

**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)  
 ) (Emergency Hearing Requested)  
\_\_\_\_\_)

**WHITE & CASE LLP’S (I) EMERGENCY MOTION FOR ENTRY OF AN ORDER  
FINDING MODIVCARE TOPCO, LLC IN CIVIL CONTEMPT, AND  
(II) OBJECTION TO MODIVCARE TOPCO, LLC’S EMERGENCY  
MOTION FOR STAY PENDING APPEAL**

**Emergency relief has been requested, and such relief is respectfully requested not later than 8:30 a.m. (prevailing central time) on Wednesday, May 20, 2026.**

**To the extent that you have received notice, if you object to the relief requested or you believe that emergency consideration is not warranted, you must appear at the hearing if one is set, or file a written response prior to the date that relief is requested in the preceding paragraph. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.**

White & Case LLP (“White & Case”), counsel for the Official Committee of Unsecured Creditors (the “Committee”) in the above-captioned chapter 11 cases of the debtors and debtors in possession (the “Debtors” and after the Effective Date, collectively, the “Reorganized Debtors”), respectfully submits this (I) *Emergency Motion for Entry of an Order Finding ModivCare TopCo, LLC in Civil Contempt* (the “Contempt Motion”), and (II) objection (the “Objection”) to

<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.



*Modivcare Topco, LLC's Emergency Motion for Stay Pending Appeal* [Dkt. No. 1518] (the "Stay Motion").<sup>2</sup>

### **PRELIMINARY STATEMENT**

1. On December 15, 2025, the Court entered the Confirmation Order, confirming the Debtors' Plan. At the time, several estate professionals had not yet submitted final fee applications or received compensation from the estates. The Debtors' Plan therefore included the following provision to ensure payment of estate professionals' administrative claims, once allowed:

As soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, ***the Debtors shall establish and fund the Professional Fee Escrow*** with Cash equal to the Professional Fee Claims Estimate. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow or Cash held in the Professional Fee Escrow in any way. Subject to the DIP Orders, ***the Professional Fee Escrow (including funds held in the Professional Fee Escrow) (i) shall not be and shall not be deemed property of the Debtors, their Estates, or the Reorganized Debtors, and (ii) shall be held in trust for the Professionals . . .***

Plan Art. II § 2.5(a) (emphasis added).

2. The Court confirmed the Plan in part because it implemented this common solution to ensure that the Debtors would pay administrative claims in full, in cash when allowed, as required under section 1129(a)(9) of the Bankruptcy Code.

3. Months later, on April 3, 2026, Cresa LLC ("Cresa"), a Court-approved and retained real estate consultant and advisor to the Debtors, filed a motion to enforce this Court's order approving its final fee application, granted without opposition, based on the Reorganized Debtors' "unjustified refusal to comply with a clear, final, and binding order of this Court." [Dkt

---

<sup>2</sup> Capitalized terms used but not defined in this Objection have the meanings ascribed to them in the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of Modivcare Inc. and Its Debtor Affiliates And (II) Denying Motions of Official Committee of Unsecured Creditors For Leave, Derivative Standing, And Authority To Commence And Prosecute Certain Causes of Action On Behalf Of Debtors' Estates* (the "Confirmation Order"), including Exhibit A thereto (the "Plan").

No. 1412]. Cresa's fees should have been funded into the Professional Fee Escrow, raising concerns about whether the Reorganized Debtors had in fact funded the Professional Fee Escrow, as required by the Confirmation Order, or intended to honor their obligations to pay estate professionals.

4. Three days later, at the April 6 status conference, the Court asked counsel to confirm that TopCo is in fact a Reorganized Debtor and inquired about Cresa's claim, noting that the Court "had approved a fee app for [Cresa] on an uncontested basis, and they haven't been paid."<sup>3</sup> Based on this background, the Court stated that "to the extent I award additional fees, I don't want there to be any issue with the collection of those fees" and ordered the Reorganized Debtors to place unpaid and disputed amounts in the Court's registry.<sup>4</sup>

5. This did not impose any new obligations on the Reorganized Debtors, who were already required to escrow unpaid estate professional fees under the Confirmation Order. TopCo's counsel, Walker & Patterson, P.C. ("Walker"), was apparently unaware of this requirement, telling the Court: "I don't want you to read anything into [Cresa's motion] to suggest that there are issues with paying professionals that have had their fees approved and ***then require to start escrowing disputed amounts of fees.***"<sup>5</sup> Based on this record, and the apparent ongoing violation of the Confirmation Order, the Court issued an oral ruling on April 6, and then entered the *Order Requiring the Reorganized Debtors to Deposit Funds in Escrow With the Court* [Dkt. No. 1502]

---

<sup>3</sup> Hr'g. Tr. (Apr. 6, 2026) at 5:21-24.

<sup>4</sup> *Id.* at 5:24-6:9.

<sup>5</sup> *Id.* at 7:23-8:1 (emphasis added). Walker was not counsel to the Debtors prior to the Effective Date, but it did file a "statement" on behalf of the Consenting Creditors regarding White & Case's retention application. See *Statement of Consenting Creditors with Respect to the Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment and Retention of White & Case LLP as Counsel Effective as of September 9, 2025* [Dkt No. 589].

(the “Escrow Order”) on April 30, requiring the Reorganized Debtors to place unpaid and disputed amounts sought by White & Case and AlixPartners in the Court’s registry.

6. TopCo registered its protest of the Court’s decision through numerous filings. Even before the Court entered the Escrow Order, TopCo filed a motion seeking reconsideration. Once the Court entered the Escrow Order, TopCo then appealed to the U.S. District Court for the Southern District of Texas. To date, TopCo still has not satisfied the very basic terms of the Escrow Order. TopCo is of course free to challenge this Court’s decisions through all proper channels, but it cannot simply ignore a federal court order.

7. On May 7, a week after the Court entered the Escrow Order and after White & Case’s multiple requests for TopCo to confirm the status of the funds went ignored, White & Case sent a letter<sup>6</sup> indicating its intent to file a motion for civil contempt if TopCo did not comply with the Escrow Order. Shortly thereafter, TopCo filed the Stay Motion. That motion is replete with inaccurate and unsupportable statements and raises, for the first time, that it would be impossible for TopCo to comply with the Escrow Order.

8. The next day, on May 8, White & Case and Walker met and conferred. In advance of the meet and confer, White & Case twice reiterated its requests for detail regarding the Professional Fee Escrow. Walker refused to answer by email, and provided no further clarity at the meet and confer. Walker explained that it intended to comply with the Escrow Order and that it had contacted the “finance” department in the clerk’s office for instructions on depositing funds in the Court’s registry. But Walker was unable to address the most basic questions: (i) when it first contacted the clerk’s office, including whether it was before or after receiving the Letter,

---

<sup>6</sup> A true and correct copy of the letter from White & Case to Walker, dated May 7, 2026 (the “Letter”) is attached as **Exhibit 1**.

(ii) the impediments to funding into the registry, including any issues identified by the clerk's office, (iii) the current location of the funds earmarked for payment of estate professional fees, including the account in which they are held, the parties that have control over such accounts, and whether there is an escrow agreement or escrow agent, (iv) the Reorganized Debtors' interest in administering the supposedly escrowed funds, as represented in the Stay Motion, and (v) the fees and conditions associated with funding into the Court's registry, as represented in the Stay Motion. The meet and confer thus raised more questions than answers as to why TopCo had not already complied with the Escrow Order, despite knowing about the Court's ruling for over a month, and whether TopCo continues to violate the Confirmation Order. White & Case sent interrogatories and document requests to TopCo shortly after the meet and confer to obtain actual answers to these basic questions.<sup>7</sup> Since receiving the Letter, TopCo has paid lip service to its intent to comply with this Court's order, but its actions speak loudly to the contrary.

