wolfspeed, Inc.*, Case No 25-90163 (CML) (Bankr. S.D. Tex. Aug. 21, 2025) [Docket No. 230]; *In re Ascend Performance Materials Holdings Inc.*, Case No. 25-90127 (CML) (Bankr. S.D. Tex. June 12, 2025) [Docket No. 462]; *In re DocuData Solutions, L.C.*, Case No. 25-90023 (CML) (Bankr. S.D. Tex. May 16, 2025) [Docket No. 695]; *In re Cutera, Inc.*, Case No. 25-90088 (ARP) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 195]; *In re MLN US HoldCo LLC*, Case No. 25-90090 (CML) (Bankr. S.D. Tex. Apr. 8, 2025) [Docket No. 221]; *In re Jervois Texas, LLC*, Case No. 25-90002 (CML) (Bankr. S.D. Tex. Mar. 6, 2025) [Docket No. 164]; *In re The Container Store Group, Inc.*, Case No. 24-90627 (ARP) (Bankr. S.D. Tex. Jan. 28, 2025) [Docket No. 197]; *In re Mobileum, Inc.*, Case No. 24-90414 (CML) (Bankr. S.D. Tex. Aug. 26, 2024) [Docket No. 166]; *In re SmileDirectClub, Inc.*, Case No. 23-90786 (CML) (S.D. Tex. Nov. 29, 2023) [Docket No. 397]; *In re Diebold Holding Company, LLC*, Case No. 23-90602 (MI) (S.D. Tex. July 18, 2023) [Docket No. 267]; *In re National Cinemedia, LLC*,

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

Case No. 23- 90291 (MI) (S.D. Tex. June 6, 2023) [Docket No. 298]; *In re Serta Simmons Bedding, LLC*, Case No. 23-90020 (DRJ) (S.D. Tex. Mar. 6, 2023) [Docket No. 421]; *In re Cypress Environmental Partners, L.P.*, Case No. 22-90039 (MI) (S.D. Tex. July 12, 2022) [Docket No. 289]; *CEC Entertainment, Inc.*, Case No. 20-33163 (MI) (S.D. Tex. Aug. 14, 2020) [Docket No. 581]; and *Monitronics International, Inc.*, Case No. 19-33650 (DRJ) (S.D. Tex. Aug. 5, 2019) [Docket No. 182].

5. I will act as the CTO for the Debtors during the Chapter 11 Cases and have already been serving in such capacity since January 2025. I am a Senior Managing Director at FTI and have more than thirty (30) years of experience in corporate finance, restructuring, and serving in executive management roles, including in providing financial advisory and interim and crisis management and to lead the restructuring and/or business transformation efforts of companies. My relevant experience includes working on numerous complex restructurings, including, but not limited to, Steward Health Care, Prospect Healthcare, Northwest Senior Housing Corporation, Tarrant County Senior Living Centre, Inc., Neighbors Health, CUE Health, Amsterdam House Continuing Care Retirement Community, Dowling College, and Beverly Community Hospital. Having worked with the Debtors since November 2024, I also have developed an in-depth understanding of the Debtors' financial history, business operations, and the industry in which the Debtors operate. Accordingly, I have significant relevant experience regarding the Debtors that will assist me in providing effective and efficient services to the Debtors in the Chapter 11 Cases.

6. In addition, the FTI Professionals have substantial expertise in the areas discussed above, and, if approved, will provide services to the Debtors in accordance with the Engagement Letter and applicable orders of the Court. The FTI Professionals will work closely with me, the Debtors' management, and professionals throughout the reorganization process. By virtue of the

expertise of its restructuring personnel, FTI is well qualified to provide services to and represent the Debtors' interests in the Chapter 11 Cases.

7. Pursuant to that certain engagement agreement entered into between FTI and the Debtors, dated as of November 29, 2024 and effective as of December 5, 2024 (the “**Initial Engagement Letter**”), in November 2024, FTI commenced work for the Debtors in connection with potential strategic alternatives to address the Debtors' liquidity and operational challenges. FTI and the Debtors then entered into the Engagement Letter,³ dated as of January 1, 2025 and effective on or about January 8, 2025, pursuant to which FTI agreed to provide the Debtors with interim management services through the designation of myself as the Debtors' CTO, where I report directly to the Board of Directors of ModivCare Inc. (the “**Board**”). Generally, the FTI Professionals, FTI, and I will perform activities and services to assist the Debtors throughout the chapter 11 process. Working collaboratively with the Debtors' senior management team and other professionals, I will assist the Debtors in evaluating and implementing strategic and tactical options through the restructuring process. Accordingly, FTI has experience, expertise, and specifically relevant knowledge regarding the Debtors that will assist it in providing effective and efficient services to the Debtors.

Services to be Rendered

8. As the Debtors' CTO, I will lead the engagement while reporting to the Board, and FTI's Hourly Temporary Staff will report to me and perform additional services, as described below, to assist the Debtors throughout the Chapter 11 process. In addition to the

³ As noted in the Application, the Engagement Letter amends, restates, supersedes, and replaces the Initial Engagement Letter.

ordinary course of duties of the CTO, the FTI Professionals may work with the Debtors to do the following, among others:

A. Restructuring Advisory Services

- Coordinate the activities of the Debtors' advisory team and advise the Debtors Coordinate the activities of the Debtors' advisory team and advise the Debtors and the Board (and any committees thereof) on the Debtors' restructuring activities;
- Assist the Debtors in preparing for and operating as a debtor in possession in a case under chapter 11 of title 11 of the United States Bankruptcy Code;
- Manage the day-to-day activities of the restructuring;
- Support the Debtors, counsel and other professionals in restructuring negotiations and communications with the Debtors' stakeholders;
- Assist the Debtors and counsel in the preparation of any required financial disclosures and reporting requirements including, but not limited to, the preparation of schedules of assets and liabilities, statement of financial affairs, monthly operating reports or any other similar period reports, and any necessary or required financial disclosures in connection with any debtor in possession financing, disclosure statement and/or chapter 11 plan;
- Assist with claims reconciliation and objections;
- If needed, provide testimony supporting the Debtors' first day motions, petitions, plan of reorganization, and other as the circumstances warrant;
- Assist the Debtors with and participate in its initial debtor interview and the meeting of creditors, as needed; and
- Other chapter 11 related services as may be reasonably requested by the Debtors and counsel, and are customary in this type of engagement.

B. Financial Forecasting, Analysis and Related Support

- Work with Debtors' management in maintaining and refining a 13-week cash flow forecast and prepare cash flow budget to actual variance analysis as needed;
- Work with Debtors' management in the alignment of the cash flow forecast with current budget and longer-term business plan;
- Support Debtors' management in maintaining a recurring reporting cadence update to the cash forecast and improve the cash flow forecast and liquidity planning process, as applicable;
- Maintain the Debtors' debtor-in-possession ("**DIP**") forecast and support the Debtors in presenting the forecast and handling inquiries related to the forecast with internal and external stakeholders;
- Assist the Debtors in managing, tracking, and reporting DIP forecast post chapter

11 filing.

- Work with management in the development of the Debtors' multi-year business plan including the most recent operating performance, the current operating budget and the long-term forecast;
- Assist the Debtors in the preparation of the financial projections in support of the plan of reorganization;
- Assist the Debtors in the preparation of a liquidation analysis in support of the plan of reorganization;
- Review historical financial results, including trends in key operating metrics, revenue, gross profit, operating expenses, EBITDA and capital spending;
- Support in-flight and/or planned cost and strategic initiatives (expected benefit, timing, and cost to achieve) and ensure alignment with financial model;
- Work with Debtors' management in developing appropriate sensitivity analyses around the business plan and cash flow projections based on risk factors identified in diligence process;
- Develop and review presentation materials, financial analyses, management reports; operating reports and other information; and
- Support Debtors' management, and the other advisors with analyses and information as may be required.

C. Communications Support

- Develop comprehensive communications strategy and materials across all major stakeholder audiences (including timeline of activities and responsibilities, messaging, Q&A, letters, talking points, etc.);
- Build media relations plan and conduct outreach proactively and reactively on behalf of or in concert with the Debtors;
- Lead training sessions for stakeholder-facing employees in the days leading up to a filing in order to equip them for messaging and communications rollout;
- Build and maintain digital assets, including dedicated restructuring microsite, social media posts, and infographics;
- Liaise with claims agent to ensure escalation protocols are clear, call center is equipped, and materials are aligned;
- Assess the Debtors' current government facing functions, the division of labor and level and intensity of engagement with government customers as between executive leadership, government affairs, communications, and product staff and contracted lobbyists;
- Develop and, when completed, implement advocacy plans in Tier 1 and Tier 2 states (those with current, pending or in protest procurements);
- Create a proposed organizational model for the going forward public affairs

functions including a RASCI outlining roles and responsibilities as between executive leadership, government affairs, communications, and product staff and contracted lobbyists; and

- Support protest efforts.

D. Other

- Perform other services that may be reasonably requested and are customary in this type of engagement.

No Duplication of Services

9. FTI understands that the Debtors may retain additional professionals during the term of its engagement and will work cooperatively with such professionals to integrate any respective work conducted by the professionals on behalf of the Debtors. The services provided by myself and FTI will complement, and not duplicate, the services to be rendered by any other professional retained in these Chapter 11 Cases. The Debtors and FTI are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

Terms of Retention

10. FTI's decision to accept this engagement is conditioned upon its ability to be retained in accordance with its customary terms and conditions of employment, compensated for its services, and reimbursed for the out-of-pocket expenses it incurs in accordance with its customary billing practices, as set forth in the Engagement Letter (the "*Fee and Expense Structure*").

11. The terms and conditions set forth in the Engagement Letter, which are similar to the terms and conditions FTI offers to similar clients for similar services, are reasonable.

12. The Monthly CTO Fee, to be paid monthly in the amount of \$150,000, represents FTI's payment for the services I will provide as the Debtors' CTO. Payment for the services provided by FTI's Hourly Temporary Staff through and including September 30, 2025 will be

based on FTI's current standard hourly rates, which, subject to periodic adjustments, are as follows:

Title	Hourly Rate
Senior Managing Directors	\$1,185 - \$1,525
Directors / Senior Directors / Managing Directors	\$890 - \$1,155
Consultants/Senior Consultants	\$485 - \$820
Administrative / Paraprofessionals	\$190 - \$385

Beginning October 1, 2025, for the services rendered by FTI's Hourly Temporary Staff, FTI will seek compensation based on the following standard hourly rates, which will also be subject to periodic adjustments:

Title	Hourly Rate
Senior Managing Directors	\$1,270 - \$1,580
Directors / Senior Directors / Managing Directors	\$940 - \$1,195
Consultants/Senior Consultants	\$535 - \$850
Administrative / Paraprofessionals	\$195 - \$395

13. In addition to the Monthly CTO Fee and the above-referenced hourly rates applicable to FTI's Hourly Temporary Staff, the Debtors have agreed to pay FTI the Completion Fee upon the conclusion or termination of my role in the Chapter 11 Cases as CTO. FTI reviews and revises its billing rates periodically. FTI has agreed to provide ten (10) days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in the Application or the Engagement Letter are charged to the Debtors.

14. FTI's Hourly Temporary Staff will maintain records in support of any fees in one-tenth (0.10) of an hour increments. Records will be arranged by category and nature of the services rendered and will include reasonably detailed descriptions of those services provided on behalf of

the Debtors. FTI's applications for compensation of fees and reimbursement of expenses will be paid by the Debtors pursuant to the terms of the Engagement Letter and any procedures established by this Court.

15. To the extent FTI uses the services of independent contractors or subcontractors (the "**Contractors**") in the Chapter 11 Cases, FTI shall (a) pass through the cost of such Contractors to the Debtors at the same rate that FTI pays the Contractors, (b) seek reimbursement for actual costs only, (c) ensure that the Contractors are subject to the same conflict checks as required for FTI, and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

16. In addition to compensation for professional services rendered by FTI Professionals, FTI will seek reimbursement for reasonable, necessary, and documented out-of-pocket expenses incurred in connection with the Chapter 11 Cases, including transportation costs, lodging, meals, postage, vendor charges, delivery services, and other expenses incurred in providing professional services.

17. FTI intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases consistent with the Fee and Expense Structure, subject to Court approval and in compliance with applicable provisions of the Bankruptcy Code, including sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of this Court.

