

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

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

**WHITE & CASE LLP’S OBJECTION TO  
MODIVCARE TOPCO, LLC’S MOTION TO COMPEL**

White & Case LLP (“White & Case”), counsel for the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 cases, respectfully submits this objection to *Modivcare TopCo, LLC’s Motion to Compel White & Case, LLP to Respond to Discovery Requests* [Dkt. No. 1409] (the “Motion to Compel”) filed by ModivCare TopCo, LLC (“TopCo”).<sup>2</sup>

**PRELIMINARY STATEMENT**

1. TopCo’s objection to the W&C Fee Application is an unprecedented effort to disallow every dollar of fees earned by Committee counsel on the basis that counsel’s work was entirely frivolous. TopCo relies on a single statement allegedly made by a White & Case lawyer in the course of settlement discussions regarding prospective litigation costs as evidence of an

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

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in *White & Case LLP’s Reply in Support of Its Final Application for Allowance of Compensation and Reimbursement of Expenses for the Period from September 9, 2025 Through December 29, 2025* [Dkt. No. 1410] (the “Reply”) or *White & Case LLP’s Final Application for Allowance of Compensation and Reimbursement of Expenses for the Period from September 9, 2025 Through December 29, 2025* [Dkt. No. 1290] (the “W&C Fee Application”), as applicable.



alleged threat to pursue frivolous litigation. As explained in the Reply, the Federal Rules prevent the admission or consideration of the alleged statement, and the statement was neither sinister nor improper. TopCo nevertheless asks the Court to allow a fishing expedition through practically every file counsel generated in these chapter 11 cases and files from unrelated chapter 11 cases to develop its implausible and misguided narrative. And TopCo insists that it needs to do this now, before the Court has determined whether it can dispose of the fee objections based on the law and existing factual record.

2. The Court should deny the Motion to Compel for at least four reasons. *First*, the Court has already determined that it may be able to rule on the W&C Fee Application based on governing law, the comprehensive record in these chapter 11 cases, and the W&C Fee Application itself. *Second*, the Court has already determined that the Committee's confirmation objection was not frivolous, gutting the premise on which the fee objection is based. *Third*, TopCo's objection to the W&C Fee Application does not raise any legitimate issues of fact that would compel discovery, and courts routinely resolve objections like TopCo's on the existing record. The Court should follow the same process here, where TopCo has not even objected to specific time entries and instead pursues its baseless argument that all the fees should be disallowed. *Fourth*, TopCo's requests are overbroad and seek documents that are obviously protected from disclosure.

3. Alternatively, if the Court is not prepared to deny the Motion to Compel now, it should defer consideration until after the initial phase of this dispute.

### **BACKGROUND**

4. White & Case served as counsel to the statutorily-appointed Committee throughout these chapter 11 cases in accordance with a retention order this Court entered without objection. *See Order Authorizing the Employment and Retention of White & Case LLP as Counsel Effective as of September 9, 2025* [Dkt. No. 616]. White & Case worked diligently to fulfill its fiduciary

obligations to unsecured creditors. It filed Monthly Fee Statements and one Interim Fee Application in these chapter 11 cases reflecting this work.<sup>3</sup> No party objected to the Monthly Fee Statements or the Interim Fee Application. White & Case then filed the W&C Fee Application, which, in over fifty pages, detailed the benefits conferred on the estate, the work performed and its necessity, and included a comprehensive summary of expenses incurred. *See* W&C Fee Application.

5. TopCo filed the *Objection to Final Fee Application Filed by White & Case, LLP* [Dkt. No. 1354] (the “Fee Objection”). The Fee Objection argues that White & Case should not get paid for its work. *See generally* Fee Objection. It relies on baseless arguments and fabricated figures, as explained in detail in the Reply. *See* Reply ¶¶ 13-39.

6. On March 12, 2026, TopCo served sixteen overbroad and irrelevant discovery requests on White & Case, many of which sought all internal communications among White & Case personnel concerning various topics related to its representation of the Committee (the “Requests”), attached as **Exhibit A**. Other Requests seek *all* orders, opinions, and pleadings from *any* bankruptcy court in *any* case in which White & Case has *ever* served as counsel and *any* party alleged billing impropriety or sought fee reductions. *See* Ex. A at 5.

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<sup>3</sup> *White & Case LLP’s First Monthly Fee Statement for Allowance of Compensation and Reimbursement of Expenses for the Period from September 9, 2025 to and Including September 30, 2025* [Dkt. No. 684] (the “First Monthly Fee Statement”); *White & Case LLP’s Second Monthly Fee Statement for Allowance of Compensation and Reimbursement of Expenses for the Period from October 1, 2025 to and Including October 31, 2025* [Dkt. No. 882] (the “Second Monthly Fee Statement”); *White & Case LLP’s Third Monthly Fee Statement for Allowance of Compensation and Reimbursement of Expenses for the Period from November 1, 2025 to and Including November 30, 2025* [Dkt. No. 957] (the “Third Monthly Fee Statement”); *White & Case LLP’s Fourth Monthly Fee Statement for Allowance of Compensation and Reimbursement of Expenses for the Period from December 1, 2025 to and Including December 29, 2025* [Dkt. No. 1197] (the “Fourth Monthly Fee Statement” and, collectively with the First Monthly Fee Statement, Second Monthly Fee Statement, Third Monthly Fee Statement, the “Monthly Fee Statements”); *White & Case LLP’s First Interim Application for Allowance of Compensation and Reimbursement of Expenses for the Period from September 9, 2025 to and Including November 30, 2025* [Dkt. No. 1000] (the “Interim Fee Application”).

7. On April 2, 2026, White & Case served TopCo with responses and objections to the Requests (the “R&Os”), attached as **Exhibit B**. White & Case contended that the Requests were overbroad, not proportional to the needs of resolving the W&C Fee Application, and, critically, that internal law firm documents during an active engagement *about that engagement* are privileged. *See* Ex. B at 7-11, 14-21. Based on the overbreadth of the Requests and the fact that the vast majority of responsive documents are either privileged or publicly available, after lodging Request-specific objections, White & Case responded: “Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.” *Id.* at 8-22.

8. That same day, the parties met and conferred. White & Case’s position was straightforward: this Court can resolve the W&C Fee Application based on the law and the existing record without any additional discovery and, if the Court disagrees, it can provide guidance on the proper scope before the parties expend exorbitant time and resources on discovery. *See generally* Reply. TopCo rejected that position. It asserted (without supporting authority) that the R&Os failed to comply with applicable rules, insisted that White & Case could not object to the Requests without first identifying the universe of responsive documents and producing a privilege log, and argued that there was no need to negotiate custodians because the Requests made clear that they expected *all 54 timekeepers* that billed to the matter to be custodians. White & Case explained that the burden of collecting emails and documents across all 54 timekeepers is clear and would generate an overwhelming volume of documents requiring a privilege review.