9. The Stay Motion provides no basis for TopCo to continue ignoring this Court's orders. It fails from its most basic premise: that the Escrow Order is a new affirmative injunction. It is not, and the Court is well within its discretion to enforce its own orders by requiring disputed funds to be placed in the Court's registry. It also fails on its incorrect assertion that the Reorganized Debtors own and control funds they are required to escrow. The Plan is clear that the professional fee escrow "*shall not be and shall not be deemed property of the Debtors, their Estates, or the Reorganized Debtors.*" Full stop.

10. Even if TopCo were correct on either point (it is not), it does not come close to satisfying the requirements for a stay pending appeal. It fails to demonstrate any likelihood of success on the merits. The funds at issue are not TopCo's property, the Escrow Order does not

---

<sup>7</sup> The interrogatories are attached as Exhibit 2 and the document requests are attached as Exhibit 3.

upset any reversionary interests in escrowed funds (an interest that TopCo misstates), TopCo has no interest in administering escrowed funds (it cannot point to an escrow agreement), and estate professionals are already entitled under the Plan and Confirmation Order to seek additional fees. It cannot show irreparable harm, citing only loss of control over funds it does not control. It cannot show disproportional harm, as estate professionals, and not TopCo, will be harmed if funds are not placed in the Court's registry. And the public interest is served by litigants adhering to Court orders.

11. The Court should deny the Stay Motion and hold TopCo in civil contempt for failing to adhere to the Escrow Order and requiring it to pay White & Case's legal fees related to this Contempt Motion and for opposing the baseless Stay Motion.

#### **JURISDICTION AND VENUE**

12. The United States Bankruptcy Court for the Southern District of Texas (this "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

13. The basis for the relief requested herein is section 105(a) of title 11 of the United States Code (the "Bankruptcy Code").

#### **ARGUMENT**

##### **I. The Court Should Hold TopCo in Civil Contempt for Its Ongoing and Unjustified Failure to Comply With the Escrow Order**

14. The Court has ample authority to enforce the Escrow Order through its inherent contempt power and under section 105(a) of the Bankruptcy Code. *See In re Bradley*, 588 F.3d 254, 266 (5th Cir. 2009) ("It is widely recognized . . . that [bankruptcy courts] do possess civil contempt power [and] . . . [i]n *Placid Refining Co. v. Terrebonne Fuel & Lube, Inc.* (*In re*

*Terrebonne Fuel & Lube, Inc.*), 108 F.3d 609, 613 (5th Cir.1997), we joined the circuits holding that the source is statutory, based on 11 U.S.C. § 105.”). Under well-established Fifth Circuit precedent, a party is in civil contempt where the moving party establishes: (1) a court order was in effect; (2) the order required certain conduct by the respondent; and (3) the respondent failed to comply with the court’s order. *In re Bradley*, 588 F.3d at 264 (citing cases); see *Test Masters Educational Services, Inc. v. Singh*, 428 F.3d 559, 582 (5th Cir. 2005) (same).<sup>8</sup> All three elements are satisfied here.

15. *First*, the Court entered the Escrow Order on April 30 and it was immediately effective and enforceable upon its entry. See Escrow Order ¶ 4. *Second*, the Escrow Order unambiguously required the Reorganized Debtors to deposit in the Court’s registry “funds sufficient to pay all unpaid amounts sought in the Applications.”<sup>9</sup> *Id.* ¶ 1. That the Court did not enter the Order until April 30, following a status conference on TopCo’s reconsideration motion, and the order still included an April 14 deadline to deposit funds (a relic of a proposed order submitted after the April 6 status conference) does not make funding optional or excuse performance. *Third*, TopCo has failed to move funds to the Court’s registry for more than one week after the Court entered the Escrow Order in violation of this Court’s order. On May 7, after TopCo ignored White & Case’s several requests to confirm the status of the deposit, the Court clerk confirmed that the Reorganized Debtors had not deposited the funds as required. TopCo responded to White & Case’s notice of intent to seek civil contempt if funds were not placed in the Court’s registry by close of business on May 8 with its Stay Motion.

---

<sup>8</sup> The Fifth Circuit has recognized that contempt is an available remedy when a party violates “an order before it is reduced to writing.” *In re Bradley*, 588 F.3d at 265.

<sup>9</sup> The total amount required to be deposited is \$1,644,896.98.

16. Perhaps recognizing that its several filings to date do not excuse compliance with the Escrow Order,<sup>10</sup> Walker has represented its client is holding the funds and “intends” to comply with the Escrow Order, subject to receiving instructions from the “finance” department of the clerk’s office. Walker simultaneously argues that it is impossible to comply with the Escrow Order based on the April 14 deadline. It is still unclear which lane TopCo is choosing—whether it is awaiting instructions to deposit funds, or whether it will continue to argue that it is impossible to comply with the Escrow Order.

17. In addition to TopCo’s clear non-compliance with the Escrow Order, TopCo is also likely in violation of the Confirmation Order. There is no doubt that the Confirmation Order is in effect and that pursuant to such order, the Debtors were required to establish and fund the “Professional Fee Escrow.” See Plan Art. II § 2.5(a); Confirmation Order § 3 (incorporating the terms of the Plan). “Professional Fee Escrow” is defined in the Plan as an “escrow account.” Plan Art. I. Walker’s representation that its clients are holding the professional fee funds is in itself a violation of the Confirmation Order.<sup>11</sup> TopCo is not a neutral third party, and Walker has failed to identify an escrow agent. TopCo’s inability to demonstrate that the funds are held in a proper escrow arrangement—rather than merely in TopCo’s own possession—underscores precisely why it is now defying the Escrow Order.

---

<sup>10</sup> TopCo’s notice of appeal did not stay its obligation to comply with the Escrow Order. Fed. R. Bankr. P. 8007; see also *Seven Arts Filmed Ent. Ltd. v. Jonesfilm*, 538 F. App’x 444, 446-47 (5th Cir. 2013) (affirming second contempt ruling on party that did not seek to stay the district court’s prior contempt order or comply with the contempt order while pursuing an appeal) (quoting *Maness v. Meyers*, 419 U.S. 449, 458 (1975) (“[A]ll orders and judgments of courts must be complied with promptly. If a person to whom a court directs an order believes that order is incorrect the remedy is to appeal, but, absent a stay, he must comply promptly with the order pending appeal.”)).

<sup>11</sup> During the April 30, 2026 status conference, Walker could not confirm whether the funds were in an escrow account and merely stated “I can’t tell you it’s a -- . . . separate account, but *I think it is. I think it’s* an escrow account, because I got accounting on it this morning.” H’rg. Tr. (Apr. 30, 2026) at 26:18-20 (emphasis added).

18. After finding a party in civil contempt, courts have ample authority to award a full range of remedies, including attorney fees. *In re Nelkin & Nelkin P.C.*, No. 23-34054, 2025 WL 2803857, at \*5 (Bankr. S.D. Tex. Oct. 1, 2025) (“A court may award costs and attorney’s fees if it finds the respondent in contempt of a court order.”) (citing *Chemical Company v. Chemical Cleaning, Inc.*, 434 F.2d 1212, 1215 (5th Cir. 1970)). White & Case has incurred significant fees and costs in connection with TopCo’s ongoing violation of the Escrow Order and Confirmation Order, including this motion for contempt and response to TopCo’s erroneous request to stay the Escrow Order pending its equally erroneous appeal. If it was not evident before, it is now that TopCo’s strategy is to increase litigation costs at every step of this dispute. Candor before this Court is an afterthought. This Court should order TopCo to reimburse White & Case for its fees and costs in connection with the immediate motion practice.