18. To the best of my knowledge, there is no agreement or understanding between FTI and any nonaffiliated person or entity for sharing compensation received, or to be received, for services rendered in connection with the Chapter 11 Cases. The Fee and Expense Structure is consistent with, and typical of compensation arrangements entered into by, FTI and other comparable firms that render similar services under similar circumstances. For these reasons, I

believe that the Fee and Expense Structure is fair and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

19. Pursuant to the Engagement Letter, the Debtors paid \$640,759.58 to FTI, which FTI holds “on account” to be applied to FTI’s professional fees, charges, and disbursements (including estimates of the foregoing) for the term of the Engagement Letter (the “**Cash on Account**”). According to FTI’s books and records, during the ninety days before the Petition Date, the Debtors paid FTI \$7,382,069.00 in the aggregate for professional services performed and expenses incurred, including the Cash on Account and advanced payments. I understand that the Debtors do not owe FTI any sums for prepetition services.

Indemnification

20. The Engagement Letter contains standard indemnification language with respect to FTI’s services including an agreement by the Debtors to indemnify FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons, as well as Mr. Shandler (each an “**FTI Party**”) from and against all claims, losses, expenses, and damages arising out of or in connection with the engagement of FTI that is the subject of the Engagement Letter.

21. The indemnification provisions contained in the Engagement Letter (the “**Indemnification Provisions**”) are customary and reasonable for FTI and comparable firms providing financial advisory services. I understand that the terms and conditions of the Indemnification Provisions were negotiated by the Debtors and FTI at arm’s length and in good faith. In my view, the Indemnification Provisions, viewed in conjunction with the other terms of FTI’s proposed retention, are reasonable and in the best interests of the Debtors, their estates, and creditors in light of the fact that the Debtors require FTI’s services to successfully reorganize.

22. Notwithstanding the foregoing, I understand that the Indemnification Provisions shall apply only to such FTI employees not serving in executive officer positions and that the indemnification of any persons serving as executive officers shall be on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers insurance policy. The indemnification terms in the Application supersede and replace any provision of the Engagement Letter related to the indemnification of any executive officers, including the applicable provisions of Section 6 of the Standard Terms and Conditions of the Engagement Letter.

23. I believe that with respect to any persons not serving in executive officer positions, FTI requests that this Court approve the Indemnification Provisions as set forth in the Engagement Letter, subject during the pendency of the Debtors' Chapter 11 Cases to the following modifications:

- a. Subject to the provisions of subparagraphs (b) and (c) below and except with respect to any officers provided by FTI to the Debtors, the Debtors are authorized to indemnify, and shall indemnify, FTI for any claims arising from, related to, or in connection with the services to be provided by FTI as specified in the Application, but not for any claim arising from, related to, or in connection with FTI's performance of any other services other than those in connection with the engagement, unless such services and indemnification therefor are approved by the Court;
- b. The Debtors shall not have any obligation to indemnify FTI for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from FTI's gross negligence, willful misconduct, bad faith, or fraud, unless the Court determines that indemnification would be permissible pursuant to applicable law, or (ii) settled prior to a judicial determination as to FTI's gross negligence, willful misconduct, bad faith, or fraud, but determined by the Court, after notice and a hearing, to be a claim or expense for which FTI is not entitled to receive indemnity; and
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing the Chapter 11 Cases, FTI believes that it is entitled to the payment of any amounts by the Debtors

on account of the Debtors' indemnification obligations under the Application, including, without limitation, the advancement of defense costs, FTI must file an application in the Court, and the Debtors may not pay any such amounts to FTI before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by FTI for indemnification, and not as a provision limiting the duration of the Debtors' obligation to indemnify FTI. All parties in interest shall retain the right to object to any demand by FTI for indemnification.

24. I believe that the Indemnification Provisions contained in the Engagement Letter (as modified in the Application and the Proposed Order) viewed in conjunction with the other terms of FTI's proposed retention, are reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require FTI's services to successfully reorganize. For these reasons, I ask the Court to approve the Indemnification Provisions as modified in the Proposed Order.

FTI's Disinterestedness

25. In connection with the preparation of this Declaration, FTI conducted a review of its contacts with the Debtors, their affiliates, and certain entities holding large claims against or interests in the Debtors that were made reasonably known to FTI. A listing of the parties reviewed is reflected on **Schedule 1** to this Declaration. FTI's review, completed under my supervision, consisted of a query of the Schedule 1 parties within an internal computer database⁴ containing names of individuals and entities that are present or recent former clients of FTI. A summary of such relationships that FTI identified during this process is set forth on **Schedule 2** to this Declaration.

26. Based on the results of its review, FTI does not have a relationship with any of the parties on **Schedule 1** in matters related to the Debtors or the Chapter 11 Cases. FTI has provided

⁴ For the avoidance of doubt, FTI's computer database covers FTI Consulting, Inc. and its wholly-owned subsidiaries globally.

and could reasonably be expected to continue to provide services unrelated to the Chapter 11 Cases for the various entities shown on Schedule 2. FTI's assistance to these parties has been related to providing various financial restructuring, litigation support, technology, strategic communications, and economic consulting services. To the best of my knowledge and except as otherwise disclosed herein, no services have been provided to these parties in interest that involve their rights in the Chapter 11 Cases, nor does FTI's involvement in the Chapter 11 Cases compromise its ability to continue such consulting services.

27. In addition to the disclosures set forth on Schedule 2, FTI discloses the following

- The mother of FTI Consultant, Jacob Baltaytis, has been retained by Wakefern Food Corporation, an alleged contract counterparty and creditor of the Debtors, in connection with the Debtors' Chapter 11 Cases. Mr. Baltaytis is one of the FTI Professionals providing services to the Debtors in the Chapter 11 Cases. Mr. Baltaytis has been counseled to not discuss any aspect of the Debtors, the Chapter 11 Cases, and the services FTI is providing to the Debtors in the Chapter 11 Cases and he has confirmed that he will abide by those restrictions.
- Pursuant to that certain G&A Advisory Services Agreement dated as of February 12, 2025 (the "G&A Engagement Letter"), FTI provided performance improvement and business transformation services to the Debtors through separate personnel from the FTI Professionals. The services provided under the G&A Engagement Letter are unrelated to the Chapter 11 Cases and FTI is not owed any prepetition amounts relating to the G&A Engagement Letter.⁵ FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.
- Pursuant to that certain Services Agreement dated as of January 15, 2025 (the "Flexstaff Services Agreement"), FTI provided personnel on a temporary basis to work under the Debtors' direction to augment their regular accounts receivable follow-up workforce and provide personnel for user acceptance testing through separate personnel from the FTI Professionals. The services provided under the Flex Services Agreement are unrelated to the Chapter 11 Cases and FTI is not owed any prepetition amounts relating to the Flex Services Agreement. FTI believes that this engagement does not (x) compromise its ability to provide services to the

⁵ The Debtors intend to file a motion to establish procedures relating to the retention and compensation of professionals utilized in the ordinary course of business. For full disclosure, the Debtors intend to include the specific FTI affiliates that provide services under the Flexstaff Services Agreement (as defined herein).

Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.

- Since October 2023, FTI Consulting Technology LLC ("FTI Technology"), a wholly-owned subsidiary of FTI, has been engaged by Instant Transportation, LLC, to provide a managed services environment in RelativityOne, an eDiscovery platform, in connection with litigation captioned *Instant Transportation v. Circulation, Inc.*, No. 21-cv-150 B (Mass. Super. Ct.). Although FTI Technology is still providing the RelativityOne environment in connection with this engagement, no FTI Technology (or FTI) personnel have provided any services related to this engagement since August 2024. FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.
- Prior to the Petition Date, FTI provided data integrity cleanup and reporting and operational improvement of revenue cycle management services to the Debtors (the "RCM Services"). This engagement has concluded and the RCM Services are unrelated to the Chapter 11 Cases. FTI is not owed any prepetition amounts relating to the RCM Services. FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.
- From November 2021 through August 2023, FTI provided interim CFO support for Debtor ModivCare Inc.'s ("ModivCare") acquisition of Debtor Care Finders Total Care LLC. More specifically, former FTI employee Vanessa-Lauren Massie acted as interim CFO and FTI provided hourly temporary staff. This engagement has concluded and is unrelated to the Chapter 11 Cases. FTI is not owed any prepetition amounts arising from this engagement. FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.
- From February 2022 through May 2023, FTI provided Michael Heise to serve as ModivCare's interim vice president of revenue cycle. This engagement has concluded and is unrelated to the Chapter 11 Cases. FTI is not owed any prepetition amounts arising from this engagement. FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.
- From December 2022 through May 2025, FTI Technology provided data collection, processing, hosting services to ModivCare in connection with an internal investigation and subsequent arbitration adverse to its former CEO. FTI Technology also presented evidence at the arbitration. This engagement has concluded and is unrelated to the Chapter 11 Cases. FTI Technology is not owed any prepetition amounts arising from this engagement. FTI believes that this engagement does not (x) compromise its ability to provide services to the Debtors

in the Chapter 11 Cases or (y) represent an adverse interest with respect to the Debtors' estates.

28. As part of its diverse practices, FTI appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in the Chapter 11 Cases. Also, FTI has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, FTI has in the past, may currently, and will likely in the future be working with or against other professionals involved in the Chapter 11 Cases in matters unrelated to the Debtors and these cases. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests adverse to the Debtors in matters upon which FTI is to be employed and none are in connection with the Chapter 11 Cases.

29. FTI is not a "creditor" of any of the Debtors within the meaning of section 101(1) of the Bankruptcy Code. Further, neither I, FTI, nor any other of the FTI Professionals serving the Debtors, to the best of my knowledge, (a) is a creditor, equity security holder, or insider of any of the Debtors, (b) except with respect to the prepetition CTO role described herein, is or has been within two years before the Petition Date, a director, officer, or employee of any of the Debtors, or (c) has any interest materially adverse to the interest of 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. As such, to the best of my knowledge and based upon the results of the relationship search described above and disclosed herein, FTI (y) is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and (z) neither holds

nor represents an interest adverse to the Debtors or their estates. Therefore, FTI believes that it is eligible to represent the Debtors under section 327(a) of the Bankruptcy Code.

30. It is FTI's policy and intent to update and expand its ongoing relationship search for additional parties in interest in an expedient manner. If any new material relevant facts or relationships are discovered or arise, FTI will file a supplemental declaration pursuant to Bankruptcy Rule 2014.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: September 19, 2025

FTI CONSULTING, INC.

/s/ Chad J. Shandler

Chad J. Shandler
Senior Managing Director

Exhibit 1

Engagement Letter



Chad J. Shandler
FTI Consulting, Inc.
1166 Avenue of the Americas
15th Floor
New York, New York 10036
212 841 9349

PRIVATE & CONFIDENTIAL

January 1, 2025

Scott Kern
Vice President, Corporate Development
ModivCare, Inc.
6900 E. Layton Avenue, 12th Floor
Denver, CO 80237

Re: ModivCare Interim Management

Dear Mr. Kern:

This letter confirms that we, FTI Consulting, Inc. (“FTI”), have been retained by you, ModivCare, Inc. (the “Client” or the “Company”), to provide certain temporary employees to the Client for transformation implementation and financial advisory services (the “Services”) in connection with the Company’s operational improvements, strategic planning, and related implementation. This letter of engagement (the “Engagement Letter”) and the related Standard Terms and Conditions attached hereto as Exhibit “A” constitute the engagement contract (the “Engagement Contract”) pursuant to which the Services will be provided (the provision of such Services, the “Engagement”).

1. Temporary Officers, Hourly Temporary Employees and Services

FTI will provide Chad J. Shandler to serve as the Client’s Chief Transformation Officer (the “CTO” and the “Temporary Officer”) reporting to the Board of Directors (the “Board”), or committee to whom appropriate authority has been delegated by the Board in connection with the Engagement (the “Committee”). The Temporary Officer, as well as any additional Hourly Temporary Staff, (as defined below), shall have such duties as the Board or Committee may from time to time determine, and shall at all times report to and be subject to supervision by the Board or Committee. Without limiting the foregoing, the Temporary Officer, as well as any Hourly Temporary Staff, shall work with other senior management of the Client, and other professionals, to provide the Services.