9. On April 3, 2026, TopCo filed the Motion to Compel.

10. On April 6, 2026, the Court held a status conference and stated that it will consider the W&C Fee Application in two phases. *See* Hr’g Tr. (Apr. 6, 2026) at 5:1-20. In the first phase, the Court will make all determinations on the relief requested based on applicable law, the W&C Fee Application, and the existing evidentiary record. If any issues remain, the Court will conduct a subsequent evidentiary hearing, with the terms of any necessary discovery to be addressed after the initial phase. TopCo is seeking reconsideration of that ruling. *See Modivcare Topco, LLC’s Emergency Motion for Reconsideration of (I) Order Bifurcating Legal and Factual Issues and (II) Order Requiring Deposit of Funds into Court Registry* [Dkt. No. 1427] (“Motion to Reconsider”).

### ARGUMENT

#### **I. The Court Can and Should Resolve the W&C Fee Application Without the Requested Discovery**

11. Courts routinely rule on fee applications based on the supporting detail and the existing record from the case alone, without the need for additional evidence.<sup>4</sup> White & Case filed Monthly Fee Statements, the Interim Fee Application, and the W&C Fee Application, including detailed and specific time entries reflecting the firm’s work in six-minute increments, breakdown of the matter categories and timekeepers, and details of the expenses. *See* Monthly Fee Statements Ex. C; Interim Fee Application Exs. A-D; W&C Fee Application Exs. A-E. In addition to these supporting documents, the Court presided over the entirety of these chapter 11 cases. White & Case’s work culminated in the Committee’s plan objection and the five-day confirmation hearing where the Committee put forth its valuation case. The Court found the Committee’s methods

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<sup>4</sup> *See, e.g., In re Lawler*, 807 F.2d 1207, 1211–12 (5th Cir. 1987) (upholding the bankruptcy courts finding that “the time logs presented by the applicants with their application describe the services rendered by the applicants in sufficient detail and, together with the record of this case, adequately inform the Court as to the extent and quality of the applicants’ services”); *Wells Fargo Bank, N.A. v. Jones*, 391 B.R. 577, 591 (E.D. La. 2008) (“[T]he Fifth Circuit has ruled that the submission of legal invoices is sufficient evidence to affirm a district court’s fee award . . . . [T]he Court finds sufficient evidence of legal invoices, billing, and record keeping to uphold the Bankruptcy Court’s award.”) (citing *K3C Inc. v. Bank of Am., N.A.*, 204 F. App’x 455, 466–67 (5th Cir. 2006)).

“valid” and its expert “credible.” *See* Hr’g Tr. (Dec. 12, 2025), at 8:21-24, 9:7-11. In overruling the Committee’s objection, the Court deferred to the Debtors’ business judgment as to their financial projections and the impact of such projections on enterprise value. *See id.* at 6:2-9. The Court is best positioned to determine based on the existing record whether the Committee took frivolous legal positions contrary to the interests of the estates. The Court has already held that it may be able to rule on the W&C Fee Application without further discovery. *See* Hr’g Tr. (Apr. 6, 2026) at 5:1-20.

12. TopCo does not object to a single time entry, but nevertheless argues that it needs to know “how [White & Case’s] purported fees were generated.” *See* Mot. to Compel ¶¶ 6, 9, 65. White & Case’s detailed time entries provide clear explanation of the work performed, the people who performed that work, the amount of time each person spent on each task, and each timekeeper’s billing rate. Any internal communications regarding staffing decisions or guidance for performing assigned tasks is neither relevant nor necessary to the issue before the Court, and those communications would disclose privileged legal strategy. *Hickman v. Taylor*, 329 U.S. 495, 510–11 (1947) (“In performing his various duties, however, it is essential that a lawyer work with a certain degree of privacy, free from unnecessary intrusion by opposing parties and their counsel. Proper preparation of a client’s case demands that he assemble information . . . *prepare his legal theories and plan his strategy* without undue and needless interference.”) (emphases added); *Cedrone v. Unity Sav. Ass’n*, 103 F.R.D. 423, 429 (E.D. Pa. 1984) (“[I]t is inconceivable that an internal memorandum between attorneys in the same office concerning the representation of a client, utilizing confidential information provided by that client, could be anything but protected by the privilege.”).

13. The Court has an extensive record on which it can make its decision, including detailed fee statements, pleadings, deposition transcripts, expert reports, oral arguments, and the benefit of a five-day confirmation hearing where the Committee presented its arguments. No further discovery is needed.

## II. TopCo's Requests Are Overbroad and Improper

14. Federal Rule 26(b)(1) limits discovery to “any nonprivileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case.” *See* Fed. R. Civ. P. 26(b)(1); Fed. R. Bankr. P. 7026; *see also* Fed. R. Civ. P. 26(g)(1) (requesting party must ensure each discovery request is “not interposed for any improper purpose” and is “neither unreasonable nor unduly burdensome”); *Gondola v. USMD PPM, LLC*, 223 F. Supp. 3d 575, 580–81 (N.D. Tex. 2016) (noting that “the party seeking discovery is required to comply with Rule 26(b)(1)’s proportionality limits” by certifying that the request is “neither unreasonable nor unduly burdensome or expensive”). The burden is on the party seeking discovery to make the requests reasonable and readily understandable. *See Lopez v. Don Herring Ltd.*, 327 F.R.D. 567, 575 (N.D. Tex. 2018) (explaining that requests for production must be made with “reasonable particularity” so the responding party does not have to “ponder” or “speculate in order to decide what is and what is not responsive”) (quotations omitted) (citations omitted); *see also Bajarria v. Wal-Mart Stores Tex., LLC*, No. 4:24-CV-311, 2025 WL 871621, at \*1 (E.D. Tex. Mar. 20, 2025) (“The moving party bears the burden of showing that the materials and information sought are discoverable.”) (citing *Export Worldwide, Ltd. v. Knight*, 241 F.R.D. 259, 263 (W.D. Tex. 2006)). The request must also not infringe on the attorney client privilege or attorney work product. *See Hickman*, 329 U.S. at 510 (“Not even the most liberal of discovery theories can justify unwarranted inquiries into the files and the mental impressions of an attorney.”).

15. TopCo’s suggestion that White & Case should have unilaterally narrowed the Requests to try to get them within a reasonable scope flips the burden. *See* Mot. to Compel ¶ 49 (“White & Case never proposed any limitation to this request.”). The onus to provide reasonable and understandable requests is on the party seeking production. *See Lopez*, 327 F.R.D. at 575–76; 8A Wright & Miller’s Federal Practice & Procedure § 2211 (“Many cases have said that the things to be produced should be described with reasonable particularity.”). TopCo’s position also rings hollow because it has insisted that the Requests are to be responded to as drafted. *See* Mot. to Compel ¶¶ 4, 31, 39 (mischaracterizing the Requests as “narrowly tailored” and “limited”). During the parties’ meet and confer, TopCo stated that all 54 timekeepers must serve as document custodians.<sup>5</sup> For each Request that seeks all communications among White & Case employees (more than half of the Requests), White & Case would be required to perform a document-by-document privilege review, rendering compliance extraordinarily burdensome and disproportionate to any legitimate need. *See, e.g., Panini Am., Inc. v. Fanatics, Inc.*, No. 23-CV-09714-LTS-VF, 2026 WL 146004, at \*2 (S.D.N.Y. Jan. 20, 2026) (upholding the magistrate judges finding that “it is not readily apparent that [the] disputed custodians will have unique, relevant documents not captured by [the] proposed custodians” and thus “the discovery sought was not proportional to the needs of the case”); *Dale v. Deutsche Telekom AG*, No. 22 C 3189, 2024 WL 4416761, at \*3 (N.D. Ill. Oct. 4, 2024) (“[F]rankly, fifty custodians is a lot. And, it’s really a lot when they are essentially all of the requesting parties’ choosing.”).