## **II. The Court Should Deny TopCo’s Motion to Stay**

### **A. Topco Fails to Satisfy the Standard for a Stay of the Escrow Order Pending Appeal**

19. “The Fifth Circuit has stated that a stay ‘is an extraordinary remedy.’” *In re Barrow Shaver Res. Co.*, No. 24-33353 (ARP), 2025 WL 685513, at \*2 (Bankr. S.D. Tex. Mar. 3, 2025) (quoting *Thomas v. Bryant*, 919 F.3d 298, 303 (5th Cir. 2019)); *Yucaipa Corp. Initiatives Fund, LLP v. Piccadilly Rests., LLC*, 2014 WL 1871889, at \*2 (W.D. La. May 6, 2014) (explaining that a stay pending appeal requires “a substantial showing by the movant, and is not to be granted lightly”). Courts consider whether (i) the movant has made a showing of a likelihood of success on the merits of the appeal, (ii) the movant has made a showing that it will suffer an irreparable injury if the stay is not granted, (iii) a stay would substantially harm the other parties, and (iv) a stay would serve the public interest. *In re Barrow Shaver Res. Co.*, 2025 WL 685513, at \*2 (citing *In re First S. Savs. Ass’n*, 820 F.2d 700, 704 (5th Cir. 1987)). A movant has the burden “of proving

by a preponderance of the evidence that the stay pending appeal should be granted.” *In re Dernick*, No. 18-32417 (EVR), 2019 WL 236999, at \*2 (Bankr. S.D. Tex. Jan. 16, 2019). TopCo has failed to satisfy this burden.

20. *First*, TopCo is not likely to succeed on the merits. Success in its appeal requires the District Court to accept TopCo’s incorrect assertion that the funds at issue are TopCo’s property. The Plan is unambiguous: the Professional Fee Escrow “shall not be and shall not be deemed property of the Debtors, their Estates, or the Reorganized Debtors . . . [and] shall be held in trust for the Professionals.” Plan Art. II, § 2.5(a). The Debtors proposed, litigated, and obtained confirmation of this Plan. They cannot now, through their successor, claim a property interest in funds that, by the express terms of their own Plan, do not belong to them. *See* Plan Art. II, § 2.5(a). White & Case (and the Court) have also repeatedly directed them to these provisions of the Confirmation Order and Plan, which TopCo conveniently ignores in its Stay Motion.<sup>12</sup> TopCo’s assertion of a “contingent reversionary interest” in the escrowed funds, Stay Mot. ¶¶ 33–34, is also foreclosed by the Plan’s plain language.<sup>13</sup> *See* Plan Art. II, § 2.5(a). Any amounts disallowed under section 330 would be addressed through the Plan’s distribution framework, but that does not transform the Professional Fee Escrow into TopCo’s property during the pendency of the fee dispute. Similarly, TopCo’s claim that it holds a “present, non-contingent property interest in the administration of the escrow itself” is equally unavailing. Stay Mot. ¶ 34. TopCo cannot point to any escrow agreement, any fiduciary appointment, or any Plan provision granting it discretionary authority over the manner in which the Professional Fee Escrow is maintained. *See generally id.*

---

<sup>12</sup> *See generally White & Case LLP’s Objection to 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. 1466]; Hr’g. Tr. (Apr. 30, 2026) at 26:13-14 (“There’s a provision in the Order that says it’s set aside in a separate bank account.”).

<sup>13</sup> During the May 8 meet and confer, White & Case asked Walker how any alleged reversionary interest would be affected by moving the funds to the Court’s registry and Walker was unable to provide a response.

As discussed above, TopCo has not even confirmed whether, in fact, the funds are in an escrow account—as opposed to simply “set aside.” *See* Hr’g Tr. (Apr. 30, 2026) at 26:9-20. The Plan requires the Reorganized Debtors to establish and fund the escrow—an obligation, not a property right. *See* Plan Art. II, § 2.5(a); Art. IX, § 9.1(ix). The Escrow Order does not deprive TopCo of a protected property interest; it merely directs that funds already required to be held in trust for Professionals be transferred to the Court’s registry. *See generally* Escrow Order. Because the funds are not TopCo’s property, TopCo’s due process arguments collapse. *See James v. Cleveland Sch. Dist.*, 45 F.4th 860, 864 (5th Cir. 2022) (“Without a cognizable interest in liberty or property, “there is nothing subject to Due Process protections and our inquiry ends.”) (internal quotations omitted).

21. TopCo’s characterization of the Escrow Order as a “mandatory injunction” requiring an adversary proceeding under Federal Rule of Bankruptcy Procedure 7001(7) is wrong. Stay Mot. ¶¶ 17-20. The Escrow Order does not grant injunctive relief; it enforces the Confirmation Order and Plan by requiring TopCo to do what it was already obligated to do: ensure that disputed professional fees are properly escrowed. *See* Plan Art. II § 2.5(a); Confirmation Order § C (stating that the Plan satisfies the requirements of section 1129(a) of the Bankruptcy Code); § 3 (incorporating the terms of the Plan). A court order further enforcing its prior directives is not an injunction and the procedural protections applicable to injunctive relief do not apply. *See* Plan Art. XI § 11.1(g),(k) (stating that the Bankruptcy Court retains jurisdiction to enforce and implement the Plan and Confirmation Order); *Am. Airlines Inc. v. Allied Pilots Ass’n*, 228 F.3d 574, 585 (5th Cir. 2000) (holding that a bankruptcy court’s authority under section 105 of the Bankruptcy Code to enforce its own orders cannot be reasonably questioned); *In re Malmgren*, 277 B.R. 755, 759 (Bankr. E.D. Wis. 2002) (“If an order is to have any true meaning, if a party is

to be able to place any justifiable reliance on an order, if a court is to have any credibility and command any respect, then it *must* enforce its own orders.”) (emphasis in original). Likewise, TopCo’s argument that the Escrow Order lacks statutory authority fails. *See* Stay Mot. ¶¶ 23–27. The Escrow Order is grounded in the Court’s authority to enforce its own Confirmation Order and the terms of the confirmed Plan. To the extent additional authority is needed, section 105(a) empowers the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions” of the Bankruptcy Code, including orders ensuring compliance with a confirmed plan. *See* 11 U.S.C. § 105(a).

22. *Second*, TopCo fails to demonstrate irreparable harm. TopCo’s sole basis for claiming irreparable injury is the alleged “loss of control” over the disputed funds. *See* Stay Mot. ¶¶ 46–47. But TopCo cannot suffer irreparable harm from losing control over funds it does not own and is not entitled to control. *See supra* ¶ 20. The transfer of escrowed funds from one custodial arrangement to another—from an escrow TopCo was obligated to maintain to the Court’s own registry—does not constitute a cognizable injury, let alone an irreparable one. *In re Dernick*, 2019 WL 236999, at \*4 (“Not only are Debtors’ arguments premised on the suffering of economic losses, no evidence was introduced at the hearing to corroborate how the payment of attorneys’ fees would jeopardize their living expenses.”). To the contrary, the Escrow Order merely ensures that the funds are held in a neutral, court-supervised account pending resolution of the fee dispute. *See generally* Escrow Order. TopCo has identified no business disruption, no operational harm, and no injury beyond the purported loss of control over funds that were never its property. *See In re Barrow Shaver Res. Co., LLC*, 2025 WL 685513, at \*6 (“[E]conomic losses are not typically irreparable when monetary damages are available.”). In fact, TopCo’s failure to provide any “testimonial or documentary evidence” to “carry their burden of proof in regards to suffering an

irreparable injury” is fatal for this factor. *In re Dernick*, 2019 WL 236999, at \*4; *see also In re MTE Holdings, LLC*, No. 19-12269, 2021 WL 4203339, at \*3 (Bankr. D. Del. Sept. 15, 2021) (“[I]f the movant does not make the requisite showings on either of [likelihood of success on the merits or irreparable harm], the [court’s] inquiry into the balance of harms . . . is unnecessary, and the stay should be denied without further analysis.”) (internal quotations omitted).