In addition to providing the Temporary Officer, FTI may also provide the Client with additional staff (the “Hourly Temporary Staff” and, together with the Temporary Officers, the “FTI Professionals”), subject to the terms and conditions of this Engagement Contract. The Hourly Temporary Staff may be assisted by or replaced by other FTI professionals reasonably satisfactory to the Board and/or Committee, as required, who shall also become Hourly Temporary Staff for purposes hereof. The initial schedule of Hourly Temporary Staff is set out on Exhibit “B”. FTI will keep the Board informed as to FTI’s staffing and will not add additional or replace Hourly Temporary Staff to the Engagement without the consent of the Client.

The Services may be performed by FTI or by any subsidiary or affiliate of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries’ or affiliates’ agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context

shall otherwise indicate, to employees of each such subsidiary, affiliate, and to any such agents or independent contractors and their employees. For purposes of this Engagement Contract, the term “affiliate” shall mean and include any entity that directly or indirectly controls, is controlled by, or is under common control with a party, for as long as such relationship remains in effect. The term “control” means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract or otherwise.

If Client or any of Client’s entities files a petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), FTI’s provision of the Temporary Officers will be subject to approval of the bankruptcy court presiding over Client’s chapter 11 cases (the “Bankruptcy Court”) and the services provided by the Temporary Officer shall be substantially similar as provided in this Agreement, as modified by the retention order approved by the Bankruptcy Court. Client agrees, at Client’s expense, to file an application (the “Application”) to employ FTI as financial advisor (or chief restructuring officer) effective as of the petition date pursuant to Bankruptcy Code section 327. Client agrees to file all required applications, including the Application, for the employment or retention of FTI at the earliest practical time.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders. We, however, anticipate that we may provide information or advice to directors, officers or employees in their corporate capacities over the course of the Engagement.

The Services do not include (i) audit, legal, tax, environmental, accounting, actuarial, employee benefits, or insurance advice or similar specialist and other professional services which are typically outsourced and which shall be obtained directly where required by the Client at Client’s expense; or (ii) investment banking, valuation or securities analysis, or advising any party with respect to or representation of the Client in the purchase, sale or exchange of securities or representation of the Client in securities transactions. FTI is not a registered broker-dealer in any jurisdiction and will not offer advice or its opinion or any testimony on valuation or exchanges of securities or on any matter for which FTI is not appropriately licensed or accredited. An affiliate of FTI is a broker-dealer but is not being engaged by the Client to provide any investment banking or broker-dealer services. The Client agrees to supply office space, and office and support services to FTI as reasonably requested by FTI in connection with the performance of the Services.

2. Compensation to FTI

Monthly Fee

For Services rendered in connection with this Engagement, the Client agrees to pay FTI a monthly, non-refundable advisory fee of \$150,000 for the services of Chad J. Shandler in his capacity as CTO (the “Monthly CTO Fee”).

Hourly Temporary Staff

For Services rendered by Hourly Temporary Staff will be billed at their current hourly rate. Fees are payable in advance, may be billed as frequently as weekly and will be billed not less frequently than monthly.

Hourly Rates

United States

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$1,185 – 1,525
Directors / Senior Directors / Managing Directors	890 – 1,155
Consultants/Senior Consultants	485 – 820
Administrative / Paraprofessionals	190 – 385

Hourly rates are generally revised periodically and the Company will be provided written notice of any revision in advance. FTI hereby agrees and acknowledges that (i) the CTO will use his best efforts to discharge his responsibilities as CTO, and (ii) will utilize the Hourly Temporary Staff to accomplish the Services described in this Engagement in a manner that is not a substitute for, or duplicative of, Services provided by the CTO in his capacity as a Temporary Officer. To the extent this Engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable on International engagements, which rates will be disclosed to the Company prior to any services being provided by our international divisions or personnel. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

Completion Fee:

In addition to the Monthly CTO Fee and hourly rates cited above, FTI is entitled to a completion fee of \$750,000 fully earned and payable upon conclusion or termination of the Chief Transformation Officer role.

The Completion Fee shall be subject to any required approval of the Bankruptcy Court having jurisdiction over any Chapter 11 Cases filed by the Company. The Client agrees to file any required Bankruptcy Court application for approval of the Completion Fee.

All payments will be due three (3) business days after receipt of an invoice. For your information and use, FTI's Taxpayer Identification Number is 52-1261113. If Client disputes any of the fees or expenses on a specific invoice, the Client shall notify FTI within thirty (30) days of receipt of the invoice of such a dispute. If Client fails to notify FTI within the thirty (30) day period, the Client shall have waived its right to dispute such invoice.

Without limiting FTI's other rights and remedies, if any payment is not paid by Client within thirty (30) days of the date of invoice, then interest shall accrue, from the thirty-first (31st) day until payment in full is received, at the rate of one and one half (1 ½ %) percent per month. Nothing herein shall be construed as extending the due date of payments to be made by Client under this Engagement Contract. In addition to any other remedies set forth above, and any other remedies available at law, FTI reserves the right to suspend further Services until payment is received on past-due invoices. It is FTI's normal practice to be paid in full for all work performed to date prior to issuance of a report, deposition testimony and/or trial testimony. Client agrees to pay all court costs, attorney fees (whether or not contingent on collection from Client) and other expenses which may be associated with the collection of unpaid invoices. Should Client require FTI to submit invoices via an electronic billing service, any associated fees incurred for these electronic billing services shall be billed directly to the Client for reimbursement.

In addition to the fees outlined above, FTI will bill for reasonable allocated and direct expenses which are likely to be incurred on your behalf during this Engagement. Allocated expenses include the cost of items which are not billed directly to the Engagement, including administrative support and other overhead

expenses that are not billed through as direct reimbursable expenses, and are calculated at 3.0% of FTI's standard professional rates. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the Engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the Engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this Engagement, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto. Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

Cash on Account. As of December 30, 2024, FTI holds \$400,000 "on account" to be applied to FTI's professional fees, charges, and disbursements (including estimates of the foregoing) for the term of this Engagement Contract (the "Cash on Account"). To the extent the Cash on Account exceeds FTI's fees, charges and disbursements after the completion of this Engagement Contract, FTI will refund any unused portion. Client agrees to increase or supplement the Cash on Account from time to time during the term of this Engagement Contract in such amounts as FTI reasonably determines are sufficient to ensure that FTI is not a pre-petition creditor in the event Client files a petition for relief under the Bankruptcy Code.

FTI will provide periodic invoices (not less frequently than monthly) to Client for Services performed in the previous invoice period plus any incidental services and other amounts approved in writing. All expenses will be billed at cost without markup. In certain circumstances, an invoice may be for estimated fees, charges, and disbursements through a date certain. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of FTI's Services.

Upon transmittal of an invoice, FTI may immediately draw upon the Cash on Account (as replenished from time to time) in the amount of the invoice. **Client agrees that invoices are due three (3) business days following receipt.** Client further agrees to wire the invoice amount to FTI promptly as replenishment of the Cash on Account (together with any supplemental amount to which FTI and the Client mutually agree), without prejudice to the Client's right to advise FTI of any differences Client may have regarding such invoice set forth in the below paragraph. FTI has the right, at any time, to apply any Cash on Account (as it may be supplemented from time to time) to any outstanding invoice (including amounts billed prior to the date hereof), subject to (and without prejudice to) the Client's opportunity to review FTI's invoices.

Client shall make any objections to the invoice in writing to FTI within fifteen (15) business days of the receipt of the invoice. FTI shall have fifteen (15) business days of receipt of such an objection to send a (i) revised invoice, (ii) written response to the objection(s), or (iii) combination of (i) and (ii). Any reductions made to an invoice pursuant to this paragraph shall be credited to the Cash on Account and reflected on the next invoice sent by FTI. Notwithstanding anything to the contrary in this Engagement Contract, Client agrees that it will not reduce or delay any replenishments to the Cash on Account due to any objections Client may have to a particular invoice. If Client reduces or delays any replenishments to the Cash on Account, Client agrees that FTI may cease work immediately and without notice until it receives the full amount due. To the extent the Parties are unable to consensually resolve a dispute over an invoice, such disputes shall be resolved in accordance with the applicable dispute resolution provisions of this Engagement Contract.

If Client or any of the Client's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy

petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite Bankruptcy Court permission will be obtained in advance. We will then hold any portion of the Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as Cash on Account to be applied against the fee to be determined in connection with FTI's final fee application before the Bankruptcy Court.

Post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the Bankruptcy Court. The Client understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, Client shall nevertheless remain liable for payment of court approved post-petition fees and expenses which are afforded administrative priority under Bankruptcy Code section 503(b)(1). Bankruptcy Code section 1129(a)(9)(A) provides that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Cash on Account (as may be supplemented from time to time) shall be held by us and applied against the fee to be determined in connection with FTI's final fee application before the Bankruptcy Court.

Additional Provisions Regarding Fees:

- a) FTI may stop work or terminate the Engagement Contract immediately upon the giving of written notice to the Client (i) if payments are not made in accordance with this Engagement Contract, (ii) if the Application is not approved by the Bankruptcy Court, (iii) if the chapter 11 case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or (iv) if a chapter 11 Trustee or other responsible person is appointed.
- b) If, and only if, local Bankruptcy rules or the order approving the Application so require, FTI shall file with and serve on creditors entitled to notice thereof, a statement of staffing, professional services, compensation or expenses, on a quarterly basis, or as the Bankruptcy Court or rules may direct, and creditors and other parties in interest shall have an opportunity to object thereto and request a hearing thereon. If FTI is employed post-petition as a "professional person" pursuant to Bankruptcy Code section 327, Bankruptcy Court approval will generally be required to pay FTI's fees and expenses for post-petition Services. In most cases of this size and complexity, on request of a party in interest, bankruptcy courts permit the payment of interim fees during the case. Client agrees that in this situation it will, at the Client's expense, request the Bankruptcy Court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees on a monthly basis. If the Bankruptcy Court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the Bankruptcy Court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the final fee to be determined at the conclusion of FTI's Services. In the event FTI is retained and employed under Bankruptcy Code section 327, post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the Bankruptcy Court. Client understands that while the arrangement in this paragraph may be altered in whole or in part by the Bankruptcy Court, Client shall nevertheless remain liable for payment of court approved post-petition fees and expenses, which are afforded administrative priority under Bankruptcy Code section 503(b)(1). Bankruptcy Code section 1129(a)(9)(A) provides that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused

portion, if any, of the Cash on Account (as may be supplemented from time to time) shall be held by us and applied against the final fee application filed and approved by the Bankruptcy Court.

- c) Client agrees that FTI is not an employee of the Client and the FTI employees and independent FTI contractors who perform the Services are not employees of the Client, and they shall not receive a W-2 from the Client for any fees earned under this engagement, and such fees are not subject to any form of withholding by the Client. The Client shall provide FTI a standard form 1099 on request for fees earned under this Engagement.
- d) If a dispute develops about our fees, the Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$150,000.
- e) Copies of Invoices shall be sent by facsimile or email as follows:

To the Client at:

Scott Kern
6900 E. Layton Ave, Suite 1200
Denver, CO 80237
Scott.Kern@modivcare.com

3. Availability of Information

In connection with FTI's activities on the Client's behalf, the Client agrees (i) to furnish FTI with all information and data concerning the business and operations of the Client which FTI reasonably requests, and (ii) to provide FTI with reasonable access to the Client's officers, directors, partners, employees, retained consultants, independent accountants, and legal counsel. FTI shall not be responsible for the truth or accuracy of materials and information received by FTI under this Engagement Contract.

4. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this Engagement Letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

5. Conflicts of Interest

FTI has undertaken a limited review of its records to determine FTI's professional relationships with the Client and this Engagement. From the results of such review, we were not made aware of any conflicts of interest or relationships that we believe would preclude us from performing the Services. However, as you know, FTI is a large consulting firm with numerous offices globally. FTI is regularly engaged by new clients, which may include one or more parties with interests potentially adverse to the Client. The FTI professionals providing Services hereunder will not accept an engagement that directly conflicts with this Engagement without Client's prior written consent.

6. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Engagement Contract by signing the confirmation below and returning a copy to us at the above address.

If you have any questions regarding this Engagement Letter or the attached Standard Terms and Conditions, please do not hesitate to contact Chad J. Shandler at 212-841-9349.

Very truly yours,

FTI CONSULTING, INC.