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<sup>5</sup> TopCo seeks documents from all “White & Case Personnel,” which it defines as “any partner, associate, counsel, staff attorney, paraprofessional, legal assistant, project manager, litigation specialist, billing coordinator, finance department employee, or any other person employed by or affiliated with White & Case LLP who performed any function in connection with the Engagement.” Ex. A, Requests at 2. White & Case objected to this definition “as vague and ambiguous, overbroad, seeking to impose burden and expense that outweigh any benefit, and not proportional to the needs of the W&C Fee Application, because it purports to include ‘any other person . . . affiliated with White & Case.’” Ex. B, R&Os at 6. White & Case instead proposed a more reasonable definition of referring to those employed by White & Case. *Id.*

16. TopCo fails to articulate why its Requests are proper. Specifically:
- a) Requests 1-3, 13-14. TopCo seeks communications concerning internal staffing and management decisions. Mot. to Compel ¶¶ 33-38. White & Case’s staffing decisions are not relevant to the Court’s inquiry under section 330(a)(3) of the Bankruptcy Code.<sup>6</sup> The benefit of any such discovery to TopCo is disproportional to the burden on White & Case given the substantial time it would take to collect all such materials. Any responsive documents would be subject to privilege and protection from disclosure.<sup>7</sup>
  - b) Request 4. TopCo seeks communications related to the supposed statement made in a settlement meeting regarding the cost of litigation,<sup>8</sup> arguing that the Request expressly excludes counsel’s “legal strategy or mental impressions.” *Id.* ¶¶ 40-41. But there is no search that can filter a lawyer’s mental impressions

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<sup>6</sup> See 11 U.S.C. § 330(a)(3) (listing six factors to consider when analyzing “reasonable compensation,” including the time and rates charged, the necessity and benefit of the services, the efficiency with which they were performed given the case’s complexity, the professional’s expertise, and whether the requested fees are consistent with those charged by similarly skilled practitioners outside of bankruptcy.).

<sup>7</sup> TopCo’s argument that internal billing and staffing communications “do not, in the ordinary course, involve client confidences or legal advice and therefore are not protected by the attorney-client privilege” or the work-product doctrine fundamentally misunderstands how work is allocated among large teams in law firms. See Mot. to Compel ¶¶ 33-38.

<sup>8</sup> TopCo claims that the alleged threat was made during a global settlement conference and in “further phone conversations” or “separate communications” with unidentified “counsel for the Consenting Creditors.” See Fee Objection ¶¶ 15-17; Mot. to Reconsider ¶ 25. Presumably, this refers to Kris Hansen of Paul Hastings LLP, former counsel to the Consenting Creditors, with whom all substantive conversations regarding resolution of the cases occurred. For all the reasons explained in this objection and the Reply, the W&C Fee Application and Fee Objection can and should be resolved without any discovery concerning these settlement discussions. But if that discovery does occur it will show that every conversation between White & Case and Mr. Hansen was courteous, forthright and professional. It will also show that Mr. Hansen and Debtors’ counsel, George Klidonas, accurately understood the legitimate point being made by White & Case during these settlement discussions and in no case ever felt threatened or extorted. Discovery would have to include testimony from all of these lawyers concerning the settlement conduct of all parties, including that of the Consenting Creditors, to understand the true reason why this matter did not settle. Rule 408 closes that door for a reason. The Court should follow Rule 408 and not allow that unnecessary and expensive exercise. See Reply ¶¶ 13-19.

from its preparation for a settlement meeting. Any such communications are litigation strategy by their very nature.

- c) Requests 5-7. TopCo demands that White & Case produce publicly filed documents concerning objections to its fees in all cases *other than this one* in an effort to unearth “a broader, repeated pattern” of “similar misconduct.” *Id.* ¶¶ 45-55. This Request bears no relevance as to whether the documented fees in these cases are reasonable under section 330 of the Bankruptcy Code. TopCo states that “ModivCare has no way of knowing which cases to search for.” *Id.* ¶ 52. TopCo’s counsel presumably has access to the same legal research platforms that White & Case would use to respond to this inquiry, which has no temporal, geographic, or subject matter limitation. TopCo can conduct its own diligence if it wants to argue a pattern of conduct.
- d) Request 8. TopCo states that it is entitled to communications regarding the Consenting Creditors’ reservation of rights, filed in response to White & Case’s Interim Fee Application. *Id.* ¶¶ 56-66. TopCo is capable of reviewing the W&C Fee Application to determine if the firm altered its billing and staffing practices following the reservation of rights. Any internal communications would necessarily implicate legal strategy.
- e) Request 9. TopCo argues that it is entitled to all communications concerning preparation of the W&C Fee Application as probative of whether the W&C Fee Application accurately reflects work performed, including whether time entries were reassigned across project codes or allocated across multiple categories. *Id.* ¶¶ 67-71. As an initial matter, any drafts or communications concerning the

strategy of any pleadings is protected from disclosure as privileged. *See BankDirect Cap. Fin., LLC v. Cap. Premium Fin., Inc.*, 326 F.R.D. 176, 183 (N.D. Ill. 2018) (“[A]most all courts have concluded that the process of drafting and editing, reflecting as it often does both requests for and provision of, legal advice, is protected by the attorney-client privilege.”); *Cedrone*, 103 F.R.D. at 429 (“[I]t is inconceivable that an internal memorandum between attorneys in the same office concerning the representation of a client . . . could be anything but protected by the privilege.”). Regardless, TopCo did not object to any specific time entries, and it is not entitled to additional discovery to argue that they are not accurate or properly categorized.

- f) Request 10. TopCo claims that it is entitled to “[a]ll deposition outlines” to determine if the work product justified the amount of time spent, as if that removes such materials from the definition of attorney work product. *Cf. United States v. Textron Inc. & Subsidiaries*, 577 F.3d 21, 26 (1st Cir. 2009) (listing “outlines of cross examination” as a quintessential type of attorney work product); *In re Kaiser Aluminum & Chem. Co.*, 214 F.3d 586, 593 (5th Cir. 2000) (noting that work product privilege applies “as long as the primary motivating purpose behind the creation of the document was to aid in possible future litigation” (quoting *United States v. El Paso Co.*, 682 F.2d 530, 542 (5th Cir. 1982) (quoting *United States v. Davis*, 636 F.2d 1028, 1040 (5th Cir. 1981))))). Deposition outlines reflect counsel’s strategic judgment about which witnesses to examine, which topics to pursue, what documents are considered of the utmost importance, and how to sequence questions. TopCo’s suggestion

that White & Case may simply “redact” mental impressions from a deposition outline fundamentally misunderstands that a deposition outline is, in its entirety, attorney mental impressions. The Request also has no legitimate purpose and seeks only proof that deposition outlines were created. The proof is in the W&C Fee Application and the sixteen deposition transcripts that show counsel’s work.

g) Requests 15-16. TopCo claims that it is entitled to time entry metadata to determine whether time entries were recorded contemporaneously or reconstructed, whether entries were modified before submission, and whether the W&C Fee Application reflects actual work performed. Mot. to Compel ¶¶ 79-87. TopCo argues that the burden is minimal and that law firms typically maintain this information as part of standard billing practices. *Id.* ¶ 83. It is not. These Requests seek forensic-level billing system data—audit trails, metadata, and modification histories across 54 timekeepers over a 111-day engagement—that goes far beyond anything proportional to a fee application dispute. The existing record, including the detailed time entries submitted with each of the Monthly Fee Statements, is more than sufficient for this Court to assess the reasonableness of White & Case’s fees.

