

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

)	
In re:)	
)	Chapter 11
MODIVCARE, INC, <i>et al.</i> ¹)	
)	Case No. 25-90309 (ARP)
Debtors.)	(Jointly Administered)
)	
)	Re: Docket No. 473

CERTIFICATE OF COUNSEL TO THE APPLICATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF ALIXPARTNERS, LLP AS ITS FINANCIAL ADVISOR EFFECTIVE AS OF SEPTEMBER 10, 2025

Pursuant to the *Procedures for Complex Cases in the Southern District of Texas*, the Official Committee of Unsecured Creditors (the “**Committee**”) of the above-captioned debtors and debtors in possession hereby certifies as follows:

1. On October 8, 2025, the Committee filed the *Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment and Retention of AlixPartners, LLP as its Financial Advisor Effective as of September 10, 2025* [Docket No. 473] (the “**Application**”). The Application attached a proposed order (the “**Proposed Order**”).

2. The deadline for parties to file a response to the Application was October 29, 2025 (the “**Response Deadline**”).

3. No formal responses were filed on the Court’s docket prior to the Response Deadline. The Committee did not receive any informal responses, except for comments from the

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



Office of the United States Trustee, which comments were resolved by the revisions made in a revised proposed order (the “**Revised Order**”) which is attached hereto as **Exhibit A**. A redline of the Revised Order against the Proposed Order attached to the Application is attached hereto as **Exhibit B**.

The Committee requests that the Court enter the Revised Order granting the relief requested in the Application and such other relief as the Court deems appropriate under the circumstances.

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November 3, 2025
Houston, Texas

/s/ Charles R. Koster

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*Counsel for the Official Committee of Unsecured
Creditors*

Certificate of Service

I certify that on November 3, 2025, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Charles R. Koster

Charles R. Koster

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

In re: MODIVCARE INC., <i>et al.</i> , Debtors. ¹	§ § § § § § §	Chapter 11 Case No. 25-90309 (ARP) (Jointly Administered)
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**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS TO EMPLOY AND RETAIN ALIXPARTNERS, LLP
AS ITS FINANCIAL ADVISOR EFFECTIVE AS OF SEPTEMBER 10, 2025**

Upon the application (the “*Application*”)² of the Official Committee of Unsecured Creditors (the “*Committee*”) appointed in these Chapter 11 Cases of the above-captioned Debtors (the “*Debtors*”) for entry of an order (this “*Order*”), pursuant to sections 328(a) and 1103 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas, Houston Division (the “*Local Rules*”), authorizing the Committee to employ and retain AlixPartners, LLP (“*AlixPartners*”) as the Committee’s financial advisor, effective as of September 10, 2025; and upon consideration of the Declaration of David MacGreevey (the “*MacGreevey Declaration*”); and it appearing that AlixPartners is “disinterested” and eligible for retention pursuant to sections 101(14) and 328(c) of the Bankruptcy Code; and the Court having found the terms and conditions of AlixPartners’

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

employment, including, but not limited to, the Fee and Expense Structure set forth in the Engagement Letter and Application, are reasonable under section 330 of the Bankruptcy Code; and the Court having jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue of this case and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Application is in the best interest of the Debtors, their estates, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth in this Order.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain AlixPartners as its financial advisor in connection with these Chapter 11 Cases effective as of September 10, 2025, and in accordance with the terms and conditions set forth in the Engagement Letter and the MacGreevey Declaration attached to the Application as **Exhibit B**, as modified by this Order.
3. The terms of the Engagement Letter, including, without limitation, the indemnification provisions, are reasonable, and the conditions of employment are approved in all respects, as modified by this Order.

4. AlixPartners may file monthly and interim requests for allowance of compensation and reimbursement of expenses and shall file final requests for allowance of compensation and reimbursement of expenses (collectively, the “*Fee Applications*”). AlixPartners’ Fee Applications shall comply with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules and the Local Rules, the Fee Guidelines and any other such procedures as may be fixed by order of the Court. AlixPartners shall keep its time in one-tenth (1/10) hour increments.

5. AlixPartners’ compensation terms set forth in the Engagement Letter, including, without limitation, the Fee and Expense Structure, are approved, and the Debtors shall be bound by such terms. AlixPartners shall be compensated for the services identified in the Application, the MacGreevey Declaration and the Engagement Letter and reimbursed for out-of-pocket expenses incurred in connection with such services, pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable orders of the Court; *provided*, in the event that, during the pendency of these Chapter 11 Cases, AlixPartners seeks reimbursement of any attorneys’ fees and/or expenses, the invoices and supporting time records from such attorneys shall be included in AlixPartners’ 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 further*, that AlixPartners shall not seek reimbursement from the Debtors’ estates for any fees incurred in defending any of AlixPartners’ fee applications in these Chapter 11 Cases.

6. To the extent AlixPartners uses the services of independent contractors (the “*Contractors*”) in these Chapter 11 Cases, AlixPartners shall: (a) pass through the cost of such Contractors to the Debtors at the same rate that AlixPartners 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 AlixPartners; and (d) file with the Court such disclosures required by Bankruptcy Rule 2014.