By: 
 Name: Chad J. Shandler
 Title: Senior Managing Director

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms of this Engagement Contract, which includes the attached Standard Terms and Conditions.

ModivCare, Inc.

By: _____
 Scott Kern
 Vice President, Corporate Development

Date: _____

Contact Information of the person designated to receive & approve invoices:	
Name:	Scott Kern
Address:	6900 E Layton Ave, Suite 1200, Denver CO 80237
Phone:	
Email:	
AP Invoice Email (if applicable):	AP.Invoices@modivcare.com
Invoice Processing Information	
Please list any information required on the Invoice (i.e., Purchase Order #, Hours by Resource, Fees broken down by workstream, etc.)	
Require invoice submission via electronic billing system?	
If yes, please provide the necessary electronic billing system information (i.e., e-bill internet address):	

6. Acknowledgement and Acceptance

Please acknowledge your acceptance of the terms of this Engagement Contract by signing the confirmation below and returning a copy to us at the above address.

If you have any questions regarding this Engagement Letter or the attached Standard Terms and Conditions, please do not hesitate to contact Chad J. Shandler at 212-841-9349.

Very truly yours,

FTI CONSULTING, INC.

By: _____


Name: Chad J. Shandler

Title: Senior Managing Director

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms of this Engagement Contract, which includes the attached Standard Terms and Conditions.

ModivCare, Inc.

By:  _____

Scott Kern

Vice President, Corporate Development

Date: 01-06-2025

Contact Information of the person designated to receive & approve invoices:	
Name:	Scott Kern
Address:	6900 E Layton Ave, Suite 1200, Denver CO 80237
Phone:	
Email:	
AP Invoice Email (if applicable):	AP.Invoices@modivcare.com
Invoice Processing Information	
Please list any information required on the Invoice (i.e., Purchase Order #, Hours by Resource, Fees broken down by workstream, etc.)	Yes include reasonable information.
Require invoice submission via electronic billing system?	
If yes, please provide the necessary electronic billing system information (i.e., e-bill internet address):	

EXHIBIT A**FTI CONSULTING, INC.****STANDARD TERMS AND CONDITIONS**

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with the ModivCare Inc dated as of January 1, 2025 (the “Engagement Letter”). The Engagement Letter and the Standard Terms and Conditions (collectively the “Engagement Contract”) form the entire agreement between us relating to the Services to the exclusion of any other express or implied terms, including any conditions, warranties and representations, and shall supersede all previous proposals, pre-engagement confidentiality agreements, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract. Capitalized terms used but not defined shall have the meanings assigned in the Engagement Letter to which these Standard Terms and Conditions are attached.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** — Any advice given or report issued by FTI is provided solely for Client’s use and benefit and only in connection with the purpose for which the Services are rendered. Unless required by law, Client shall not provide any advice given or report issued by FTI to any third party, or refer to FTI or the Services, without FTI’s prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI and attached hereto as Schedule A. Notwithstanding the foregoing, the Client may disclose any advice given or report issued by FTI to its affiliates and its and their respective directors, officers, employees, legal counsel, accountants and auditors who have a need to know, and who are bound by written agreements and/or rules of professional conduct/ethics to maintain confidentiality. In no event, regardless of whether consent has been provided, shall FTI assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – FTI’s performance of the Services is dependent upon Client providing FTI with such information and assistance as FTI may reasonably require from time to time. FTI shall rely on such information without independent verification. If FTI’s performance of its obligations under this Engagement Contract is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, FTI shall not be deemed in breach of its obligations under this Engagement Contract or otherwise liable for any damages sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 2.2 **Punctual and accurate information** – Client shall use reasonable skill, care and attention to ensure that all information FTI may reasonably require is provided on a timely basis and is accurate, complete, and relevant for the purpose for which it is required. Client shall also notify FTI if Client subsequently learns that any information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While FTI’s work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Client management will be responsible for any and all financial information they provide to FTI during the course of this Engagement, and FTI will not examine, compile, or verify any such financial information. Moreover, the circumstances of the Engagement may cause FTI’s advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement,

FTI will not express any opinion or other form of assurance on financial statements of the Client or any other person.

- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, FTI's work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and FTI will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. FTI will take no responsibility for the achievability of results or events projected or anticipated by the Client's management.

3. **Additional Services**

- 3.1 **Responsibility for other parties**— Client shall be solely responsible for the work and fees of any other party engaged by Client to provide services in connection with the Engagement regardless of whether such party was introduced to Client by FTI. Except as provided in this Engagement Contract (including section 2 of the Engagement Letter with respect to the retention of certain agents and independent contractors), FTI shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, FTI acknowledge that it is not authorized under this Engagement Contract to engage any third party to provide services or advice to Client, other than FTI's affiliates, agents, or independent contractors engaged to provide Services, without Client's written authorization.

4. **Confidentiality**

- 4.1 **Restrictions on confidential information**— Both parties agree that any confidential information received from the other parties shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, no party will disclose any other contracting party's confidential information to any third party without such party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient (without the use of confidential information).
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, all parties will be entitled to disclose confidential information to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other parties.
- 4.3 **Citation of engagement** – Without prejudice to Clauses 4.1 and 4.2 above, to the extent our engagement is or becomes known to the public, the Client hereby agrees that FTI shall be entitled to cite the performance of the Services hereunder to our clients and prospective clients as an indication of our experience and use the Client name and logo in connection with such disclosure, unless FTI and the Client specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews; *provided*, that we shall cause such persons to keep such information confidential in accordance with the terms of this Engagement Contract.

- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies; *provided*, that we shall keep such materials confidential in accordance with the terms of this Engagement Contract.
- 4.6 **Data Protection** - In this paragraph, the terms “controller”, “personal data”, “processed”, “processor”, “processing” shall have the meaning given to them, or any equivalent terms, in applicable data protection laws. FTI and the Client will each act as separate and individual controllers in relation to any personal data processed by the Client or FTI in connection with this Engagement Contract. FTI and the Client will each comply with its own respective obligations under applicable data protection laws in relation to their processing of personal data under this Engagement Contract. Should the Services involve cross border transfers of personal data, FTI and the Client hereby enter into Module 1 of the EU Standard Contractual Clauses published by the European Commission and the UK Addendum to the EU Standard Contractual Clauses published by the ICO (where applicable) (together the “**Standard Contractual Clauses**”), with either the Client or FTI acting as data exporter and either the Client or FTI as data importer, as appropriate), in respect of any international transfer of personal data which would be prohibited by applicable data protection law in the absence of the Standard Contractual Clauses, in the form and manner set out at <https://fitechnology.com/trust/cidta>. The Client acknowledges that FTI may appoint processors to process personal data on its behalf in connection with the Services. Such processors may be located overseas. Where required by applicable data protection law, FTI will enter into appropriate safeguards with these processors. Client and FTI agree that no “sale” (as that term is defined under applicable data protection laws) of personal data is intended as part of the Engagement Contract, and both parties will take steps to ensure no sale occurs. The parties agree that any provision of personal data by one party to another under the Engagement Contract is necessary to perform a business purpose and is not part of, and explicitly excluded from, the exchange of consideration, or any other thing of value, between the parties.

5. Termination

- 5.1 **Termination of Engagement with notice**—This Engagement Contract is terminable by the Client or by FTI at any time upon the giving of thirty (30) days written notice. Upon such termination by the Client (the “Termination Date”), FTI shall cease work and the Client shall have no further obligation for fees and expenses of FTI arising or incurred after the Termination Date, notwithstanding any termination by the Client or by FTI in the circumstances described in paragraph (a) under “Additional Provisions Regarding Fees” in the Engagement Letter.
- a) The Client shall reimburse FTI for its out-of-pocket expenses (the “Termination Expenses”) incurred in connection with commitments made by FTI prior to the Termination Date with respect to advance travel arrangements reasonably incurred, to the extent FTI is unable to obtain refunds of such expenses. FTI shall provide the Client with reasonable documentation to substantiate all Termination Expenses for which payment is requested; and
- b) Unless FTI is in material default of this Agreement, termination shall not affect FTI’s entitlement to the Completion Fee; provided, however, that FTI shall not be entitled to the Completion Fee if it terminates this Agreement for reasons other than the circumstances described in paragraph (a) under “Additional Provisions Regarding Fees” in the Engagement Letter.
- 5.2 **Continuation of terms**— The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 2 and 4 of the Engagement Letter, and Clauses 1.1, 4, 6, and 7 of these Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification, Insurance and Liability Limitation

- 6.1 **Indemnification** – Subject to any limitation post-petition required by the Bankruptcy Court, the Client agrees to indemnify and hold harmless FTI and its shareholders, directors, officers, managers, employees, contractors, agents and controlling persons (each, an “Indemnified Party”) from and against any losses,

claims, damages or expenses, or if same was or is or becomes a party to or witness or other participant in any pending or completed action, suit, proceeding or alternative dispute resolution mechanism, or any hearing, inquiry or investigation, in each case by reason of (or arising in part out of) any event or occurrence related to this Engagement Contract or any predecessor agreement for services or the fact that any Indemnified Party is or was an agent, officer director, employee or fiduciary of the Client, or by reason of any action or inaction on the part of any Indemnified Party while serving in such capacity (an "Indemnifiable Event") against expenses (including reasonable attorneys' fees and disbursements), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any Indemnifiable Event. The Application shall include the assumption by the Client of FTI's right to indemnification in respect of its actions under this Engagement Contract prior to the petition date. The Indemnified Party shall promptly forward to the Client all written notifications and other matter communications regarding any claim that could trigger the Client's indemnification obligations under this Section 6. If the Client so elects or is requested by an Indemnified Party, the Client will assume the defense of such action or proceeding, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the reasonable fees and disbursements of such counsel. In the event, however, such Indemnified Party is advised by counsel that having common counsel would present such counsel with a conflict of interest or if the defendants in, or targets of, any such action or proceeding include both an Indemnified Party and the Client, and such Indemnified Party is advised by counsel that there may be legal defenses available to it or other Indemnified Parties that are different from or in addition to those available to the Client, then such Indemnified Party may employ separate counsel to represent or defend it in any such action or proceeding and the Client will pay the reasonable fees and disbursements of such counsel; provided, however, that the Client will not be required to pay the fees and disbursements of more than one separate counsel (in addition to local counsel) for an Indemnified Party in any jurisdiction in any single action or proceeding. In any action or proceeding the defense of which the Client assumes, the Indemnified Party will have the right to participate in such litigation and to retain its own counsel at such Indemnified Party's own expense. The Client further agrees that the Client will not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, delayed, or conditioned), settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party or any other Indemnified Party is an actual or potential party to such claim, action, suit or proceeding) unless (i) to the extent that such settlement, compromise or consent purports directly or indirectly to cover the Indemnified Party or any other Indemnified Party, such settlement, compromise or consent includes an unconditional release of the Indemnified Party and each other Indemnified Party from all liability arising out of such claim, action, suit or proceeding, or (ii) to the extent that such settlement, compromise or consent does not purport directly or indirectly to cover the Indemnified Party or any other Indemnified Party, the Client has given the Indemnified Party reasonable prior written notice thereof and used all reasonable efforts, after consultation with the Indemnified Party, to obtain an unconditional release of the other Indemnified Parties hereunder from all liability arising out of such claim, action, suit or proceeding. The Indemnified Party shall not enter into any closing agreement or final settlement that could trigger the Client's indemnification obligations under this Section 6 without the written consent of the Client, which shall not unreasonably be withheld or delayed or conditioned. The Client will not be liable for any settlement of any action, claim, suit or proceeding affected without the Client's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned, but if settled with the consent of the Client or if there be a final judgment for the plaintiff, the Client agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement or judgment, as the case may be.