### **III. White & Case’s Responses and Objections Are Proper.**

17. The Motion to Compel is replete with mischaracterizations of applicable law and unclear assertions, particularly related to privilege, general objections, and their assertions that White & Case needs to quantify the costs or run searches to show a burden under Federal Rule of Civil Procedure 26(g). *See generally id.*

18. **First**, regarding the privilege objections in the R&Os, TopCo states that “internal communications regarding billing practices, staffing, and fee preparation . . . do not implicate privileged legal advice.” *Id.* ¶ 27. As explained above, that position is wrong as a matter of law. *See supra* ¶ 16. TopCo further argues that because White & Case had a “blanket” privilege objection, that attorney client privilege has been “waived.” Mot. to Compel ¶ 28. This assertion has no support in the Federal Rules of Civil Procedure, the Federal Rules of Evidence, or any other authority. *See* Fed. R. Civ. P. 26(b)(3)-(5), 34(b)(2)(D); Fed. R. Evid. 502. A blanket privilege assertion does not waive privilege—it preserves it, pending the ordinary process by which parties negotiate the scope of production, agree on custodians and search terms or take their issues to the court, collect documents, and then produce a privilege log identifying specific documents withheld. Finally, for Requests that did not appear to limit the scope of relevant documents to those within White & Case’s possession, as a courtesy, White & Case specifically referenced in the R&Os that there are non-privileged documents in the Reorganized Debtors’ possession that would be responsive to that request. *See, e.g.*, Ex. B, R&Os at 17-18 (Request 11).

19. **Second**, TopCo’s allegations that “general” and “boilerplate” objections are improper misunderstands the rules. Mot. to Compel ¶ 19. General objections are disfavoured when they are divorced from the requests at issue. *Disedare v. Brumfield*, No. 22-2680, 2023 WL 3496395, at \*5 (E.D. La. May 17, 2023) (“[G]eneral objections must raise specific objections and correspond to specific discovery requests. Where a general objection is connected both to the facts of the case and specific discovery requests, they are proper . . .”) (footnote omitted); *Amos v. Taylor*, No. 4:20-CV-7-DMB-JMV, 2020 WL 7049848, at \*8 (N.D. Miss. Dec. 1, 2020) (noting that general objections “serve as an efficient response” as long as they raise “specific objections” that correspond to “specific discovery requests”); *Mahalingam v. Wells Fargo Bank, N.A.*, 349

F.R.D. 127, 143 (N.D. Tex. 2023) (“For objections that deserve the label ‘boilerplate,’ counsel’s repeating them in response to more than one discovery request is not the problem; counsel’s failing to explain the basis for them as to each individual discovery request is.”). That is simply not the case here. Each general objection in the R&Os was asserted because it applies across all sixteen Requests. *See, e.g.*, Ex. B, R&Os at 3 (objecting that the Requests lack the typical instruction of applying a temporal limitation across all requests unless otherwise noted); *id.* at 2 (objecting because each of the sixteen Requests begin with the facially overbroad and disfavoured “all” documents or communications); *id.* (objecting because no additional discovery is necessary to resolve the W&C Fee Application so the burden to collect and review any documents is not proportional to the needs of the case); *id.* at 3 (objecting because the Requests target facially privileged documents and attorney work product).

20. TopCo’s sole authority for its argument is easily distinguishable. *See Heller v. City of Dallas*, 303 F.R.D. 466 (N.D. Tex. 2014). In *Heller*, the court had already granted in part a motion to compel and found that the defendant failed to consider whether there was “a factual basis for an objection” or to explain how any “request exceeds or conflicts with the scope of permissible discovery.” *Id.* at 484, 491. That is simply not the case here where each R&O detailed the grounds for the objection for each Request. *See* Ex. B, R&Os at 7-22. And in doing so, the R&Os complied with the standards the *Heller* court enumerated: “A party served with written discovery must . . . affirmatively explain what portion of the interrogatory or document request is not objectionable and the subject of the answer or response, and affirmatively explain whether any responsive information or documents have been withheld.” *Id.* at 484. Moreover, the *Heller* court found the defendant’s privilege assertions permissible and refused to grant sanctions for the generalized objections. *Id.*

21. *Third*, TopCo provides no support for its assertion that a party “cannot claim that a request is unduly burdensome while simultaneously admitting that it has not conducted any search for responsive documents.” Mot. to Compel. ¶ 36. This is not surprising. The Federal Rules provide that objections to discovery requests need only be a “belief formed after a reasonable inquiry.” Fed. R. Civ. P. 26(g). The advisory committee note explains that “the duty to make a ‘reasonable inquiry’ is satisfied if the investigation undertaken by the attorney and the conclusions drawn therefrom are reasonable under the circumstances.” Fed. R. Civ. P. 26(g), Advisory Committee’s Note (1983). White & Case does not need to quantify the costs and run searches to illustrate its burden to comply with the Requests. The burden is clear. Collecting tens of thousands electronic communications, drafts of pleadings, internal memoranda, deposition materials, and other documents from 54 custodians across a complex restructuring engagement would undoubtedly be burdensome. That burden is then compounded by the fact that a document-by-document privilege review will be necessary before any production could be made. Under TopCo’s logic, parties subject to a discovery request would have to suffer the burden of the very discovery they object to before they can make a permissible objection. This is not the law.

### **CONCLUSION**

22. The Court has all of the necessary information to adjudicate the W&C Fee Application. Even if the Court decides that discovery is warranted, TopCo’s Requests are untenable, and White & Case’s R&Os are proper. For the foregoing reasons, White & Case respectfully requests that the Court deny the Motion to Compel, or, alternatively, defer consideration until the Court determines that it requires additional evidence to adjudicate the W&C Fee Application.

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April 24, 2026  
Houston, Texas

*/s/ Charles R. Koster*

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**CERTIFICATE OF SERVICE**

I certify that on April 24, 2026, I caused a copy of the foregoing document to be served via the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

*/s/ Charles R. Koster*

\_\_\_\_\_  
Charles R. Koster

**EXHIBIT A**

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

**IN RE:** §  
§  
**MODIVCARE, INC.** §  
§  
**DEBTOR** §

**CASE NO. 25-90309**

**MODIVCARE TOPCO, LLC'S REQUESTS FOR PRODUCTION  
TO WHITE & CASE, LLP**

To: White & Case, LLP via U.S. mail to 1221 Avenue of the Americas, New York, New York 10020, and via email to the following individuals on March 12, 2026:

- Charles Koster (charles.koster@whitecase.com)
- Ashley Chase (ashley.chase@whitecase.com)
- Scott Greissman (sgreissman@whitecase.com)
- Gregory F Pesce (gregory.pesce@whitecase.com)
- Christopher Shore (cshore@whitecase.com)
- Jason N. Zakia (jzakia@whitecase.com)
- Andrew Zatz (azatz@whitecase.com)

Pursuant to FED. R. CIV. P. 34, ModivCare Topco, LLC (“**ModivCare**”) serves this Requests for Production to White & Case, LLP (“**W&C**”). W&C’s responses shall be served on ModivCare through its attorneys, Walker & Patterson, P.C. c/o Miriam T. Goott, by electronic transmission at mgoott@walkerandpatterson.com, within thirty (30) days of service of these Requests.