7. The indemnification provisions included in the Engagement Letter are approved, subject to the following:

- a. No AlixPartners Party (as that term is defined in the Engagement Letter) shall be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefore are approved by the Court.
- b. The Debtors shall have no obligation to indemnify AlixPartners, or provide contribution or reimbursement to AlixPartners, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from AlixPartners Party’s fraud, gross negligence, bad faith, fraud, or willful misconduct; or (ii) settled prior to a judicial determination as to AlixPartners gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by the Court after notice and hearing to be a claim or expense for which the AlixPartners Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.
- 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, an AlixPartners Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, the AlixPartners Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the AlixPartners Party 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 any AlixPartners Party for indemnification, contribution and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, AlixPartners. All parties in interest shall retain the right to object to any demand by any AlixPartners Party for indemnification, contribution and/or reimbursement.

8. To the extent the Committee wishes to materially expand the scope of AlixPartners' services beyond those services set forth in the Engagement Letters, the MacGreevey Declaration, or this Order, the Committee shall be required to seek further approval from this Court. The Committee shall file notice of any proposed additional services (the "***Proposed Additional Services***") and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, any official committee appointed in these Chapter 11 Cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Committee filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing. To the extent any such party objects within 14 days of notice of such Proposed Additional Services being served, the Committee will promptly schedule a hearing before the Court on such matter. The Proposed Additional Services 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.

9. AlixPartners shall provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Committee before any increases in the hourly rates set forth in the Application or the Engagement Letters are implemented. 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.

10. Any limitation of liability set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

11. The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

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

13. AlixPartners shall use its reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these Chapter 11 Cases.

14. The Committee and AlixPartners are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

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

Dated: _____, 2025

THE HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE

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

In re: MODIVCARE INC., <i>et al.</i> , Debtors. ¹	§ § § § § § §	Chapter 11 Case No. 25-90309 (ARP) (Jointly Administered)
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**ORDER AUTHORIZING THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS TO EMPLOY AND RETAIN ALIXPARTNERS, LLP
AS ITS FINANCIAL ADVISOR EFFECTIVE AS OF SEPTEMBER 10, 2025**

Upon the application (the “*Application*”)² of the Official Committee of Unsecured Creditors (the “*Committee*”) appointed in these Chapter 11 Cases of the above-captioned Debtors (the “*Debtors*”) for entry of an order (this “*Order*”), pursuant to sections 328(a) and 1103 of title 11 of the United States Code (the “*Bankruptcy Code*”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”) and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas, Houston Division (the “*Local Rules*”), authorizing the Committee to employ and retain AlixPartners, LLP (“*AlixPartners*”) as the Committee’s financial advisor, effective as of September 10, 2025; and upon consideration of the Declaration of David MacGreevey (the “*MacGreevey Declaration*”); and it appearing that AlixPartners is “disinterested” and eligible for retention pursuant to sections 101(14) and 328(c) of the Bankruptcy Code; and the Court having found the terms and conditions of AlixPartners’

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employment, including, but not limited to, the Fee and Expense Structure set forth in the Engagement Letter and Application, are reasonable under section 330 of the Bankruptcy Code; and the Court having jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that venue of this case and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having held a hearing on the Application; and the Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Application is in the best interest of the Debtors, their estates, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation, and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is approved as set forth in this Order.
2. Pursuant to sections 328(a) and 1103 of the Bankruptcy Code, the Committee is authorized to employ and retain AlixPartners as its financial advisor in connection with these Chapter 11 Cases effective as of September 10, 2025, and in accordance with the terms and conditions set forth in the Engagement Letter and the MacGreevey Declaration attached to the Application as **Exhibit B**, as modified by this Order.
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- b. The Debtors shall have no obligation to indemnify AlixPartners, or provide contribution or reimbursement to AlixPartners, for any claim or expense that is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from AlixPartners Party’s fraud, gross negligence, bad faith, fraud, or willful misconduct; or (ii) settled prior to a judicial determination as to AlixPartners gross negligence, willful misconduct, breach of fiduciary duty, or bad faith or self-dealing but determined by the Court after notice and hearing to be a claim or expense for which the AlixPartners Party should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order.
- 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, an AlixPartners Party believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, the AlixPartners Party must file an application therefor in the Court, and the Debtors may not pay any such amounts to the AlixPartners Party before the entry of an order

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9. AlixPartners shall provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Committee before any increases in the hourly rates set forth in the Application or the Engagement Letters are implemented. 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.

~~8.10.~~ Any limitation of liability set forth in the Engagement Letter, or otherwise, is hereby eliminated for the duration of these Chapter 11 Cases.

~~9.11.~~ The relief granted herein shall be binding upon any chapter 11 trustee appointed in these Chapter 11 Cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of these Chapter 11 Cases to cases under chapter 7.

~~10.12.~~ To the extent there is any inconsistency between this Order, the Engagement Letter and the Application, the terms of this Order shall govern.

~~11.13.~~ AlixPartners shall use its reasonable efforts to avoid any duplication of services provided by any of the other retained professionals in these Chapter 11 Cases.

~~12.14.~~ The Committee and AlixPartners are authorized and empowered to take all necessary actions to implement the relief granted in this Order.

~~13.15.~~ The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2025

THE HONORABLE ALFREDO R. PEREZ
UNITED STATES BANKRUPTCY JUDGE