- 6.2 **Insurance** –In addition to the above indemnification and provision regarding advancement of fees/expenses, FTI employees serving as directors or officers of the Client or its affiliates will receive the benefit of the most favorable indemnification and advancement provisions provided by the Client to its directors, officers and any equivalently placed employees, whether under the Client's charter or by-laws, by contract or otherwise. The Client shall specifically include and cover employees and agents serving as directors and officers of the Client or its affiliates from time to time with direct coverage under the Client's policy for liability insurance covering its directors, officers and any equivalently placed employees. Prior to FTI accepting any director or officer position, the Client shall, at the request of FTI, provide FTI a copy of its current D&O policy, a certificate of insurance evidencing the policy is in full force and effect, and a

copy of the signed board resolutions and any other document that FTI may reasonably request evidencing the appointment and coverage of the indemnitees. The Client shall maintain such D&O insurance for the period through which claims can be made against such persons. In the event the Client is unable to include FTI employees and agents under the Client's policy or does not have first dollar coverage acceptable to FTI in effect for at least \$10 million, FTI may, subject to the prior written consent of the Client, attempt to purchase a separate D&O insurance policy that will cover the FTI employees and agents only. The cost of the policy shall be invoiced to the Client as an out-of-pocket expense. Notwithstanding anything to the contrary, the Client's indemnification obligations in this Section 6 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of FTI, its affiliates and insurers to the indemnitees (which shall be secondary), and the Client's D&O insurance coverage for the indemnitees shall be specifically primary to (and without allocation against) any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by FTI or otherwise). In connection with this Engagement, Client represents to FTI that (i) it has timely remitted and will continue to timely remit to the appropriate beneficiaries all employee source deductions, payroll and other taxes, benefits deductions, and contribution to employee benefit programs, and has timely collected and remitted sales and use and other similar taxes to appropriate collecting authorities and will continue timely to do so; (ii) there is no litigation or other proceeding pending, or to knowledge of Client, threatened (nor is Client aware of facts that could give rise to such), in each case that seeks or could give rise to personal liability of officers and directors of Client; and (iii) Client has been in continuing compliance with all applicable laws and regulations concerning the discharge, treatment, storage, transportation or use of hazardous materials and is aware of no facts or circumstances that could give rise to Client responsibility or liability under such laws and regulations.

- 6.3 **Limitation of liability** – Client agrees that no Indemnified Person shall be liable to the Client, or its successors, affiliates, or assigns, for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind. In the event that FTI agrees hereunder and/or in writing to accept liability to more than one party, the limit of FTI's liability set forth in this Section 6.3 shall be shared between the parties, and in no event shall FTI's aggregate liability exceed the total amount of the fees paid to FTI under this Engagement Contract.
7. **Governing Law, Jurisdiction, WAIVER OF JURY TRIAL, Compliance with Law, Notice and Miscellaneous**
- 7.1 **Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction**. - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. Should the Client file for bankruptcy protection, the Bankruptcy Court having jurisdiction over the Client's Bankruptcy case shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such courts and irrevocably waive any right they may have to object to any action being brought in these courts, to claim that the action has been brought in an inconvenient forum or to claim that those courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE CLIENT AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.
- 7.4 **Compliance with Laws** - Each of FTI and the Client agrees that it will comply with all anti-corruption, anti-money laundering, anti-bribery and other economic sanctions laws and regulations of the United States, United Kingdom, European Union and United Nations (collectively, the "ABC/AML/Sanction

Laws”) in connection with this Engagement. The Client further agrees that it shall not, and it shall procure its employees not to, pay or cause other person(s) to pay FTI using any funds that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI, or otherwise take any action that would result in a violation of any of the ABC/AML/Sanction Laws by either Client or FTI. Each of FTI and the Client shall promptly notify the other party in the event of any violation or failure to comply with ABC/AML/Sanction Laws in connection with this Engagement, or allegations relating thereto, by such party or its directors, officers, employees or agents.

- 7.5 **Notice** - All notices, requests, consents, claims, demands, waivers, and other formal communications under this Engagement Contract shall be in writing and shall be deemed to have been given (a) when delivered by hand, (b) when received by the addressee, if sent by a nationally recognized overnight courier (evidence of receipt requested), (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient (in each case, if successfully transmitted and with a copy sent via one of the other methods of delivery specified in this paragraph), or (d) upon delivery, if mailed by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below, or at such other address for a party as shall be specified in a notice given in accordance with this paragraph:

If to FTI: FTI Consulting, Inc.
555 12th Street NW, Suite 700
Washington, D.C., 20004
Attn: Legal Department
Email: legal@fticonsulting.com

If to Client: ModivCare Inc.
6900 E. Layton Avenue, Suite 1200
Denver, CO 80237
Attn: General Counsel
Email: Faisal.khan@modivcare.com

- 7.6 **Miscellaneous** – Client shall not assign any of its rights or delegate any of its obligations under this Engagement Contract without the prior written consent of FTI. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves Client of any of its obligations under this Engagement Contract. This Engagement Contract represents the entire understanding of the parties hereto and supersedes any and all other prior agreements among the parties regarding the subject matter hereof (including, but not limited to, that certain Engagement Contract among the parties dated November 29, 2024); shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors, and permitted assigns; may be executed and sent electronically (followed by originals sent via regular mail if requested by a party), and in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument; and may not be waived, modified or amended unless in writing and signed by a representative of the Client and FTI. The provisions of this Engagement Contract shall be severable. No failure to delay in exercising any right, power or privilege related hereto, or any single or partial exercise thereof, shall operate as a waiver thereof. This Engagement Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason hereof.

EXHIBIT B**INITIAL SCHEDULE OF HOURLY TEMPORARY STAFF**

Staff	Level	Hourly Rate
Carlin Adrianopoli	Senior Managing Director	\$1,525
Brian Martin	Senior Managing Director	\$1,185
Patrick Tucker	Senior Managing Director	\$1,185
Rachel Chesley	Senior Managing Director	\$1,185
Mark Fish	Senior Managing Director	\$925
Ugo Okpewho	Managing Director	\$1,075
David Kiyosaki	Managing Director	\$1,060
Eric Klaber	Senior Director	\$1,000
Garrett Muzikowski	Senior Director	\$815
Kyla MacLennan	Senior Director	\$815
Jill Shapiro	Director	\$1,010
Victoria Zaharoff	Director	\$705
James Hunter	Senior Consultant	\$810
Heidi Lowe	Senior Consultant	\$730
Mayako Short	Senior Consultant	\$730
Gabriella Bagdat	Consultant	\$625
Sam Andelman	Consultant	\$575
Michael Hendrickson	Consultant	\$550
Liam Nolan	Consultant	\$485
Teyah Valcarcel	Consultant	\$435
Andrew Roisenberg	Consultant	\$435
Dylan Glowski	Consultant	\$435



SCHEDULE A

FTI STANDARD RELEASE LETTER

[Date]

Third Party Name
ADDRESS
CITY, STATE, ZIP

To whom it may concern.

Pursuant to that engagement letter dated _____, 202_ (the "Engagement Letter") between FTI Consulting, Inc. ("FTI") and _____ ("Client"), FTI has been engaged to perform certain services solely for the Client (the "Services") in connection with _____.

Client has requested that FTI provide [name of recipient] (the "Recipient") access to the report of its findings dated [date] and including any subsequent revisions, updates or addendums thereto (together, the "Report"). Recipient acknowledges that this Report was prepared at the direction of Client, was performed exclusively for Client's sole benefit and use, may not include all procedures deemed necessary for the purposes of Recipient, and that certain findings and information may have been communicated to Client that are not reflected in the Report. Recipient further acknowledges that (a) the Report is being provided for informational purposes only; (b) the Report shall not constitute, either expressly or impliedly, any representation or affirmation by FTI as to the accuracy, completeness and/or fairness of presentation of the Report or any statements or information contained therein; and (c) Recipient will make any decisions based on its own investigation, due diligence and analysis, independent of, and without reliance on or reference to, the contents of the Report or any other opinions or conclusions of FTI.

In consideration of FTI allowing Recipient access to the Report and, if requested by Recipient, discussing the Report, Recipient agrees that it does not acquire any rights as a result of such access that it would not otherwise have had and acknowledges that FTI does not assume any duties or obligations to Recipient in connection with such access.

Recipient agrees to release FTI and its personnel from any claims or causes of action by Recipient that arise as a result of FTI permitting Recipient access to the Report. Recipient agrees not to sue or participate in any way (except as required by a validly issued court order or subpoena) in any legal proceeding, dispute, or cause of action against FTI arising out of or relating to the Report, including any claim that Recipient has in any way relied upon the Report. Recipient acknowledges that FTI does not owe or accept a duty to Recipient, whether in contract or in tort, or however otherwise arising.

Further, Recipient agrees not to disclose or distribute the Report, or any other information received orally or in writing from FTI, to any other parties without FTI's prior written consent. Notwithstanding the foregoing, Recipient may disclose the Report (a) to its Affiliates and its and their respective directors, officers, and employees, (the "Representatives") who have a need to receive the Report in connection with the purpose for which the Report is being provided to you and solely for informational purposes, (b) to its legal counsel, accountants and auditors who are bound by written agreements and/or rules of professional conduct/ethics to maintain the Report as confidential ("Professional Advisors"), (c) to its advisors (including but not limited to financial advisors), consultants, lenders and/or potential investors, provided that, before any disclosure of the Report, each advisor, consultant, lender and/or potential investor executes its own release letter with FTI with terms no less restrictive than those contained herein, provided, further that Recipient remains responsible for any breach of this letter agreement by its Representatives or Professional Advisors. Recipient may also disclose the Report as required by any applicable law, or by order or ruling of any competent judicial, governmental, regulatory or supervisory body, provided, to the extent legally permissible, Recipient provides FTI with written notice promptly upon becoming aware of such obligation and reasonably cooperates with FTI, at FTI's expense, in FTI's efforts to obtain a protective order and/or limit the scope of such disclosure. Notwithstanding the foregoing, no notice is required regarding any disclosure of any information to a regulator or governmental agency having jurisdiction over Recipient or its Affiliates in the course of such regulator's

or governmental agency's routine examination, reporting, audit or inspection not targeting the Report or the Services. For purposes of this letter agreement, the term "Affiliate" shall mean and include any entity that directly or indirectly controls, is controlled by, or is under common control with Recipient, for as long as such relationship remains in effect. The term "control" means the possession of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, through contract or otherwise.

Recipient's obligations hereunder do not prohibit Recipient from disclosing, without attribution or reference in any matter to FTI or the Report, any information that: (a) is or becomes publicly available other than by a breach of this letter agreement; (b) is or becomes available to Recipient from a third party who is known by Recipient to not be prohibited from disclosing such information by a contractual, or legal obligation; (c) is known to Recipient prior to the date of this letter agreement; or (d) that Recipient develops independently without the use of or reliance on the Report. FTI is not authorized to and does not waive any other non-use or non-disclosure obligations which may apply to Client's or any other party's information that may be subject to confidentiality agreements.

This letter agreement constitutes the entire agreement between the parties regarding the subject matter hereof and shall be governed by the laws of the State of New York, without giving effect to the choice of law provisions thereof.

Please confirm your agreement with the foregoing by signing and dating a copy of this letter and returning it to FTI.

Sincerely,

[INSERT FTI SMD or MD name here]
[Senior Managing Director/Managing Director]
FTI Consulting, Inc.

Acknowledged, accepted and agreed:

[ENTER RECIPIENT NAME]

By: _____

(Name of Company official)

Schedule 1

Potential Parties in Interest

Potential Parties-in-Interest Reviewed for Current and Recent Former Relationships

Debtor

A&B Homecare Solutions, LLC
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 Service of New York, Inc.
All Metro Home Care Services of Florida, Inc.
All Metro Home Care Services of New Jersey, Inc.
All Metro Home Care Services, Inc.
All Metro Management and Payroll Services Corporation
All Metro Payroll Services Corporation
AM Holdco, Inc. (dba Simplura Health Group)
AM Holdco, Inc. dba Simplura Health Group
AM Intermediate Holdco, Inc.
Arsens Home Care, Inc.
ARU Hospice, Inc.
ARUBA, Inc.
Associated Home Services, Inc.
At-Home Quality Care LLC
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 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 MSO, LLC
Florida MedTrans Network, LLC
Guardian Medical Monitoring, LLC
Health Trans, Inc.
Healthcom Holdings LLC

Healthcom Holdings, LLC
Healthcom, Inc.
Helping Hand Home Health Care Agency, Inc.
Helping Hand Hospice, Inc.
Higi Care Holdings, LLC
Higi Care, LLC
Higi SH Canada ULC
Higi SH Holdings Inc.
Higi SH Holdings, Inc.
Higi SH LLC
Independence Healthcare Corporation
Ingeus Investments Limited
Ingeus, LLC
LogistiCare Solutions Independent Practice Association, LLC
Metropolitan Medical Transportation IPA, LLC
MLA Sales, LLC
ModivCare Solutions, LLC
Multicultural Home Care, Inc.
National MedTrans, LLC
NEMT Insurance DE LLC, Series 1 (70% owned)
New England Emergency Response Systems, Inc.
OEP AM, Inc.
Panhandle Support Services, Inc.
Personal In-Home Services, Inc.
Philadelphia Home Care Agency, Inc.
Prometheus Holdco, LLC
Provado Insurance Services, Inc.
Provado Technologies, LLC
Red Top Transportation, Inc.
Ride Plus, LLC
Safe Living Technologies, LLC
Safe Living Technologies, LLC
Secura Home Health , LLC
Secura Home Health Holdings, Inc.
Secura Home Health, LLC
Social Services Providers Captive Insurance Company
Socrates Health Holdings, LLC
Socrates Health Holdings, LLC
TriMed, LLC
Union Home Care LLC
Valued Relationships, Inc.
Victory Health Holdings, LLC
VRI Intermediate Holdings, LLC
FTI Consulting, Inc.