## DEFINITIONS AND INSTRUCTIONS

**For purposes of these Request for Production, the following definitions apply:**

1. **"Billing Practices"** means any policies, directives, instructions, guidance, goals, targets, expectations, or commentary relating to the recording of time, the volume of hours billed or to be billed, the staffing of matters or tasks, the number of timekeepers assigned to any task or matter, the rates charged, voluntary reductions or write downs, or the review, revision, or editing of time entries.
2. **"Communication"** means any email, memorandum, instant message, text message, Slack message, Microsoft Teams message, or other written or electronic correspondence. Nothing in this definition is intended to require the production of communications protected by the attorney-client privilege or attorney work-product doctrine concerning legal strategy or mental impressions regarding the substantive legal issues in the Engagement.
3. **"Engagement"** means White & Case's retention as counsel to the Official Committee of Unsecured Creditors in In re ModivCare Inc., Case No. 25-90309, filed in the United States Bankruptcy Court for the Southern District of Texas.
4. **"Final Fee Application"** means the White & Case LLP's Final Application for Allowance of Compensation and Reimbursement of Expenses for the Period September 9, 2025 through December 29, 2025 filed by White & Case at ECF No. 1290.
5. **"Objection"** means the objection filed at ECF No. 1354 to White & Case LLP's Final Application for Allowance of Compensation and Reimbursement of Expenses for the Period September 9, 2025 through December 29, 2025 filed by White & Case at ECF No. 1290.
6. **"White & Case Personnel"** means any partner, associate, counsel, staff attorney, paraprofessional, legal assistant, project manager, litigation specialist, billing coordinator, finance department employee, or any other person employed by or affiliated with White & Case LLP who performed any function in connection with the Engagement.
7. **"Deposition Materials"** means any outline, script, question list, topic list, memorandum, template, or other preparatory document created, drafted, revised, or used by any White & Case Personnel in connection with the preparation for or conduct of any deposition taken during the

Engagement, including any subsequent iteration, revision, or adaptation of any such document for use in a later deposition.

**INSTRUCTIONS**

To the extent White & Case withholds any responsive document on the basis of attorney client privilege or work product protection, White & Case shall produce a privilege log identifying each withheld document by date, author, recipient, subject matter, and the specific privilege asserted.

**REQUESTS FOR PRODUCTION**

**REQUEST NO. 1:**

All Communications among White & Case Personnel concerning Billing Practices in connection with the Engagement, including but not limited to any communications regarding the volume of hours to be billed to the Engagement, any targets or expectations regarding fees to be generated from the Engagement, or any instructions or guidance regarding increasing or decreasing the amount of time recorded by any timekeeper on any task or matter.

**REQUEST NO. 2:**

All Communications among White & Case Personnel concerning the staffing of the Engagement, including but not limited to any communications regarding the number of timekeepers to be assigned to any hearing, deposition, committee call, drafting task, or document review project, or any communications regarding whether particular timekeepers should bill time to the Engagement or to any particular task within the Engagement.

**REQUEST NO. 3:**

All Communications among White & Case Personnel concerning the review, revision, editing, reduction, or write down of time entries recorded in connection with the Engagement, including but not limited to any communications regarding the "voluntary reductions" referenced in the Final Fee Application, any communications identifying specific entries to be reduced or written off, any communications regarding whether particular time entry descriptions should be revised before submission, and any communications regarding the criteria applied in determining which entries to reduce.

**REQUEST NO. 4:**

All Communications among White & Case Personnel concerning the \$30 million demand referenced in the Objection, to the extent such communications relate to Billing Practices or the relationship between the demand and the anticipated or actual level of professional fees in the Engagement. This Request does not seek communications reflecting legal strategy or mental impressions.

**REQUEST NO. 5:**

All orders, opinions, rulings, or decisions issued by any bankruptcy court in any case in which White & Case LLP served as counsel, that reduced, denied, or disallowed fees or expenses sought by White & Case on the basis of overstaffing, excessive billing, duplicative services, block billing, vague or insufficient time entries, unnecessary litigation, scorched earth litigation tactics, litigation tactics generally, billing for services not reasonably likely to benefit the estate, billing for services not necessary to the administration of the case, frivolous or baseless pleadings, conduct adversarial to the estate, or any other billing practice or litigation conduct that resulted in a judicial finding that fees requested by White & Case were unreasonable, unnecessary, or otherwise not compensable.

**REQUEST NO. 6:**

All pleading filed in any bankruptcy court in any case in which White & Case LLP served as counsel that alleged or asserted that White & Case LLP: (a) overstaffed matters; (b) excessively billed; (c) duplicated services; (d) engaged in block billing; (e) submitted vague or insufficient time entries; (f) pursued unnecessary litigation; (g) employed “scorched earth” litigation tactics or other improper litigation tactics; (h) billed for services not reasonably likely to benefit the estate; (i) billed for services not necessary to the administration of the case; (j) filed frivolous or baseless pleadings; or (k) engaged in conduct adverse to the estate.

**REQUEST NO. 7:**

All pleadings filed in any bankruptcy court in any case in which White & Case LLP served as counsel in which any party requested, sought, or argued for the reduction, denial, modification, or disallowance of any attorney’s fees or costs requested by White & Case LLP, regardless of whether such request or objection was sustained, overruled, or otherwise resolved.

**REQUEST NO. 8:**

All Communications among White & Case Personnel referencing the Consenting Creditors' Statement filed at Docket No. 589, to the extent such communications relate to Billing Practices, staffing decisions, or the volume of fees being generated in the Engagement. This Request does not seek communications reflecting legal strategy or mental impressions regarding the substantive

response to the Statement, but solely communications regarding whether and how the Statement should affect billing or staffing decisions.

**REQUEST NO. 9:**

All Communications among White & Case Personnel concerning the preparation, drafting, or review of the Final Fee Application, including but not limited to any communications regarding the assignment or reassignment of time entries to project codes or billing categories, any communications regarding the allocation of time entries across multiple project categories, any communications regarding the "overlap" between project categories that White & Case acknowledges in the Final Fee Application, any communications regarding which project code a particular time entry should be billed to or categorized under, any communications regarding the narrative descriptions included in the Final Fee Application, and any communications regarding how the work performed by White & Case Personnel should be presented, described, or organized in the Final Fee Application.

**REQUEST NO. 10:**

All deposition outlines prepared, drafted, revised, or used by any White & Case Personnel in connection with any deposition taken during the Engagement. White & Case may redact portions of any deposition outline reflecting attorney strategy, confidential client information, or other protected work product to address any privilege concerns.