23. *Third*, granting a stay would substantially harm Committee professionals and other estate professionals with outstanding administrative claims. *See In re Dernick*, 2019 WL 236999, at \*4 (“While no strict definition of ‘substantial harm’ exists, courts have generally found that a significant delay in the administration of an estate, or a delay in the distribution to creditors under a plan generally satisfies the criterion of harm to other parties.”). TopCo asserts that a stay would merely “preserve the status quo,” *see* Stay Mot. ¶ 48, but the true status quo is one in which TopCo has likely failed to comply with the Plan’s escrow requirements and has vigorously resisted every effort to ensure that disputed professional fees are properly safeguarded. *See generally* Letter. TopCo’s sustained opposition to transferring funds to the Court’s registry—combined with its failure to comply with the Escrow Order for over a week after its entry—raises serious concerns about whether the funds are being properly maintained and whether they will be available to satisfy fees ultimately allowed under section 330. This concern is heightened by Cresa’s prior efforts to collect fees already approved by this Court on an uncontested basis and subject to the same Professional Fee Escrow under the Plan. *See* [Dkt No. 1412] ¶ 24. In light of this record, TopCo cannot credibly claim that there is “no evidence” it will “dissipate or misuse the funds.” Stay Mot. ¶ 49.

24. It is the Committee’s professionals, who rendered services essential to the administration of these chapter 11 cases, that are exposed to risk that funds will dissipate while the

appeal is pending. These professionals hold beneficial interests in the funds and face the prospect of nonpayment if those funds are dissipated, commingled, or otherwise rendered unavailable. *See* Plan Art. II § 2.5(a) (stating that the funds “shall be held in trust for the Professionals”). TopCo, on the other hand, only has an obligation to fund the escrow. The balance of harms weighs decisively against a stay.

25. *Fourth*, the public interest weighs against granting a stay. TopCo’s framing of the public interest factor inverts the relevant inquiry. *See* Stay Mot. ¶¶ 50–53. The question is not whether bankruptcy courts should act within their statutory authority—they should, and this Court has done so. The question is whether the public interest is served by permitting a reorganized debtor to defy a court order enforcing the terms of its own confirmed plan. It is not. *See In re Dernick*, 2019 WL 236999, at \*5 (“In bankruptcy, the public policy is to have an orderly administration of the debtor’s assets via their bankruptcy estate, such that the debtor may be able to gain a fresh start, by satisfying valid claims against that estate.”) (citing cases); *In re Metiom, Inc.*, 318 B.R. 263, 272 (S.D.N.Y. 2004) (“This Court finds that the public interest in the expeditious administration of bankruptcy cases as well as in the preservation of the bankrupt’s assets for purposes of paying creditors, rather than litigation of claims lacking a substantial possibility of success, outweighs the public interest in resolving the issues presented here on appeal.”). There is, however, a paramount public interest in ensuring that litigants comply with court orders and granting a stay to a party that has openly defied the Escrow Order would send a troubling signal that parties may disregard judicial directives. The public interest is also further served by ensuring that professionals who accept engagements to represent official committees in chapter 11 cases can do so with confidence that their allowed fees will be paid in accordance with the terms of a confirmed plan. *See In re Dernick*, 2019 WL 236999, at \*5 (“[I]t is prudent to

consider the interests of third-parties who act in reliance of the bankruptcy court's ruling.”). Holding otherwise would have a chilling effect on future committee representations, which would be significant and contrary to the public interest.

26. As their last attempt to salvage their Stay Motion, TopCo argues that it is “impossible” to comply with the Escrow Order and that the Escrow Order is “facially defective” because it references an April 14 compliance deadline despite being entered on April 30. *See* Stay Mot. ¶¶ 43–45. This argument is without merit. The relevant timeline refutes TopCo's position. At the April 6 status conference, the Court orally directed the Reorganized Debtors to deposit disputed professional fee amounts into the Court's registry. *See* Hr'g Tr. (Apr. 6, 2026) at 6:2-9. TopCo was on notice of this order over a week before the April 14 date referenced in the Escrow Order. *See id.* Rather than comply, TopCo filed a Motion to Reconsider on April 9, seeking to avoid the deposit requirement entirely. *See generally* Mot. to Reconsider. The Escrow Order, entered on April 30, reduced the Court's prior oral ruling to a written order. *See generally* Escrow Order; *see also* Hr'g Tr. (Apr. 30, 2026) at 5:2-13. The continued reference to April 14 reflects the Court's expectation that TopCo would have already complied or would otherwise comply expeditiously.

27. To the extent the April 14 date constitutes a scrivener's error or an artifact of the drafting process, it does not render the Escrow Order void or unenforceable. Courts routinely look past minor clerical errors in orders where the substance and intent of the order are clear. *Cf.* Fed. R. Civ. P. 60(a) (authorizing correction of clerical mistakes in orders); *Rivera v. PNS Stores, Inc.*, 647 F.3d 188, 196 (5th Cir. 2011) (“Rule 60(a) finds application where the record makes apparent that the court intended one thing but by merely clerical mistake or oversight did another.”); *United States v. Roth*, 164 F.2d 575, 576 (2d Cir. 1948) (finding the district court erred in refusing to

permit a bankruptcy court’s Rule 60(a) correction where the judgment mistakenly listed the year as “1939” instead of “1938”). The Escrow Order is unambiguous in its operative directive: the Reorganized Debtors shall deposit the disputed funds into the Court’s registry and the order is “effective immediately.” Escrow Order ¶¶ 1, 4. TopCo’s attempt to seize upon a date reference to avoid compliance with a clear judicial directive is precisely the type of gamesmanship that this Court should reject. Indeed, TopCo’s own conduct confirms that it understood the order required immediate compliance: rather than seek clarification of the deadline, TopCo filed a notice of appeal<sup>14</sup> and, eventually, the Stay Motion. These actions are consistent with an understanding that the order was operative and enforceable, not “facially defective.”

**B. The Stay Motion Does Not Comply with the Bankruptcy Local Rules**

28. Counsel fails to certify the accuracy of the Stay Motion as required for all emergency motions by Bankruptcy Local Rule 9013-1(i). *See* S.D.T.X. LBR 9013-1(i). This is not just a procedural misstep. White & Case has serious concerns about the accuracy of several statements in the Stay Motion. Despite informing Walker of this deficiency and raising its concerns during the May 8 meet and confer, Walker has not confirmed the accuracy of their statements or agreed to amend the motion.

29. The Stay Motion also fails to articulate any basis for emergency relief. Bankruptcy Local Rule 9013-1(i) requires that a motion seeking emergency consideration set forth the reasons why such expedited treatment is warranted and specify the date by which relief is requested. *Id.* TopCo offers no explanation as to why emergency consideration is necessary, particularly given that the Escrow Order was entered on April 30, 2026, and TopCo waited seven days—until May

---

<sup>14</sup> *See Notice to Appeal* [Dkt No. 1506].