Non-Debtor Affiliate

Modivcare Labs Private Limited
Anybill

Former D&O

Barbara Gutierrez
Carolyn McCarthy
Chris Echols
Damon Green
Ilias Simpson
James Watson
Jennifer Jaskolka
Jonathan Bush
Mia Haney
Delaware Division of Corporations (Dept of Revenue)

Common Stockholder

AI Catalyst Fund
Aristotle Capital Boston, LLC
BHM&S
BlackRock, Inc
Coliseum Capital Management, LLC
DE Shaw
Neuberger Berman Investment Advisers LLC
Scepter Holdings, Inc
SSgA
The Vanguard Group, Inc

Debtors' Professionals

Hunton Andrews Kurth LLP
Latham & Watkins
Moelis & Company
Verita Global
American Specialty Health Incorporated

Current D&O

Alec Cunningham
Alex Mohseni, M.D.
Chelsey Berstler
Daniel Silvers
Dave Crawford
David Mounts Gonzales
Erin Russell
Faisal Khan
Jaron Ross
Jeff Bennett
Kenneth Shepard
L. Heath Sampson
Leslie V. Norwalk
Rebecca Orcutt

Scott Kern
Seth Shapiro
Thomas Denison
Todd Carter

Administrative Agent

Ankura Trust Company, LLC
JPMorgan Chase Bank, N.A.

Bank

Banc of California, Inc.
Canadian Imperial Bank of Commerce
Citizens Bank, N.A.
HSBC Holdings plc.
JPMorgan Chase Bank, N.A.
Morgan Stanley
PNC Bank, N.A.
Truist Financial Corporation
Vantage Bank Texas
Webster Bank, N.A.
Wells Fargo Bank, N.A.

Bankruptcy Judges/Clerk/Staff for the Southern District of Texas

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
Nathan Ochsner
Rosario Saldana
Shannon Holden
Sierra Thomas-Anderson
Tracey Conrad
Tyler Laws
Yesenia Lila

Bond LOC Issuing Carrier

Atlantic Specialty Insurance Company
Federal Insurance Company
Travelers Casualty and Surety Company of America
Westchester Fire Insurance Company

Contract Counterparty

ACE USA
Aetna Better Health of Illinois Inc.

Aetna Better Health of Virginia Inc.
 Alan J Zuccari Inc (Hold)
 Alchemy Technology Group LLC
 Alliance Behavioral Healthcare
 American Express
 Amerigroup New Jersey, Inc
 AmeriHealth Caritas Pennsylvania
 Anthem, Inc. (NC)
 Arise Virtual Solutions Inc
 Blue Cross and Blue Shield of New Mexico
 Cigna Corporate Services, LLC
 Cook County Health Department of County
 Care
 Division of Medicaid, Office of the Governor,
 State of Mississippi
 DOL V Care Finders Total Care LLC
 Florida Medicaid
 FREEUS, LLC
 Geisinger Health Plan
 Horizon NJ Health
 Ibex Global FZ-LLC
 Ibex Global Solutions (Inactive)
 Internal Revenue Service
 Keystone Family Health Plan
 Kirkland & Ellis LLP
 Louisiana Department of Health
 McLaren Health Plan Medicare Advantage
 Medica Health Plans of Florida, Inc.
 Nebraska Medicaid
 PacificSource Community Solutions
 Pennsylvania Department of Human Services
 Presbyterian Network, Inc.
 San Francisco Health Authority
 State of Michigan
 State of New York Department of Health
 The Bank Of New York Mellon
 UnitedHealthcare Community Plan of New
 Jersey
 UnitedHealthcare of New England, Inc.
 UnitedHealthcare of North Carolina, Inc.
 UnitedHealthcare of the Midwest, Inc.
 UPMC Community HealthChoices
 Vaya Health
 VXI Global Solutions LLC
 Cazzell Law, APC
 Derrick Law Firm
 Georgia Trial Attorneys At Kirchen & Grant,
 LLC
 Harper Law Firm
 Kenneth S. Nugent, P.C.
 Lasky Justus Law

The Helms Law Firm, P.C.
 The Simon Law Group, LLP

Employee benefits

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.
 Anne Bailey

Franchise Tax

Texas Controller of Public Accounts
 Delaware Department of Finance

Gross Receipts and Other

Hawaii Department of Taxation
 New Mexico Taxation and Revenue Department
 Ohio Department of Taxation
 Washington Department of Revenue
 Alabama Department of Revenue

Income Tax

Arizona Department of Revenue
 Arkansas Department of Finance and
 Administration
 California Franchise Tax Board
 Colorado Department of Revenue
 Connecticut Department of Revenue Services
 Delaware Department of Finance
 District of Columbia Office of Tax and Revenue
 Florida Department of Revenue
 Georgia Department of Revenue
 Hawaii Department of Taxation
 Idaho State Tax Commission
 Illinois Department of Revenue
 Indiana Department of Revenue
 Iowa Department of Revenue

Kansas Department of Revenue
 Kentucky Department of Revenue
 Louisiana Department of Revenue
 Maine Revenue Services
 Maryland Comptroller of the Treasury
 Michigan Department of Treasury
 Minnesota Department of Revenue
 Mississippi Department of Revenue
 Missouri Department of Revenue
 Montana Department of Revenue
 Nebraska Department of Revenue
 New Hampshire Department of Revenue
 Administration
 New Jersey Department of the Treasury
 New Mexico Taxation and Revenue Department
 New York City Department of Finance
 New York State Department of Taxation and
 Finance
 North Carolina Department of Revenue
 Oklahoma Tax Commission
 Oregon Department of Revenue
 Pennsylvania Department of Revenue
 Rhode Island Division of Taxation
 South Carolina Department of Revenue
 Tennessee Department of Revenue
 Texas Comptroller of Public Accounts
 Utah State Tax Commission
 Vermont Department of Taxes
 Virginia Department of Taxation
 West Virginia State Tax Department
 Wisconsin Department of Revenue
 U.S. Department of the Treasury

Income, Gross Receipts and Franchise Tax

ACE American Insurance Company (Chubb)

Insurer

ACE Fire Underwriters Insurance Company
 (Chubb)
 Alliant Insurance Services, Inc.
 Allianz Global Risks US
 Insurance Company
 Arch Insurance Company
 Arch Specialty Insurance Company
 Berkeley Specialty Insurance
 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
 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
 W. R. Berkley Corporation
 Westfield Select Insurance Company
 XL Specialty Insurance Company
 1 Avenue C Building Madison

Landlord

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
 Kellar Industries, LLC
 Koam Investors Group, 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
 Webbs Property LLC
 Wework
 Wick Shopping Plaza Associates LLC
 Willowood Park LLC
 Woodside Special Opportunity Pe Fund LP
 Allsprings Global Investments

Lender

Beach Point Capital Management
 Birch Grove Capital
 Brigade Capital Management
 DE Shaw & Co
 Deutsche Bank AG New York Branch
 Ensign Peak Advisors
 HG Vora Capital Management
 Jefferies Finance LLC
 JP Morgan Chase Bank

Keybank, National Association
 Neuberger Berman Group
 Redwood Capital Management
 Regions Bank
 Roaring Fork Trading
 Sumitomo Mitsui Banking Corporation
 TCW Group
 Texas Exchange Bank
 Truist Bank
 Wells Fargo Bank, National Association
 CHILMARK PARTNERS, LLC

Lender Professional

Lazard, Inc.
 PAUL HASTINGS LLP
 Ankura Intermediate Holdings LP

Lienholder

Bank of America, N.A.
 CIBC Bank USA
 Comercia Bank
 Hewlett-Packard Financial Services Company
 JP Morgan Chase Bank, N.A.
 Privatebank and Trust Company
 U.S. Bank Equipment Finance
 75 Broad, LLC

LOC Beneficiary

ACE American Insurance Company
 Aetna Healthcare
 Commissioner Of Insurance, State Of Delaware
 Humana Medical Plan
 MJH Wacker LLC
 National Specialty Insurance Company
 South Florida Community Care
 Sunshine State Health Plan, Inc.
 The Georgia Department Of Community
 United Healthcare Of Florida
 Missouri Department of Revenue

Local Tax

Pennsylvania Department of Revenue
 AccessCare

Major Competitor

Alivi Health
 Call The Call
 MediDrive
 MTM, Inc.
 Ride2MD
 SafeRide Health

Tennessee Carriers
 Verida
 Veyo
 Alameda Alliance for Health

Major Customers

Blue Cross of California
 Commonwealth of Pennsylvania Department of
 Human Services
 Commonwealth of Virginia Department of
 Medical Assistance Services
 Coventry Health Care of Virginia
 Health Care Service Corporation
 Health Net of California, Inc.
 Healthfirst Insurance Company, 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
 Higi SH Canada ULC

Ordinary Course Professional

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
 PricewaterhouseCoopers LLP
 Rodefer Moss & Co PLLC
 Stevens & Lee P.C.
 Willcox Savage Consulting LLC
 Willoughby Humphrey & D'Antoni PA
 Adrienne Reed

Parties to Litigation

American Ground Transportation
Andrea Hinson & Deangelo Davis
Angel Perez
Arthur Owens
Barroso-Perez, Edwin
Brent Johnson
Brittnee Harris
Carla Williams & Rodrick Hackworth
Clemmie Williams
Danny Evans
Daryl Stokes
David Pulsifer
Debbie Marie Howard
Debra Burden
Debra Chabert
Denise Avalos, Individually and as the
Successor in Interest to the Estate of Maria
Alcaraz, et al
Dexter Sias
Dinesh Kalera
Dinesh Kalera
Dominick Viti
Donna Mae Totty
Easter Lyons
Elaine Bowdoin
Ellen Pilley
Estate of Oliver, et. al
Estate of Rosa Lyons
Fatima Zhindon
Fitz, Dale
Frances Douglas
Georgia Insurers Insolvency Pool
Geraldine Nixon Ford, Individually and as the
Personal Representative of the Estate of John
Willie Ford
Geraldine Orr
Germantown Cab Company
Goodfriend, Patricia
Heather Swick
Ida Williams
James A. Bates
James Oliver Stephens
James Perez
Jayeson Henry
Jeffrey Harris
Jessica Buhler
Jessica Lyons
Jhovanna Parker
Jimmy Smith

Jorge Furcoy
Kaitlyn Clemons
Kenyatta Godwin
Kieyanda Jones
Lea'Cimmone Briggs
Lewis Hagar, Estate of Johnnie Hagar
Lewis S. Glass
Linda Gant
Mae Robertson
Mae Robertson
Maria J. Camacho Pineda
Marion Calderone
Marquis Hines & Ronald Hines
Martin Luque
McClendon, Shauntalay
Metellus, Camecise
Michael Mavrovitis, as Power of Attorney of
Chistodou Mavrovitis
Modest (Keltrick)
Nicholas Garza
Nilsa Torres
Norman Fishbein, Executor of The Estate of
Barbara Trzciesnky
Orlando Clark
Ortega
Qadriyyah Hill
Rachel Corbett
Reading Metro, LLC
Robert Klebetz
Robert L. Freidman
Ronnie Hunt
Ryan Martin
Sadie Donnell & Christopher Smith
Sandra Padilla Hernandez
Sandrock
Santa Guerrero
Schroeder, Mariann
Seini Ika
Sells (CheryleJean)
SeniorCare Emergency Medical Services, Inc.
Shabana Hafiz
Shawn Meadows
Shooshanik Charkhchian
Smith, Robert
Sonia Burgos
Sonya Ross
Stacie Rogers
Strobel, Mark K.
Sunfunda Samuel
Suzanne Betts, as Testator of the Estate of
Frances Betts, Deceased