**REQUEST NO. 11:**

All documents sufficient to show any internal budget, fee estimate, fee projection, or anticipated fee range prepared, drafted, or considered by White & Case LLP in connection with the Engagement, regardless of whether such budget, estimate, projection, or range was finalized, approved, or filed.

**REQUEST NO. 12:**

All Communications among White & Case Personnel concerning whether a budget, fee estimate, fee projection, or anticipated fee range should be prepared or filed in connection with the

Engagement, including any Communications discussing reasons for preparing, not preparing, filing, or not filing such a budget or estimate.

**REQUEST NO. 13:**

All Communications among White & Case Personnel concerning whether the professional fees incurred or anticipated to be incurred in connection with the Engagement were excessive, unusually high, disproportionate to the matters at issue, likely to draw objection, or otherwise at risk of reduction or disallowance by the Court.

**REQUEST NO. 14:**

All Communications among White & Case Personnel concerning the entry of time after the work was performed, including any Communications concerning delayed time entry, reconstruction of time entries, or instructions to enter time for prior dates.

**REQUEST NO. 15:**

All documents sufficient to show the date and time each time entry billed to the Engagement was created, entered into White & Case LLP's billing system, modified, or submitted for billing, including any audit logs, metadata, or system reports reflecting the creation, modification, and history of such entries.

**REQUEST NO. 16:**

All documents sufficient to identify the billing or timekeeping system used by White & Case LLP in connection with the Engagement,

Dated: March 12, 2026

Respectfully submitted,

By: /s/ Miriam Goott

Miriam T. Goott

Attorney-in-charge

SBN 24048846

**COUNSEL FOR  
MODIVCARE TOPCO,  
LLC**

OF COUNSEL:

Walker & Patterson, P.C.  
P.O. Box 61301  
Houston, TX 77208  
(713) 956-5577 (telephone)  
[mgott@walkerandpatterson.com](mailto:mgott@walkerandpatterson.com)

**CERTIFICATE OF SERVICE**

I, Miriam T. Gott, hereby certify that a true and correct copy of the foregoing **Requests for Production** has been served upon White & Case LLP, via U.S. mail at 1221 Avenue of the Americas, New York, New York 10020, and via email to the following individuals on March 12, 2026:

- Charles Koster ([charles.koster@whitecase.com](mailto:charles.koster@whitecase.com))
- Ashley Chase ([ashley.chase@whitecase.com](mailto:ashley.chase@whitecase.com))
- Scott Greissman ([sgreissman@whitecase.com](mailto:sgreissman@whitecase.com))
- Gregory F Pesce ([gregory.pesce@whitecase.com](mailto:gregory.pesce@whitecase.com))
- Christopher Shore ([cshore@whitecase.com](mailto:cshore@whitecase.com))
- Jason N. Zakia ([jzakia@whitecase.com](mailto:jzakia@whitecase.com))
- Andrew Zatz ([azatz@whitecase.com](mailto:azatz@whitecase.com))

By: /s/ Miriam T. Gott  
Miriam T. Gott

**EXHIBIT B**



objections on any ground that would require or permit the exclusion of the response, or any portion of the response, if the response were offered into evidence. White & Case objects as follows:

1. White & Case objects to each Definition, Instruction, and Request to the extent they purport to impose different or broader requirements or obligations than those contained in the Federal Rules, the Bankruptcy Rules, the Local Rules of the United States District Court for the Southern District of Texas, the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas, or any other applicable law, rule, or order of this Court (collectively, the “**Rules**”). White & Case will construct and respond to the Requests in a manner consistent with White & Case’s obligations under the Rules.

2. White & Case objects to the Requests to the extent that they purport to require White & Case to conduct anything beyond a reasonable search for readily accessible information relevant, probative, and proportional to the needs of assessing the relief sought in *White & Case LLP’s Final Application for Allowance of Compensation and Reimbursement of Expenses for the Period From September 9, 2025 Through December 29, 2025* [Dkt. No. 1290] (the “**W&C Fee Application**”).

3. White & Case objects to the Requests to the extent that they are overbroad, unduly burdensome, cumulative, or duplicative, not proportional to the needs of the case, or designed to harass White & Case. White & Case objects to the Requests to the extent that they call for the production of “all” or “any” Documents pertaining to a subject on the grounds that such Requests are overly broad, unduly burdensome and not proportional to the needs of the case so as to make it impossible to identify the limits of the inquiry. To the extent White & Case produces documents in response to any Request, White & Case does not represent that “all” or “any” documents responsive to any Request will be collected or produced.

4. White & Case objects to each and every Request to the extent that it is not reasonably limited in time or otherwise not limited to a time frame relevant to the W&C Fee Application. Each such Request is overly broad, unduly burdensome, and seeks the discovery of information or documents that are not relevant to the subject matter of this proceeding and/or not proportional to the needs of this case.

5. White & Case objects to the Requests to the extent that they seek disclosure of documents or information protected from disclosure by the attorney-client privilege, the work-product doctrine, the common interest or joint defense privilege, or any other protection, privilege or immunity against disclosure available under any applicable law (collectively, “**Privileged Materials**”). To the extent White & Case produces documents, White & Case will not produce any Privileged Materials. White & Case expressly reserves the right to redact non-responsive, proprietary, commercially sensitive, privileged or protected portions of any documents that may be produced in response to the Requests. Pursuant to Federal Rule of Evidence 502(d) as well as any other applicable laws, rules, regulations, court orders, or agreements, if any Privileged Material is inadvertently produced or disclosed, White & Case does not waive or intend to waive any privilege or immunity from discovery pertaining to such Privileged Material or to any other documents or information and reserves the right to demand the return of all copies of any such document(s). To the extent that there are inconsistencies in the types of privilege or other protections asserted with respect to various copies of the same document, the most comprehensive privilege or protection is intended to apply to all copies of such document.

6. White & Case objects to the Requests to the extent that they seek documents containing confidential, personal, private, proprietary, or sensitive business information; or information protected from disclosure by any law (including, but not limited to, foreign laws),

court order, or any agreement with respect to confidentiality or non-disclosure (collectively, “**Confidential Materials**”). White & Case reserves the right to redact any documents that may be produced including, but not limited to, the right to redact personally identifying information.

7. White & Case objects to each Request to the extent it expressly or impliedly assumes the existence of facts or circumstances that do not or did not exist, or states or assumes legal or factual conclusions. White & Case does not admit any factual or legal premise in these Requests. White & Case’s Responses and Objections should not be construed as: (a) any admission as to the propriety of any Request; (b) an agreement as to erroneous assumptions or incorrect factual predicates contained in any Request; (c) an acknowledgment that documents or other items responsive to any Request exist; (d) a waiver of the General Objections or the objections asserted in response to specific Requests; (e) an admission as to the relevance or admissibility into evidence of any documents, items, materials, communications, or information; (f) an admission, concession, or waiver as to the validity of any claim or defense; or (g) an agreement that requests for similar documents, items, materials, communications, or information will be treated similarly.

8. White & Case objects to each Request to the extent that it seeks information that is in the possession, custody, or control of the Reorganized Debtors, publicly available, or can be obtained from another more convenient, less expensive, or less burdensome source.