7—to file the Stay Motion. *See generally* Stay Mot. TopCo’s own delay in seeking relief belies any claim of urgency.

30. Counsel has also neglected to properly notice the Stay Motion under the Complex Procedures. Among other things, it misstates parties’ rights to respond. Complex Procedures at G. These procedural deficiencies further demonstrate TopCo’s disregard for the rules of this Court and provide an independent basis to deny the Stay Motion.

**EMERGENCY CONSIDERATION**

31. In light of the facts and circumstances set forth herein, White & Case respectfully requests emergency consideration of this Contempt Motion. TopCo has requested an emergency hearing on the Stay Motion, which is directly tied to the relief sought in this Contempt Motion and the underlying Escrow Order. The Contempt Motion arises from the same operative facts—namely, TopCo’s failure to comply with the Escrow Order and ensure disputed professional fee funds are protected in the Court’s registry until final adjudication on the Fee Applications. Accordingly, the issues raised herein should be heard contemporaneously with the Stay Motion.

**NOTICE**

32. White & Case will provide notice of this Contempt Motion and Objection to the following parties: (a) the Reorganized Debtors and their counsel thereto; and (b) the Office of the U.S. Trustee for Region 7. White & Case submits that, in light of the nature of the relief requested, no other or further notice need be given.

**CONCLUSION**

33. White & Case respectfully requests that the Court deny the Stay Motion and enter the Order.

*[Remainder of Page Intentionally Left Blank]*

May 11, 2026  
Houston, Texas

*/s/ Charles R. Koster*

---

**WHITE & CASE LLP**

Charles R. Koster (Texas Bar No. 24128278)  
609 Main Street, Suite 2900  
Houston, Texas 77002  
Telephone: (713) 496-9700  
Facsimile: (713) 496-9701  
Email: charles.koster@whitecase.com

**WHITE & CASE LLP**

J. Christopher Shore (admitted *pro hac vice*)  
Scott Greissman (admitted *pro hac vice*)  
Andrew Zatz (admitted *pro hac vice*)  
1221 Avenue of the Americas  
New York, New York 10020  
Telephone: (212) 819-8200  
Facsimile: (212) 354-8113  
Email: cshore@whitecase.com  
sgreissman@whitecase.com  
azatz@whitecase.com

- and -

**WHITE & CASE LLP**

Gregory F. Pesce (admitted *pro hac vice*)  
Jason Zakia (admitted *pro hac vice*)  
300 N. LaSalle Drive  
Chicago, Illinois 60654  
Telephone: (312) 881-5400  
Facsimile: (312) 881-5450  
Email: gregory.pesce@whitecase.com  
jzakia@whitecase.com

*Counsel for the Official Committee of Unsecured  
Creditors*

**CERTIFICATE OF ACCURACY**

I certify that the foregoing statements are true and accurate to the best of my knowledge. This statement is being made pursuant to Bankruptcy Local Rule 9013-1(i).

/s/ Charles R. Koster  
Charles R. Koster

**CERTIFICATE OF SERVICE**

I certify that on May 11, 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

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

<p>In re:</p> <p>MODIVCARE INC., <i>et al.</i>,</p> <p style="text-align: right;">Reorganized Debtors.<sup>1</sup></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 25-90309 (ARP) (Jointly Administered)</p> <p><b>Re: Docket No. ____</b></p>
--	--	---

**ORDER (I) FINDING MODIVCARE TOPCO, LLC IN CIVIL  
CONTEMPT, (II) AWARDING ATTORNEY FEES AND COSTS TO W&C,  
AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”) of White & Case LLP (“**W&C**”) for entry of an order (this “**Order**”) finding ModivCare TopCo, LLC (“**TopCo**”) in civil contempt and awarding attorney fees and costs to W&C related to the Motion and in defending *Modivcare Topco, LLC’s Emergency Motion for Stay Pending Appeal* [Dkt. No. 1518] (the “**Stay Motion**”),<sup>2</sup> and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is appropriate under section 105(a) of the title 11 of the United States Code; and this Court having found that W&C’s notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion

---

<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 not defined herein shall have the meaning given to them in the Motion.

and having heard the statements in support of the relief requested therein at a hearing before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. TopCo is found to be in civil contempt for failing to adhere to the Escrow Order and Confirmation Order.

2. TopCo shall pay W&C its reasonable attorneys’ fees and expenses incurred in connection with the preparation, filing, and prosecution of the Motion and opposing the Stay Motion (collectively, the “**Enforcement Costs**”). TopCo shall pay the Enforcement Costs within seven (7) business days of W&C providing TopCo with the total amount of the Enforcement Costs.

3. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 2002 and the Bankruptcy Local Rules are satisfied by such notice.

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

5. W&C is authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

6. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order, including to award sanctions against TopCo for any failure to comply with the terms and provisions of this Order.

Dated \_\_\_\_\_, 2026  
Houston, Texas

---

Alfredo R. Pérez  
United States Bankruptcy Judge

**EXHIBIT 1**

May 7, 2026

**VIA E-MAIL**

Miriam T. Goott, Esq.  
Johnie Patterson, Esq.  
Walker & Patterson, P.C.  
P.O. Box 61301  
Houston, TX 77208

---

White & Case LLP  
609 Main Street  
Suite 2900  
Houston, TX 77002  
T +1 713 496 9700

[whitecase.com](http://whitecase.com)

**Re: *In re: ModivCare Inc. et al.*, Case No. 25-90309 (ARP)**

Dear Counsel:

We write to provide notice of our intent to file a motion seeking civil contempt of Court if your clients do not comply with the Escrow Order [Dkt. No. 1502] by close of business on May 8, 2026. The Court entered the Escrow Order a week ago, and you have not sought—let alone obtained—a stay relieving you of your obligation to comply with the Escrow Order pending your appeal. You have ignored our request for confirmation that you would comply, and we have confirmed with the clerk of the Court that you have not complied.

Under well-established Fifth Circuit precedent, a party is in civil contempt when the moving party establishes: (1) a court order was in effect; (2) the order required certain conduct by the respondent; and (3) the respondent failed to comply with the court's order. *See, e.g., In re Bradley*, 588 F.3d 254, 264 (5th Cir. 2009) (citing cases); *Test Masters Educational Services, Inc. v. Singh*, 428 F.3d 559, 582 (5th Cir. 2005) (same). All three elements are readily satisfied here. The Court entered the Escrow Order on April 30, 2026, which was immediately effective and enforceable upon entry. The Escrow Order required the Reorganized Debtors to pay all disputed amounts of professional fees into the registry of the Court, and the Reorganized Debtors have failed to do so. The law is clear that the filing of your notice of appeal does not stay your obligation to comply with the Court's order. *See Fed. R. Bankr. P. 8007; see also Seven Arts Filmed Ent. Ltd. v. Jonesfilm*, 538 F. App'x 444, 446-47 (5th Cir. 2013) (affirming second contempt ruling on party that did not seek to stay the district court's prior contempt order or comply with the contempt order while pursuing an appeal) (quoting *Maness v. Meyers*, 419 U.S. 449, 458 (1975) (“[A]ll orders and judgments of courts must be complied with promptly. If a person to whom a court directs an order believes that order is incorrect the remedy is to appeal, but, absent a stay, he must comply promptly with the order pending appeal.”)).

We hope that you will comply with the Escrow Order without the need for further Court intervention. If we are forced to file a contempt motion, we will seek all appropriate relief, including reimbursement of costs and fees.