Terence White
 Terrence Cora
 The Estate of Anne Bates
 The Estate of Susan Freidman
 Theresa Henry
 Theresa Lyons
 Trinidad De La Cruz
 Turner, Coolyn
 Willard McClam
 Willie Cromartie
 Zane Whitfield
 Abington Municipal Tax Collector

Property Tax

Albemarle County Tax Collector
 Alexandria Finance Department
 Alief ISD Tax Office
 American Financial Credit Services, Inc.
 Amesbury Municipal Tax Collector
 Ansonia City Tax Collector
 Asotin County Tax Collector
 Attleboro Municipal Tax Collector
 Beaufort County Treasurer
 Bell County
 Benton County Tax Collector
 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
 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 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
 Comal County Tax Assessor-Collector
 Contra Costa County Tax Collector
 Cowlitz County Tax Collector
 Cromwell Town Tax Collector
 Culpeper Town Tax Collector
 Cypress-Fairbanks ISD Tax Assessor-Collector
 Dallas County Tax Assessor-Collector
 Danbury City Tax Collector
 Danville City Tax Collector
 Dartmouth Municipal Tax Collector
 Denton County Tax Assessor-Collector
 Denver Treasury Division
 DeSoto County Tax Collector
 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
 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
 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
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
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
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
Lubbock County Tax Assessor-Collector
Lynchburg City Tax Collector
Madison Town Tax Collector
Manatee County Tax Collector
Manchester Town Tax Collector
Maricopa County Treasurer
Marin County Tax Collector
Maryland Dept of Assessments & Taxation
Mason County Treasurer
Meriden City Tax Collector
Middletown City Tax Collector
Milford City Tax Collector
Milford Municipal Tax Collector
Monroe Town Tax Collector
Montgomery County Tax Assessor-Collector
Naugatuck City Tax Collector
New Britain City Tax Collector
New Fairfield Town Tax Collector
New Haven City Tax Collector
New Milford Town Tax Collector
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 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)
Okanogan County Tax Collector
Old Saybrook Town Tax Collector
Onslow County Tax Collector
Orange County Tax Collector
Orange Town Tax Collector
Orleans Municipal Tax Collector
Parker County Appraisal District
Pierce County Tax Collector
Pima County Treasurer
Pittsfield Municipal Tax Collector
Poquoson City Tax Collector
Portsmouth City Tax Collector
Potter County Tax Assessor-Collector
Putnam Town Tax Collector
Rankin County Tax Collector
Reeves County Appraisal District
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
Shelton City Tax Collector
Simsbury Town Tax Collector
Solano County Treasury
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
 Thurston County Tax Collector
 Tom Green County Appraisal District
 Tomball ISD Tax Office
 Torrington City Tax Collector
 Town of Brattleboro
 Travis County Tax Assessor-Collector
 Trumbull Town Tax Collector
 Vernon Town Tax Collector
 Walla Walla County Tax Collector
 Wallingford Town Tax Collector
 Warren County Tax Collector
 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
 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
 Woburn Municipal Tax Collector
 Wolcott Town Tax Collector
 Yakima County Tax Collector
 Yalobusha County Tax Collector
 York County Tax Collector
 Abington Township Tax Office

Regulatory Assessments

Arkansas Dept. of Finance and Administration
 Berkheimer Tax Administrator
 Berks County Tax Collection Committee
 City Of Savannah, Georgia
 Delaware Division of Corporations
 Delaware Division of Corporations (Dept of State)
 Kansas Department of Health and Environment
 ModioHealth, Inc.
 New Mexico Department of Transportation
 New Mexico Public Regulation Commission
 Office Of Long-Term Living
 Petersburg, Virginia, Commissioner of the Revenue

Pottsville City Hall
 Shelby County Occupational License Fee Office
 Texas Department Of Licensing And Regulation
 The Agency for Health Care Administration
 Township Of Neptune New Jersey
 Treasurer-State Of New Jersey
 Alabama Department of Revenue

Sales & Use Tax

Arizona Department of Revenue
 California Department of Tax and Fee Administration (CDTFA)
 Colorado Department of Revenue
 Comptroller of Maryland, Revenue Administration Division
 Connecticut Department of Revenue Services
 D.C. Office of Tax and Revenue
 Florida Department of Revenue
 Georgia Department of Revenue
 Idaho State Tax Commission
 Illinois Department of Revenue
 Indiana Department of Revenue
 Iowa Department of Revenue
 Kansas Department of Revenue
 Kentucky Department of Revenue
 Maine Revenue Services
 Massachusetts Department of Revenue
 Michigan Department of Treasury
 Minnesota Department of Revenue
 Mississippi Department of Revenue
 Missouri Department of Revenue
 Nebraska Department of Revenue
 New Jersey Division of Taxation
 New Mexico Taxation and Revenue Department
 New York State Department of Taxation and Finance
 North Carolina Department of Revenue
 Ohio Department of Taxation
 Pennsylvania Department of Revenue
 Rhode Island Division of Taxation
 South Carolina Department of Revenue
 Tennessee Department of Revenue
 Texas Comptroller of Public Accounts
 Utah State Tax Commission
 Vermont Department of Taxes
 Virginia Department of Taxation
 Washington Department of Revenue
 West Virginia State Tax Department
 Wisconsin Department of Revenue
 Amerigroup Partnership Plan, LLC

Surety

Atlantic Specialty Insurance Company
 Blue Cross of California dba Anthem Blue Cross
 Carolina Complete Health, Inc.
 Commonwealth of Virginia
 Commonwealth of Virginia, Department of Medical Assistance Services
 Delaware First Health, Inc
 Elevance Health, Inc.
 Federal Insurance Company
 Health Net of California, Inc.
 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 Oklahoma And Oklahoma Health Care Authority
 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
 1800MEDIVAN INC

Top 30

Active Sc One Inc
 Am Pm Medical Transportation Company Inc
 Amazon Web Services, Inc
 Basin Innovation Group LLC
 Berhanu Alaze
 Broadridge Ics
 CDW Direct
 Cheiis Transport LLC
 Elite Home Care LLC
 Galaxy Ambulance LLC
 Homecare Software Solutions LLC
 Hospital To Home LLC

KDK Transport Company
 Life Tech Inc
 Lyft Healthcare Inc
 Metro One Ambulance Inc
 Metropolitan Life Insurance Company
 Morris And Company
 PNP Group LLC
 Randstad North America LP
 Reyno Car Service Inc
 Ride Source Inc
 Skori Inc
 Softserve Inc.
 Texas Medical Transportation
 Tricare At Inspira LLC
 Uber Health LLC
 United Healthcare Services Inc
 WSFS Bank
 Humana Inc.
 WSFE Bank

Trustee Unsecured Notes

Alethea Caluza

U.S. Trustee for the Southern District of Texas (and Key Staff Members)

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
 1199SEIU United Healthcare Workers East

Union

AllianceBernstein Holding LP

Unsecured notes

Ameriprise Financial
Blackrock
Canadian Imperial Bank
Grace Partners of DuPage
Jupiter Fund Management
Olive Street Investment Advisers
Polen Capital Management
State Street
TCW Group
Nicholas J. Ganjei

US Attorney's Office

11:11 Systems, Inc.

Utility

8x8 Inc
A&E Low Voltage Solutions LLC
American Electric Power
AT&T
AT&T Mobility
Atmos Energy Corporation
Bandwidth Inc.
Borough Of Clarks Summit
Charter Communications
Cincinnati Bell (Po 748001)
City Of Sullivan (Civic Center)
Cogent Communications, LLC
Cologix
Comcast
Commonwealth Edison Company
Con Edison Co Of New York
Corning Natural Gas Corp
Cox Communications Arizona, LLC
Dialpad Inc.
Elizabethtown Gas Company
Entergy Utility Holding Company, LLC
Firstenergy Corp
Florida Power And Light
Franklin Township Supervisors
Frontier Communications
International Telcom, LLC
Level 3 Communications LLC
Long Island Lighting Co
Masergy Communications, Inc.
Monongahela Power Co
Mountaineer Gas Company
National Grid
New Jersey-American Water Company
Niagara Mohawk Power Corporation
NYSEG
Packetfabric Inc

Peco Energy Company
Pennsylvania American Water Company
Pennsylvania Electric Company
Ppl Electric Utilities Corporation
PSE&G Co
Rochester Gas And Electric Corp
Sangoma Us Inc.
South Jersey Gas
Texas Gas Service
The Connecticut Light And Power Co
The Southern Connecticut Gas Company
T-Mobile Usa Inc
Town Of North Attleborough
Ugi Utilities Inc
Veolia Water New Jersey Inc
Verizon Communications Inc.
Vineland Municipal Utilities
Windstream
1800medivan Inc

Vendors

3 OMR LLC
Ab Express Transport LLC
Acadian Ambulance Service Of New Orleans
Active Sc One Inc
Advanced Medical Transport Corp
Airport Express Inc
Airport Taxi Inc
All Airport Taxi Inc
Allmed Transportation Inc
Alpha Medical Transportation Inc
Am Pm Medical Transportation Company Inc
American Ground Transportation
American Medical Response West
Assist Medical Service Inc
Astra Care LLC
Berhanu Alaze
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
Eastwestproto Inc
Elite Care Ambulance Inc
Elite Home Care LLC
Eta Trans Inc
Express Transportation Agency

Fastcare Medical Transportation LLC
Galaxy Ambulance LLC
Gold Star Ems LLC
Golden State Management Group Inc
Good Vibes Medical Transportation LLC
Goodwill Transportation Services LLC
Hospital To Home LLC
Hulin Transportation, Inc
Independent Cab
Integrity Medical Transportation Corp
Johnson Medical Transport LLC
Judi's Carrier Service Inc
KDK Transport Company
Kibois Community Action Foundation, Inc
KWPH Enterprises
L & L Transportation LLC
Lalibela Transportation LLC
Life Tech Inc
Lucy Transportation Inc
Lyft Healthcare 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 Dbk 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
Procure Medical Transportation Corp
Pulse Medical Transportation
Quick Pick Transportation Inc.
Resource Management Systems Inc
Richmond City Taxi Cab Inc
Ride Plus LLC
Ride Source Inc
Romed Inc
Royal Cab Inc
Royal Medical Transportation LLC
Royal Transportation LLC
Sacramento Metropolitan Fire District
Safety 1st Paratransit Inc
Sahrawi 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 At Inspira LLC
Tricare Medical Transportation
Uber Health LLC
Va Transport LLC
Valley Medical Transport LLC
Yellow Cab Medical Transport LLC

Schedule 2

Engagements with Potential Parties in Interest

Engagements with Potential Parties-in-Interest

Relationships in Matters Related to These Proceedings

None

Relationships in Unrelated Matters - Current

Administrative Agent

JPMorgan Chase Bank, N.A.

Bank

Canadian Imperial Bank of Commerce

Citizens Bank, N.A.

HSBC Holdings plc.

JPMorgan Chase Bank, N.A.

Morgan Stanley

PNC Bank, N.A.

Truist Financial Corporation

Webster Bank, N.A.

Wells Fargo Bank, N.A.

Bond LOC Issuing Carrier

Federal Insurance Company

Travelers Casualty and Surety Company of America

Westchester Fire Insurance Company

Common Stockholder

BlackRock, Inc

DE Shaw

The Vanguard Group, Inc

Contract Counterparty

American Express

Anthem, Inc. (NC)

Arise Virtual Solutions Inc

Blue Cross and Blue Shield of New Mexico

Cigna Corporate Services, LLC

Internal Revenue Service

Kirkland & Ellis LLP

The Bank Of New York Mellon

UnitedHealthcare of the Midwest, Inc.

Debtors' Professionals

Latham & Watkins

Moelis & Company

Employee benefits

Automatic Data Processing, Inc.

Bind Benefits, Inc. d/b/a Surest

Compsych Employee Assistance Programs, Inc.

Optum Bank, Inc.

Partners Direct Health LLC

Trudatarx, Inc.