9. White & Cases objects to each Request to the extent that it seeks to impose an obligation to provide information not in White & Case’s possession, custody, or control, or to create documents that do not exist.

10. To the extent any term defined or used in the Requests is used in responding to the Requests, it is not accepted or conceded that any such term or definition is appropriate, descriptive

or accurate.

11. White & Case objects to each Request to the extent that it requires White & Case to search for and produce electronically stored documents from sources that are not reasonably accessible because of undue burden or cost.

12. White & Case preserves (a) all rights to object on any ground to the use of any document or information produced in response to the Requests or the subject matter thereof, in any proceeding; and (b) all rights to object on any ground to any request for further responses to the Requests or any other document request.

13. Any documents produced in response to any Request are solely for use in these chapter 11 cases and shall be governed by the terms of the *Confidentiality Agreement and Stipulated Protective Order* [Dkt. No. 174] (the “**Protective Order**”).

14. The Responses and Objections represent White & Case’s present knowledge, information, and belief. White & Case reserves the right to supplement, amend, correct, clarify or modify these responses and objections as additional information becomes known, including based on discovery and future developments in this action.

### **OBJECTIONS TO DEFINITIONS**

White & Case objects to the following definitions in the Requests. The failure to object to any of the definitions shall not be deemed a waiver of any objections or a concession that any of the definitions are factually accurate.

1. White & Case objects to the Definition of “Billing Practices” as it contains improper assumptions concerning alleged billing “goals, targets, [or] expectations” and “revision or editing of time entries.” White & Case further objects to the Definition of “Billing Practices” as vague and ambiguous for its use of “commentary” and “volume of hours,” which are undefined.

2. White & Case objects to the Definition of “Communication” to the extent that it purports to impose burdens or obligations on White & Case that are broader than, inconsistent with, or not authorized by the Rules. White & Case further objects to this Definition on the grounds that it is overbroad, unduly burdensome, seeks to impose burden and expense that outweigh their benefits, and is not proportional to the needs of the W&C Fee Application.

3. White & Case objects to the Definition of “White & Case Personnel” as vague and ambiguous, overbroad, seeking to impose burden and expense that outweigh any benefit, and not proportional to the needs of the W&C Fee Application, because it purports to include “any other person . . . affiliated with White & Case.” White & Case will understand “White & Case Personnel” to refer only to those employed by White & Case.

4. White & Case objects to the Definition of “Deposition Materials” as overbroad, seeking to impose burden and expense that outweigh any benefit, and not proportional to the needs of the W&C Fee Application especially in light of its purported inclusion of “any subsequent iteration, revision, or adaptation of any such document for use in a later deposition.” White & Case will understand “Deposition Materials” to refer to the specific materials enumerated in the Definition without reference to “any subsequent iteration, revision, or adaptation of any such document for use in a later deposition.”

5. White & Case objects to the terms or phrases defined by the Debtors to the extent that those terms and phrases are vague or ambiguous or beyond their customary meanings. White & Case has made reasonable efforts to understand the terms in the Requests as used in context, but White & Case makes its responses and objections based on its understanding of such terms and reserves the right to amend the responses and objections herein if the Reorganized Debtors assert different meanings of such terms.

## **OBJECTIONS TO INSTRUCTIONS**

White & Case objects to the Instructions. The Requests target the production of materials from White & Case, a law firm, related to work completed by White & Case during its retention in the above-captioned cases. The burden to review and log Privileged Materials in response to such Requests is excessive and not proportional to the needs of the W&C Fee Application. To the extent White & Case withholds any information on the basis of privilege, White & Case will seek to meet and confer regarding the Instructions as they relate to a privilege log.

## **SPECIFIC OBJECTIONS AND RESPONSES**

Subject to and without waiving the foregoing General Objections, which are hereby expressly incorporated into each of the following specific objections and responses as if fully set forth therein, White & Case responds to the Reorganized Debtors' specific Requests as follows:

### **REQUEST FOR PRODUCTION NO. 1**

All Communications among White & Case Personnel concerning Billing Practices in connection with the Engagement, including but not limited to any communications regarding the volume of hours to be billed to the Engagement, any targets or expectations regarding fees to be generated from the Engagement, or any instructions or guidance regarding increasing or decreasing the amount of time recorded by any timekeeper on any task or matter.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 1**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks "All Communications" without limitation. White & Case further objects to this Request on the basis

that it is vague and ambiguous, including because it requests production of communications concerning “Billing Practices,” a vague and ambiguous term as defined in the Requests. White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request as seeking information already in the Reorganized Debtors’ possession and refers the Reorganized Debtors to communications by and among White & Case and Latham & Watkins, LLP concerning weekly budgets for work performed by White & Case during the Engagement.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 2**

All Communications among White & Case Personnel concerning the staffing of the Engagement, including but not limited to any communications regarding the number of timekeepers to be assigned to any hearing, deposition, committee call, drafting task, or document review project, or any communications regarding whether particular timekeepers should bill time to the Engagement or to any particular task within the Engagement.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 2**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and

not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

### **REQUEST FOR PRODUCTION NO. 3**

All Communications among White & Case Personnel concerning the review, revision, editing, reduction, or write down of time entries recorded in connection with the Engagement, including but not limited to any communications regarding the “voluntary reductions” referenced in the Final Fee Application, any communications identifying specific entries to be reduced or written off, any communications regarding whether particular time entry descriptions should be revised before submission, and any communications regarding the criteria applied in determining which entries to reduce.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 3**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to this Request as seeking

documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request to the extent it is duplicative of Request No. 1.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

#### **REQUEST FOR PRODUCTION NO. 4**

All Communications among White & Case Personnel concerning the \$30 million demand referenced in the Objection, to the extent such communications relate to Billing Practices or the relationship between the demand and the anticipated or actual level of professional fees in the Engagement. This Request does not seek communications reflecting legal strategy or mental impressions.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 4**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to the phrase “relationship between the demand and the anticipated or actual level of professional fees” as vague and ambiguous. White & Case further objects to this Request as seeking documents or information

protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

#### **REQUEST FOR PRODUCTION NO. 5**

All orders, opinions, rulings, or decisions issued by any bankruptcy court in any case in which White & Case LLP served as counsel, that reduced, denied, or disallowed fees or expenses sought by White & Case on the basis of overstaffing, excessive billing, duplicative services, block billing, vague or insufficient time entries, unnecessary litigation, scorched earth litigation tactics, litigation tactics generally, billing for services not reasonably likely to benefit the estate, billing for services not necessary to the administration of the case, frivolous or baseless pleadings, conduct adversarial to the estate, or any other billing practice or litigation conduct that resulted in a judicial finding that fees requested by White & Case were unreasonable, unnecessary, or otherwise not compensable.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 5**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects on the basis that the Request, which expressly relates to other cases, is on its face not relevant to the W&C Fee Application or the objection in this proceeding. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All” documents from “any case” without limitation. White & Case further objects to the phrase “unnecessary litigation,

scorched earth litigation tactics, litigation tactics generally, billing for services not reasonably likely to benefit the estate, billing for services not necessary to the administration of the case, frivolous or baseless pleadings, conduct adversarial to the estate” as vague, ambiguous, and undefined. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request as overly burdensome and harassing because it seeks documents that, if they exist, are publicly available.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 6**