May 7, 2026

Regards,

/s/ Charles Koster

**Charles Koster**

**T:** +1 832 786 6118

**E:** charles.koster@whitecase.com

**EXHIBIT 2**

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

In re:

MODIVCARE INC., *et al.*,<sup>1</sup>

Reorganized Debtors.

Chapter 11

Case No. 25-90309 (ARP)

(Jointly Administered)

**WHITE & CASE LLP'S FIRST INTERROGATORIES  
TO MODIVCARE TOPCO, LLC**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, made applicable by Rules 7026, 7033, and 9014 of the Federal Rules of Bankruptcy Procedure, White & Case, LLP (“**White & Case**”) serves its First Interrogatories (the “**Interrogatories**” and each, an “**Interrogatory**”) to ModivCare TopCo, LLC, as the reorganized debtor (the “**Reorganized Debtor**”). Responses to these Interrogatories must be served on **Charles Koster, White & Case LLP, 609 Main Street, Suite 2900, Houston, TX 77002**, on or before **May 11, 2026**.

**DEFINITIONS**

For the purposes of these Interrogatories, the following Definitions shall apply:

1. “**Affiliate**” has the meaning ascribed to such term in section 101(2) of the Bankruptcy Code.
2. “**April 30 Hearing**” refers to the hearing in the Bankruptcy Court on April 30, 2026 related to these Chapter 11 Cases.

---

<sup>1</sup> A complete list of each of the Reorganized Debtors in these chapter 11 cases (the “**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.

3. “**Bankruptcy Code**” means title 11 of the United States Code, as amended.
4. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas.
5. “**Cash**” shall have the meaning ascribed to it in the Plan.
6. “**Chapter 11 Cases**” means the voluntary chapter 11 cases commenced on the Petition Date by the Debtors in the Bankruptcy Court.
7. “**Communication**” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.
8. “**Concerning**,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying, recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.
9. “**Confirmation Order**” refers to the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates and (II) Denying Motions of the Official Committee of Unsecured Creditors for Leave, Derivative Standing, and Authority to Commence and Prosecute Certain Causes of Action on Behalf of Debtors’ Estates* [Dkt. No. 1055].
10. “**Consenting Creditors**” shall have the meaning ascribed to it under the Plan.

11. “**Debtors**” means ModivCare Inc. and its affiliated debtors that filed voluntary chapter 11 petitions under the Bankruptcy Code commencing the Chapter 11 Cases, and any of their respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

12. “**Document**” includes all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writing” or “recording” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

13. “**Effective Date**” has the meaning ascribed to it under the Plan.

14. “**Escrow Order**” refers to the *Order Requiring the Reorganized Debtors to Deposit Funds in Escrow with the Court* [Dkt. No. 1502].

15. “**Including**” means “including, without limitation” or “including, but not limited to.”

16. “**Petition Date**” means August 20, 2025.

17. “**Plan**” means the *Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates* [Dkt. No. 959].

18. “**Professional Fee Account**” refers to the location of the funds that are “set aside” as You referenced at the April 30 Hearing.

19. **“Relate”** and its variants encompass the terms “refer,” “reflect,” “constitute,” “evidence,” “in connection with,” and “concern” and shall be construed to bring within the scope of the Interrogatory, as applicable, all documents and information that comprise, evidence, constitute, describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of the subject matter of the Interrogatory, as applicable, including, but not limited to, all documents and information that reflect, record, memorialize, discuss, evaluate, consider, review, report, or otherwise evidence the existence of the subject matter of the Interrogatory, as applicable.

20. **“TopCo”** means ModivCare TopCo, LLC and its affiliated reorganized Debtors; any of their respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

21. **“You”** and **“Your”** shall refer to TopCo.

### **INSTRUCTIONS**

The preceding Definitions apply to each of these Instructions and for purposes of these Interrogatories, the following Instructions shall be followed:

1. Rule 2004 of the Federal Rules of Bankruptcy Procedure, Federal Rules of Civil Procedure 26, 33, and 34, made applicable by Bankruptcy Rules 7026, 7033, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, is hereby incorporated by reference and applies to each of the Definitions, Instructions and Interrogatories.

2. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Interrogatory.

3. If any responsive information or documents is known to have existed and cannot now be located, or has been destroyed, discarded, or otherwise disposed, set forth a complete statement of the circumstances surrounding such loss, destruction, discarding, or other disposition, including:

- a. A description of the information or documents, including the date, a summary of its contents and the identity of its author and the Person(s) to whom it was sent or shown;
  - b. The last known custodian;
  - c. Whether the information or document is missing or lost or was destroyed, discarded, or otherwise disposed;
  - d. The date of loss, destruction, discarding, or other disposition;
  - e. The reason(s) for destruction, discarding, or other disposition;
  - f. The Person(s) authorizing or carrying out such destruction, discarding, or other disposition; and
  - g. The efforts made to locate lost or misplaced information or documents.
4. If there is no information responsive to a specific request, so state in writing.

5. If You know of any information responsive to a particular request but cannot respond, so state, produce the information within Your possession, custody or control on the subject matter sought, and identify each Person whom You believe has information responsive to the Interrogatory.

6. In the event you seek to withhold any document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, You shall produce as much of the information concerned as to which no claim of privilege or other limitation of

discovery is made. With respect to information, documents or portions of documents for which a claim of privilege or other limitation of discovery is made, You are instructed to provide a list of the information, document(s) and thing(s) for which a privilege or limitation is claimed that (1) identifies the nature of the privilege or limitation; and (2) provides the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged or otherwise protected information: (i) the type of information or document; (ii) the name and capacity of each author and recipient of the information or document; (iii) the general subject matter of the information or document in a manner sufficient to support the privilege or other protection claimed; (iv) the date of the information or document; (v) such other information as is sufficient to identify the information or document for a subpoena *duces tecum*, including, where appropriate, the author(s) of the document, the addressee(s) of the document, and any other recipient(s) shown in the document, and, where not apparent, the relationship of the author(s), addressee(s), and recipient(s) to each other; and (vi) the same information referenced in (i)-(v) above for each enclosure or attachment to each listed document if the enclosure or attachment is also withheld from production.

7. Each Definition, Instruction, and Interrogatory herein shall be construed independently and not with reference to any other Definition, Instruction, or Interrogatory, for the purposes of limitation.

8. If any meaning of any term in any Interrogatory herein is unclear to You, without waiver of the right to seek a full and complete response to the Interrogatory, You shall assume a reasonable meaning, state what the assumed meaning is, and respond to the Interrogatory according to the assumed meaning.

9. In accordance with Rule 33 of the Federal Rules of Civil Procedure, as incorporated by Rules 7033 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, objections to any part of these Interrogatories shall be stated in full and with specificity. In the event You interpose an objection to an Interrogatory, You must respond to each part of the Interrogatory which objection is not made or provide testimony or information not objected to, as the case may be.

10. If You cannot respond to any part of the Interrogatories in full, respond to the extent possible, specifying the reason(s) for Your inability to respond to the remainder and stating whatever information or knowledge You have concerning the portion to which You do not respond.

11. Each Interrogatory shall be deemed continuing. You are to promptly supplement Your response if You obtain, generate, or discover additional documents or information, as required by Rule 26 of the Federal Rules of Civil Procedure, as incorporated by Rules 7026 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable.

12. “Including” shall not be construed to limit the scope of any Interrogatory.

13. Whenever necessary to bring within the scope of an Interrogatory information that might otherwise be construed to be outside its scope:

- a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
- b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
- c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and

- d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.

14. Unless another time period is specified, the relevant time period for these Interrogatories is from December 15, 2025 to the date that you respond to these Interrogatories.