Veracity Benefits, LLC

Wellfleet Insurance Company

Insurer

ACE Fire Underwriters Insurance Company (Chubb)

Arch Insurance Company

Arch Specialty Insurance Company

Berkeley Specialty Insurance

Cobbs Allen Capital Holdings, LLC

Endurance American Insurance Company

Endurance American Insurance Company (Sompo)

Endurance American Specialty Insurance Company

Fair American Insurance and Reinsurance Company (ATRI)

Fireman's Fund Insurance Company (Allianz).

Illinois Union Insurance Company (Chubb)

Indemnity Insurance Company of North America (Chubb)

Landmark American Insurance Company (R-T Specialty)

Liberty Surplus Insurance Corporation

Mercer Insurance Company (R-T Specialty)

RSUI Indemnity Company (R-T Specialty)

Scottsdale Insurance Company (ProPraxis)

SiriusPoint Ltd.

Travelers Casualty and Surety Company of America

W. R. Berkley Corporation

Westfield Select Insurance Company

1 Avenue C Building Madison

Deutsche Bank AG New York Branch

Jefferies Finance LLC

JP Morgan Chase Bank

Keybank, National Association

Neuberger Berman Group
Regions Bank
Roaring Fork Trading
TCW Group
Texas Exchange Bank
Wells Fargo Bank, National Association
Chilmark Partners, LLC

Lender Professional

Ankura Intermediate Holdings LP

Lienholder

CIBC Bank USA
Privatebank and Trust Company

LOC Beneficiary

Aetna Healthcare
Commissioner Of Insurance, State Of Delaware
MJH Wacker LLC

Ride2MD
Commonwealth of Pennsylvania Department of
Human Services
Oklahoma Health Care Authority
Higi SH Canada ULC

Ordinary Course Professional

Bradley Arant Boult Cummings LLP
Capital Impact Group LLC
Gibson, Dunn & Crutcher LLP
Kelley Consulting
M J Simon & Company LLC
Polsinelli PC
PricewaterhouseCoopers LLP
Rodefer Moss & Co PLLC
Willcox Savage Consulting LLC
Shabana Hafiz

Surety

Carolina Complete Health, Inc.
Health Net of California, Inc.
Virginia Department of Motor Vehicles
1800Medivan Inc

Top 30

Basin Innovation Group LLC
Morris And Company
WSFS Bank
WSFE Bank

Unsecured notes

Ameriprise Financial
Blackrock
Canadian Imperial Bank
Grace Partners of DuPage
TCW Group
Nicholas J. Ganjei

Utility

AT&T
AT&T MOBILITY
Atmos Energy Corporation
Bandwidth Inc.
Cincinnati Bell (PO 748001)
Commonwealth Edison Company
Corning Natural Gas Corp
Franklin Township Supervisors
International Telcom, LLC
Long Island Lighting Co
National Grid
New Jersey-American Water Company
Pennsylvania American Water Company
Texas Gas Service
T-Mobile Usa Inc
Town Of North Attleborough
Veolia Water New Jersey Inc
Vineland Municipal Utilities

Relationships in Unrelated Matters - Former

Common Stockholder

SSgA

Debtors' Professionals

Verita Global

Employee benefits

Anne Bailey

Lender

Ensign Peak Advisors

LOC Beneficiary

The Georgia Department Of Community

Surety

Federal Insurance Company

State of Alabama

Utility

8x8 Inc

City Of Sullivan (Civic Center)

Cologix

Entergy Utility Holding Company, LLC

Florida Power And Light

1800Medivan Inc

Vendors

M & M Group INC

**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 (A) AUTHORIZING THE DEBTORS TO (I) EMPLOY AND RETAIN
FTI CONSULTING, INC. AS FINANCIAL ADVISOR, (II) DESIGNATE
CHAD J. SHANDLER TO SERVE AS CHIEF TRANSFORMATION OFFICER,
AND (III) PROVIDE ADDITIONAL PERSONNEL FOR DEBTORS, EFFECTIVE
AS OF THE PETITION DATE; AND (B) GRANTING RELATED RELIEF
[Relates to Docket No.]**

Upon the Application (the “*Application*”)² of the Debtors for entry of an order (this “*Order*”), (a) authorizing the Debtors to (i) employ and retain FTI Consulting, Inc. (“*FTI*”) as financial advisor and to provide the Debtors with a Chief Transformation Officer (the “*CTO*”) as well as additional supportive staff to assist the CTO (“*Hourly Temporary Staff*”) and (ii) designate Chad J. Shandler as the Debtors’ CTO (together with the Hourly Temporary Staff, collectively the “*FTI Professionals*”) pursuant to the terms of the engagement letter by and among the Debtors and FTI, dated as of January 1, 2025 (the “*Engagement Letter*”), effective as of the Petition Date and (b) granting related relief, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C.

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 shall have the meanings given to them in the Application.

§ 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases being proper in this district pursuant to 28 U.S.C. § 1408; and due and proper notice of the Application having been provided, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application; and the Court having determined that the legal and factual bases set forth in the Application and the Shandler Declaration establish just cause for the relief granted herein; and this Court being satisfied, based on the representations made in the Application and the Shandler Declaration, that FTI is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that FTI does not hold or represent an interest adverse to the Debtors’ estates; and this Court having found that the terms and conditions of FTI’s employment, including the Fee and Expense Structure set forth in the Engagement Letter (as modified by this Order) and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Bankruptcy Local Rules 2014-1 and 2016-1, and the Complex Case Procedures, the Debtors are authorized to (a) employ and retain FTI as financial advisor, (b) designate Chad J.

Shandler as the CTO of the Debtors, and (c) provide additional FTI Professionals for the Debtors, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter, as modified by this Order.

2. The terms of the Engagement Letter, including the compensation provisions and the Indemnification Provisions, as modified by this Order, are reasonable terms and conditions of employment and are hereby approved as set forth herein; *provided, however*, that, for the avoidance of doubt, nothing in this Order shall constitute any findings regarding, or the approval or any determination with respect to, the reasonableness of any Completion Fee.

3. To the extent the Engagement Letter contemplates a flat fee for services, FTI is not required to keep contemporaneous time records for such services, including all services provided by the CTO.

4. Upon employment and retention by the Debtors, Mr. Shandler shall be empowered and authorized to carry out all duties and responsibilities set forth in the Engagement Letter.

5. Notwithstanding anything in the Application, the Engagement Letter, the Shandler Declaration, or any exhibit(s) related to the contrary:

- (a) FTI shall not act in any other capacity (for example, and without limitation, as an investor/acquirer) in connection with the above-captioned Chapter 11 Cases.
- (b) In the event the Debtors seek to have FTI Professionals assume executive officer positions that are different than the position(s) disclosed in the Application, or to materially change the terms of the engagement by either (i) materially modifying the functions of personnel or (ii) altering or expanding the scope of the engagement, an application to modify the retention shall be filed with this Court.
- (c) During the course of the Chapter 11 Cases, FTI will only seek reimbursement of actual and necessary expenses.
- (d) No principal, employee, or independent contractor of FTI and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the Chapter 11 Cases.

- (e) Any success fees, transaction fees, or other back-end fees shall be subject to approval by this Court at the conclusion of the Chapter 11 Cases on a reasonableness standard and are not being pre-approved by entry of this Order. The rights of the U.S. Trustee, any statutory committee appointed in the Chapter 11 Cases, and all other parties in interest to object to any such fees, including the Completion Fee, on any grounds, are fully preserved.
- (f) The Debtors are permitted to indemnify those persons serving as corporate officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' directors and officers insurance policy, except to the extent a claim or expense is judicially determined to have arisen from gross negligence, willful misconduct, bad faith, fraud, or self-dealing.
- (g) There shall be no indemnification of FTI or its affiliates, except as may be provided for in this Order.
- (h) For a period of three years after the conclusion of the engagement, neither FTI nor any of its affiliates shall make any investments in the Debtors or the reorganized Debtors.
- (i) FTI Professionals serving as corporate officers of the Debtors shall be subject to the same fiduciary duties and obligations applicable to other persons serving in such capacity.
- (j) FTI shall make appropriate disclosures of any and all facts that may have a bearing on whether FTI, its affiliates, or any individuals working on the engagement hold/represent any interest adverse to, the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

6. FTI is authorized to apply the Cash on Account and/or advanced payments to satisfy any unbilled or other remaining prepetition fees and expenses that FTI becomes aware of during its ordinary course billing review and reconciliation. Any remaining Cash on Account and/or advanced payments shall be treated as an evergreen retainer, held by FTI, and applied against any amounts owed by the Debtors and approved by the Court in FTI's final fee application. After payment of FTI's fees approved in its final fee application, FTI shall remit any remaining funds in the Cash on Account to the Debtors or as otherwise directed by the Court.

7. Notwithstanding anything in the Application or the Engagement Letter to the contrary, FTI shall (a) pass through the cost of Contractors to the Debtors at the same rate that FTI pays the Contractors, (b) with respect to costs incurred by the Contractors, seek reimbursement for actual, reasonable, and documented costs only, (c) ensure that the Contractors are subject to the same conflict checks as were required for FTI in accordance with this retention, and (d) file with the Court such disclosures as are required by Bankruptcy Rule 2014.

8. FTI shall file monthly, interim, and final fee applications for allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable orders and procedures of this Court. For billing purposes, the FTI Hourly Temporary Staff shall keep their time in one tenth (0.10) hour increments.

9. In the event that, during the pendency of the Chapter 11 Cases, FTI seeks reimbursement for any attorneys' fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in FTI's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules and subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such professional has been retained under section 327 of the Bankruptcy Code; *provided, however*, that FTI shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of FTI's fee applications in the Chapter 11 Cases.

10. FTI shall provide 10 days' notice to the Debtors, the U.S. Trustee, and any statutory committee appointed in the Chapter 11 Cases before any increases in the hourly rates set forth in the Application or the Engagement Letter are charged to the Debtors. 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, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

11. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, the Shandler Declaration and this Order, the terms of this Order shall govern.

12. FTI shall use its reasonable efforts to avoid any unnecessary duplication of services provided by any retained professionals in the Chapter 11 Cases.

13. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of the Bankruptcy Local Rules are satisfied by such notice.

14. For FTI Professionals not serving as corporate officers of the Debtors, the Engagement Letter's Indemnification Provisions are approved and subject to the following during the pendency of these chapter 11 cases:

- (a) Subject to the provisions of subparagraphs (b) and (c) below and except with respect to any officers provided by FTI to the Debtors, the Debtors are authorized to indemnify, and shall indemnify, FTI for any claims arising from, related to, or in connection with the services to be provided by FTI as specified in the Application, but not for any claim arising from, related to, or in connection with FTI's performance of any other services other than those in connection with the engagement, unless such services and indemnification therefor are approved by this Court;
- (b) The Debtors shall not have any obligation to indemnify FTI for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from FTI's gross negligence, willful misconduct, bad faith, or fraud, unless the Court determines that indemnification would be permissible pursuant to applicable law, or (ii) settled prior to a judicial determination as to FTI's gross negligence, willful misconduct, bad faith, or fraud, but determined by this Court, after notice and a hearing, to be a claim or expense for which FTI is not entitled to receive indemnity; and

- (c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these chapter 11 cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these chapter 11 cases, FTI believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification obligations under the Application, including, without limitation, the advancement of defense costs, FTI must file an application in this Court, and the Debtors may not pay any such amounts to FTI before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by FTI for indemnification, and not as a provision limiting the duration of the Debtors' obligation to indemnify FTI. All parties in interest shall retain the right to object to any demand by FTI for indemnification.

15. To the extent the Debtors and FTI enter into any supplemental agreements or engagement letters not otherwise contemplated by the Application (collectively, "***Expanded Retention Documents***"), the Debtors will file such Expanded Retention Documents with the Court and serve such Expanded Retention Documents upon the U.S. Trustee and any official committee appointed in the Chapter 11 Cases. If no objection is filed and served on the Debtors within fourteen days after such Expanded Retention Documents are served, the Court may enter an order approving FTI's retention under such Expanded Retention Documents. To the extent any of such party objects within 10 days of such Expanded Retention Documents being served, the Debtors will promptly schedule a hearing before the Court on such matter. The Expanded Retention Documents will not be effective unless and until they are approved by the Court. All additional services shall be subject to the provisions of this Order.

16. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

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

Signed:_____

UNITED STATES BANKRUPTCY JUDGE