All pleading [sic] filed in any bankruptcy court in any case in which White & Case LLP served as counsel that alleged or asserted that White & Case LLP: (a) overstaffed matters; (b) excessively billed; (c) duplicated services; (d) engaged in block billing; (e) submitted vague or insufficient time entries; (f) pursued unnecessary litigation; (g) employed “scorched earth” litigation tactics or other improper litigation tactics; (h) billed for services not reasonably likely to benefit the estate; (i) billed for services not necessary to the administration of the case; (j) filed frivolous or baseless pleadings; or (k) engaged in conduct adverse to the estate.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 6**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects on the basis that the Request, which expressly relates to other cases, is on its face not relevant to the W&C Fee Application or the objection in this proceeding. White & Case

further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All” documents from “any case” without limitation. White & Case further objects to the phrase “(f) pursued unnecessary litigation; (g) employed “scorched earth” litigation tactics or other improper litigation tactics; (h) billed for services not reasonably likely to benefit the estate; (i) billed for services not necessary to the administration of the case; (j) filed frivolous or baseless pleadings; or (k) engaged in conduct adverse to the estate” as vague, ambiguous, and undefined. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request as overly burdensome and harassing because it seeks documents that, if they exist, are publicly available.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

#### **REQUEST FOR PRODUCTION NO. 7**

All pleadings filed in any bankruptcy court in any case in which White & Case LLP served as counsel in which any party requested, sought, or argued for the reduction, denial, modification, or disallowance of any attorney’s fees or costs requested by White & Case LLP, regardless of whether such request or objection was sustained, overruled, or otherwise resolved.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 7**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White &

Case further objects on the basis that the Request, which expressly relates to other cases, is on its face not relevant to the W&C Fee Application or the objection in this proceeding. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All” documents from “any case” without limitation. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request as overly burdensome and harassing because it seeks documents that, if they exist, are publicly available.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

#### **REQUEST FOR PRODUCTION NO. 8**

All Communications among White & Case Personnel referencing the Consenting Creditors’ Statement filed at Docket No. 589, to the extent such communications relate to Billing Practices, staffing decisions, or the volume of fees being generated in the Engagement. This Request does not seek communications reflecting legal strategy or mental impressions regarding the substantive response to the Statement, but solely communications regarding whether and how the Statement should affect billing or staffing decisions.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 8**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and

not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 9**

All Communications among White & Case Personnel concerning the preparation, drafting, or review of the Final Fee Application, including but not limited to any communications regarding the assignment or reassignment of time entries to project codes or billing categories, any communications regarding the allocation of time entries across multiple project categories, any communications regarding the “overlap” between project categories that White & Case acknowledges in the Final Fee Application, any communications regarding which project code a particular time entry should be billed to or categorized under, any communications regarding the narrative descriptions included in the Final Fee Application, and any communications regarding how the work performed by White & Case Personnel should be presented, described, or organized in the Final Fee Application.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 9**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and

not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to the Request as vague and ambiguous, including the phrase “assignment or reassignment of time entries.” White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request to the extent it is duplicative of Request Nos. 1 and 3.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 10**

All deposition outlines prepared, drafted, revised, or used by any White & Case Personnel in connection with any deposition taken during the Engagement. White & Case may redact portions of any deposition outline reflecting attorney strategy, confidential client information, or other protected work product to address any privilege concerns.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 10**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case objects to this Request to the extent it seeks documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege,

immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

### **REQUEST FOR PRODUCTION NO. 11**

All documents sufficient to show any internal budget, fee estimate, fee projection, or anticipated fee range prepared, drafted, or considered by White & Case LLP in connection with the Engagement, regardless of whether such budget, estimate, projection, or range was finalized, approved, or filed.

### **RESPONSE TO REQUEST FOR PRODUCTION NO. 11**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All documents sufficient to show” without limitation. White & Case further objects to the Request as vague and ambiguous, including the phrase “anticipated fee range.” White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits

for the contested matter at issue. White & Case further objects to this Request as seeking information already in the Reorganized Debtors' possession and refers the Reorganized Debtors to, among other things, communications by and among White & Case and Latham & Watkins, LLP concerning weekly budgets for work performed by White & Case during the Engagement. White & Case further objects to this Request to the extent it is duplicative of Request No. 1.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

#### **REQUEST FOR PRODUCTION NO. 12**

All Communications among White & Case Personnel concerning whether a budget, fee estimate, fee projection, or anticipated fee range should be prepared or filed in connection with the Engagement, including any Communications discussing reasons for preparing, not preparing, filing, or not filing such a budget or estimate.

#### **RESPONSE TO REQUEST FOR PRODUCTION NO. 12**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks "All Communications" without limitation. White & Case further objects to the Request as vague and ambiguous, including the phrase "anticipated fee range." White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection.

White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue. White & Case further objects to this Request to the extent it is duplicative of Request Nos. 1 and 11.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 13**

All Communications among White & Case Personnel concerning whether the professional fees incurred or anticipated to be incurred in connection with the Engagement were excessive, unusually high, disproportionate to the matters at issue, likely to draw objection, or otherwise at risk of reduction or disallowance by the Court.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 13**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested

matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 14**

All Communications among White & Case Personnel concerning the entry of time after the work was performed, including any Communications concerning delayed time entry, reconstruction of time entries, or instructions to enter time for prior dates.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 14**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All Communications” without limitation. White & Case further objects to the Request as vague and ambiguous, including the phrase “delayed time entry, reconstruction of time entries.” White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case

will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 15**

All documents sufficient to show the date and time each time entry billed to the Engagement was created, entered into White & Case LLP's billing system, modified, or submitted for billing, including any audit logs, metadata, or system reports reflecting the creation, modification, and history of such entries.

**RESPONSE TO REQUEST FOR PRODUCTION NO. 15**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks "All documents sufficient to show" without limitation. White & Case further objects to this Request as seeking documents or information protected by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege, immunity, or protection. White & Case further objects to this Request as not relevant and because the burden and expense of searching for responsive non-privileged communications, if any exist, outweigh any benefits for the contested matter at issue.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

**REQUEST FOR PRODUCTION NO. 16**

All documents sufficient to identify the billing or timekeeping system used by White & Case LLP in connection with the Engagement[.]

**RESPONSE TO REQUEST FOR PRODUCTION NO. 16**

White & Case incorporates its General Objections as though fully set forth herein. White & Case objects to this Request on the grounds that it is overly broad, unduly burdensome, not proportional to the needs of the case, and harassing because, among other things, it seeks information that is not relevant or necessary to the resolution of the W&C Fee Application or the objection thereto, which can be resolved based on the record already before the Court. White & Case further objects to this Request on the grounds that it is overly broad, unduly burdensome, and not proportional to the needs of the case, because, among other things, it seeks “All documents sufficient to identify” without limitation.

Subject to a meet and confer between the parties and absent an order from the Court regarding the need for, or appropriate scope of, discovery in this contested matter, White & Case will not produce documents responsive to this request at this time.

*[Remainder of Page Intentionally Left Blank]*

Dated: April 2, 2026  
Houston, Texas

/s/ Charles R. Koster

**WHITE & CASE LLP**

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