### **INTERROGATORIES**

1. Identify with respect to the details of the Professional Fee Account: (i) the date the Professional Fee Account was established; (ii) the nature of the Professional Fee Account (i.e., whether the Professional Fee Account is an escrow account, a controlled account, or another type of account); (iii) the institution(s) where the Professional Fee Account is maintained and, if that institution is different than as of the Effective Date, any predecessor institution where the Professional Fee Account has been maintained; (iv) to the extent any funds were transferred from the Professional Fee Account, the date(s) and recipient(s) of any such transfers; (v) all parties intended to be paid from funds in the Professional Fee Account; (vi) each person or entity authorized to direct the release of, or to effectuate the withdraw of, funds from the Professional Fee Account; and (vii) all parties (other than TopCo) identified in response to this Interrogatory that are employed with or otherwise affiliated with, or that have been employed by or affiliated with, any of the Consenting Creditors or their affiliated funds.

2. Identify the escrow agent for the Professional Fee Account, if any.

3. Confirm whether the Professional Fee Account was established as provided in Article II, Section 2.5 of the Plan and funded in full in Cash prior to the Effective Date and, if not, whether You obtained a waiver of this condition precedent under Article IX of the Plan.

4. Identify the Professional Fee Account balance as of the following dates: (i) the Effective Date; (ii) March 6, 2026; (iii) April 6, 2026; (iv) April 30, 2026; and (v) May 8, 2026.

5. Identify the aggregate amount of unpaid claims covered by the Professional Fee Account as of May 8, 2026 and the entities that hold any such unpaid claims.

6. Identify the amount of funds in the Professional Fee Account reserved to pay any White & Case approved claim.

7. Identify the date You first contacted the Bankruptcy Court clerk's office about the Escrow Order.

8. Describe in detail the Communications You had with the Bankruptcy Court clerk's office, including Communications regarding whether the Escrow Order contained any defects or whether the Bankruptcy Court would reject Your attempt to transfer funds to the Bankruptcy Court's registry.

9. Describe the "deficiency" You were referring to at the April 30 Hearing.

*[Remainder of Page Intentionally Left Blank]*

Dated: May 8, 2026  
Houston, Texas

/s/ Charles R. Koster

**WHITE & CASE LLP**

Charles R. Koster (Texas Bar No.  
24128278)  
609 Main Street, Suite 2900  
Houston, TX 77002  
Telephone: (713) 496-9700  
Facsimile: (713) 496-9701  
Email: charles.koster@whitecase.com

-and-

J. Christopher Shore (admitted *pro hac vice*)  
Scott Greissman (admitted *pro hac vice*)  
1221 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 819-8200  
Facsimile: (212) 354-8113  
Email: cshore@whitecase.com  
sgreissman@whitecase.com

-and-

Gregory Pesce (admitted *pro hac vice*)  
Jason N. Zakia (admitted *pro hac vice*)  
300 N. LaSalle Drive  
Chicago, IL 60654  
Telephone: (312) 881-5400  
Facsimile: (312) 881-5450  
Email: gregory.pesce@whitecase.com  
jzakia@whitecase.com

*Counsel to the Official Committee of  
Unsecured Creditors*

**EXHIBIT 3**

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

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

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

---

Pursuant to Rules 26(b) and 34 of the Federal Rules of Civil Procedure, made applicable by Rules 7026, 7034, and 9014 of the Federal Rules of Bankruptcy Procedure, White & Case LLP (“**White & Case**”) serves its First Requests for Production (the “**Requests**” and each, a “**Request**”) to ModivCare TopCo, LLC, as the reorganized debtor (the “**Reorganized Debtor**”). Responses to these Requests must be served on **Charles Koster, White & Case LLP, 609 Main Street, Suite 2900, Houston, TX 77002**, on or before **May 11, 2026**.

**DEFINITIONS**

For the purposes of these Requests, the following Definitions shall apply:

1. “**Affiliate**” has the meaning ascribed to such term in section 101(2) of the Bankruptcy Code.
2. “**April 30 Hearing**” refers to the hearing in the Bankruptcy Court on April 30, 2026 related to these Chapter 11 Cases.

---

<sup>1</sup> A complete list of each of the Reorganized Debtors in these chapter 11 cases (the “**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.

3. “**Bankruptcy Code**” means chapter 11 of title 11 of the United States Code, as amended.

4. “**Bankruptcy Court**” means the United States Bankruptcy Court for the Southern District of Texas.

5. “**Chapter 11 Cases**” means the voluntary chapter 11 cases commenced on the Petition Date by the Debtors in the Bankruptcy Court.

6. “**Communication**” means any oral or written utterance, notation, or statement of any nature whatsoever between or among two or more persons, by or to whomsoever made, and including without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.

7. “**Concerning**,” “regarding,” “in connection with,” “relating to,” and/or “referring to” shall be construed to mean, without limitation, relating to, referring to, describing, evidencing, constituting, discussing, supporting, pertaining to, containing, analyzing, evaluating, studying, recording, showing, memorializing, reporting on, commenting on, mentioning, reviewed in conjunction with, setting forth, contradicting, refuting, considering, or recommending, in whole or in part.

8. “**Confirmation Order**” refers to the *Order (I) Confirming Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates and (II) Denying Motions of the Official Committee of Unsecured Creditors for Leave, Derivative Standing, and Authority to Commence and Prosecute Certain Causes of Action on Behalf of Debtors’ Estates* [Dkt. No. 1055].

9. “**Debtors**” means ModivCare Inc. and its affiliated debtors that filed voluntary chapter 11 petitions under the Bankruptcy Code commencing the Chapter 11 Cases, and any of

their respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

10. “**Document**” includes all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rules 7034 and 9014 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writing” or “recording” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

11. “**Effective Date**” has the meaning ascribed to it under the Plan.

12. “**Escrow Order**” refers to the *Order Requiring the Reorganized Debtors to Deposit Funds in Escrow with the Court* [Dkt. No. 1502].

13. “**Including**” means “including, without limitation” or “including, but not limited to.”

14. “**Petition Date**” means August 20, 2025.

15. “**Plan**” means the *Second Amended Joint Chapter 11 Plan of Reorganization of ModivCare Inc. and Its Debtor Affiliates* [Dkt. No. 959].

16. “**Professional Fee Account**” refers to the location of the funds that are “set aside” as You referenced at the April 30 Hearing.

17. “**Relate**” and its variants encompass the terms “refer,” “reflect,” “constitute,” “evidence,” “in connection with,” and “concern” and shall be construed to bring within the scope of the Request, as applicable, all documents and information that comprise, evidence, constitute,

describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of the subject matter of the Request, as applicable, including, but not limited to, all documents and information that reflect, record, memorialize, discuss, evaluate, consider, review, report, or otherwise evidence the existence of the subject matter of the Request, as applicable.

18. “**TopCo**” means ModivCare TopCo, LLC and its affiliated reorganized Debtors; any of their respective current or former affiliates, subsidiaries, parent corporations, predecessors, or successors entities; and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

19. “**You**” and “**Your**” shall refer to TopCo.

### **INSTRUCTIONS**

The preceding Definitions apply to each of these Instructions and for purposes of these Requests, the following instructions shall be followed:

1. Each and every reference to any person, without any limitation, (a) shall be deemed to include that person’s agents, attorneys, and any other person who acted on that person’s behalf; and (b) with respect to fictitious persons, shall be deemed to include each and all of its affiliates, divisions, predecessors and successors, and with respect to each of such entities, its officers, directors, shareholders, employees, members, partners, limited partners, representatives, agents, accountants, attorneys, and any other person who acted on its behalf.

2. You are to interpret each word, term, and phrase to have the broadest meaning permitted under the Federal Rules of Civil Procedure and the Federal Rules of Bankruptcy Procedure. References to the singular shall include the plural and references to the plural shall include the singular; the conjunctive shall include the disjunctive and the disjunctive shall include the conjunctive; and the present tense shall include the past tense and the past tense shall include the present tense.

3. Terms not otherwise defined shall have their ordinary and plain meaning, including within the context of the Federal Rules of Civil and Bankruptcy Procedure and in accordance with the general accepted meaning accorded such words and phrases in everyday use in the English language.

4. These Requests call for the production of all responsive Documents in Your possession, custody, or control that are available to You from any source, wherever situated, including any of Your present or former officers, directors, members, employees, agents, representatives, attorneys, or financial advisors. If any requested Document was but no longer is in Your control, state the disposition of each such Document.

5. Pursuant to Federal Rules of Bankruptcy Procedure 7026 and Federal Rule of Civil Procedure 26(e), these Requests shall be deemed continuing in nature so as to require You to file supplementary responses if You obtain new or different information up to and including the time of trial or any hearing or submission of this matter.

6. All Requests shall be deemed to include requests for Documents in their entirety, including any and all transmittal sheets, cover letters, cover e-mails, enclosures, or any other annexes or attachments to the Documents. You are to produce the original and all non-identical copies, including all drafts, of each Document requested. If You are not able to produce the original of any Document, You are to produce the best available copy and all non-identical copies, including drafts.

7. You are instructed to produce Documents either as they are kept in the usual course of business or organized and labeled to respond to the relevant Request.

8. The scope of Your search for electronic data that is responsive to any Request shall include all forms of electronic data collection, preservations, transmission, communication and

storage, including but not limited to all data generated and maintained in the ordinary course of business stored by You or any third parties on or in:

- a. local and network computers and storage devices;
- b. distributed, removable, or portable data, *i.e.*, information which resides on portable media and non-local devices, including home computers, laptop computers, magnetic or floppy discs, CD-ROMs, DVDs, solid-state and flash memory drives, cloud storage or other internet repositories (including e-mail hosted by web services such as Gmail), and handheld storage devices such as smart phones, tablets, and iPads;
- c. text messaging systems, including iMessage and SMS;
- d. voicemail and e-mail systems, alternative communication and messaging systems (including but not limited to instant messaging, Bloomberg chat, Telegram, WhatsApp, Facebook Messenger, or Slack), file and print servers, and fax servers;
- e. legacy data, *i.e.*, retained data that has been created or stored by the use of software or hardware that has been rendered outmoded or obsolete; and
- f. metadata, *i.e.*, information regarding a particular data set, which describes how, when and by whom it was collected, created, accessed, and modified and how it is formatted.

9. All Documents and Communications should be Bates labeled and should be produced in single page TIFF images (except that excel spreadsheets and other such file types that include logical formulae or files that, when converted to image format, take on an appearance noticeable different from the one the running-native file took when viewed on a computer screen, should be produced in native, with a “nativelink” file) with extracted text or OCR at the document level and with the following load files: LEP, OPT, and DAT. TIFF images should be 300 DPI Group IV compressed TIFF images. The load files should be provided as delimited load files. All metadata should be provided, including the following: BEGDOC, ENDDOC, BEGATTACH, ENDATTACH, Page Count, Author, To, CC, BCC, Custodian, Date Sent, Time Sent, Subject, File Name, Date Last Modified, MD5Hash and NATIVELINK (link to the native on media if

applicable).

10. All Microsoft Excel files (or other electronic spreadsheet files), audio and video files, and other files that are not able to be rendered as images shall be produced in their native format, unless redacted, with a corresponding native file path link in the DAT load file and a single-page placeholder bates numbered TIFF image.

11. Where an e-mail has an attachment, each attachment file should be produced immediately following the parent e-mail to which it was attached, in the sequential order which it appears in the native file.

12. The selection of Documents from files and other sources and the numbering of such Documents shall be performed in such a manner as to ensure that the source of each Document may be determined, if necessary, including providing the accompanying metadata or other data which would allow the source of the Document to be identified.

13. If You do not have any Documents responsive to a particular Request, so state. If after exercising due diligence to secure them, You cannot provide some or any of the requested Documents, so state and provide all Documents to the extent possible, specifying the reason for Your inability to produce the remainder of the Documents, and stating whatever information or knowledge You have concerning each Document not produced.

14. If You object to any Request set forth herein, state the specific grounds upon which You object and produce all Documents responsive to the Request about which there is no objection.

15. To the extent You contend You are entitled to withhold from production any Document responsive to any Request set forth herein based on the assertion of attorney-client privilege, the attorney work-product doctrine or any other privilege, You should provide the following information, or any alternative information to which the parties may otherwise agree,

with respect to such Document:

- a. the date of the Document;
- b. the title of the Document;
- c. the name of its author(s) or preparer(s) and an identification by employer and title of each such person;
- d. the name of each person who was sent or furnished with, received, viewed, or has custody of the Document or a copy thereof together with an identification by employer and title of each such person;
- e. the Request to which the Document relates;
- f. the title and description of the Document sufficient to identify it without revealing the information for which privilege is claimed;
- g. the claim of privilege under which it is withheld; and
- h. a description of the subject matter of the Document in sufficient detail to support Your contention that the Document is privileged.

16. If a portion of an otherwise responsive Document contains information subject to a claim privilege, those portions of the Document subject to the claim of privilege shall be redacted from the Document and the rest of the Document shall be produced, consistent with the terms set forth elsewhere herein.

17. If any meaning of any term in any Request herein is unclear to You, without waiver of the right to seek a full and complete response to the Request, You shall assume a reasonable meaning, state what the assumed meaning is to ensure any limitation is revealed, and produce Documents pursuant to the Request according to the assumed meaning.

18. The time frame applicable to these Requests is from December 15, 2025 to the present unless otherwise stated.

**DOCUMENTS REQUESTED**

1. All statements for the Professional Fee Account.
2. The executed escrow agreement related to the Professional Fee Account, if any and any amendments thereto.
3. All waivers obtained related to Your obligations with respect to (i) the Professional Fee Account; and (ii) any Professional Escrow Account, as that term is defined in the Plan, including, to the condition precedent to the Effective Date to fund the Professional Fee Account in full in Cash, as provided in Article IX, section 9.1 (ix) of the Plan.

*[Remainder of Page Intentionally Left Blank]*

Dated: May 8, 2026  
Houston, Texas

/s/ Charles R. Koster

**WHITE & CASE LLP**

Charles R. Koster (Texas Bar No.  
24128278)  
609 Main Street, Suite 2900  
Houston, TX 77002  
Telephone: (713) 496-9700  
Facsimile: (713) 496-9701  
Email: charles.koster@whitecase.com

-and-

J. Christopher Shore (admitted *pro hac vice*)  
Scott Greissman (admitted *pro hac vice*)  
1221 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 819-8200  
Facsimile: (212) 354-8113  
Email: cshore@whitecase.com  
sgreissman@whitecase.com

-and-

Gregory Pesce (admitted *pro hac vice*)  
Jason N. Zakia (admitted *pro hac vice*)  
300 N. LaSalle Drive  
Chicago, IL 60654  
Telephone: (312) 881-5400  
Facsimile: (312) 881-5450  
Email: gregory.pesce@whitecase.com  
jzakia@whitecase.com

*Counsel to the Official Committee of  
Unsecured Creditors*