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

| | | |
|---|---|---|
| In re: | : | Chapter 11 |
| MODIVCARE INC., *et al.*, | : | Case No. 25-90309 (ARP) |
| Debtors.[1] | : | (Jointly Administered) |

**CERTIFICATE OF NO OBJECTION REGARDING**
**MOTION OF DEBTORS FOR AUTHORITY TO RETAIN AND COMPENSATE**
**PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS**
**[Relates to Docket No. 336]**

Pursuant to the Procedures for Complex Cases in the Southern District of Texas (the "***Complex Case Procedures***"), the undersigned hereby certifies as follows:

1. On September 18, 2025, the above-captioned debtors in possession (collectively, the "***Debtors***") filed the *Motion of Debtors for Authority to Retain and Compensate Professionals Used in the Ordinary Course of Business* [Docket No. 336] (the "***Motion***").

2. The deadline to file objections to the Motion was October 9, 2025 (the "***Objection Deadline***").

3. The Objection Deadline passed and, in accordance with paragraph 44 of the Complex Case Procedures, the undersigned represents to the Court that counsel has reviewed the Court's docket and no objections or other responses to the Motion have been filed on the Court's docket, and the Debtors are unaware of any other objection to the Motion.

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

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4. In advance of the Objection Deadline, the Debtors' counsel received informal comments from the Official Committee of Unsecured Creditors. The Debtors attach hereto (a) a revised proposed order incorporating revisions and (b) a redline of such revisions. The revisions reflected in the attached redline resolve all comments.

5. Accordingly, the Debtors respectfully request that the Court enter the revised proposed order attached hereto.

[*Remainder of this page intentionally left blank.*]

Dated: October 10, 2025
Houston, Texas

Respectfully submitted,

*/s/ Timothy A. ("Tad") Davidson II*

**HUNTON ANDREWS KURTH LLP**
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- and –

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*Proposed Co-Counsel for the Debtors and Debtors in Possession*

## Certificate of Service

I certify that on October 10, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

*/s/ Timothy A. ("Tad") Davidson II*
Timothy A. ("Tad") Davidson II

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

| | | |
|---|---|---|
| In re: | : | Chapter 11 |
| MODIVCARE INC., *et al.*, | : | Case No. 25-90309 (ARP) |
| Debtors.[1] | : | (Jointly Administered) |

**ORDER AUTHORIZING DEBTORS TO RETAIN AND COMPENSATE**
**PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS**
**[Relates to Motion at Docket No. 336]**

Upon the motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") authorizing the Debtors to retain and compensate professionals that they use in the ordinary course of business (the "***Ordinary Course Professionals***"), all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and all objections, if

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

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Debtors are authorized, but not directed, in their sole discretion to employ and compensate the Ordinary Course Professionals, including, but not limited to, those listed on **Exhibit A** attached hereto, in the ordinary course of their business, pursuant to the terms of this Order, in accordance with the following procedures for the retention and compensation of the Ordinary Course Professionals:

a. Within thirty days of the date on which (i) this Order is entered or (ii) any Ordinary Course Professional begins work for the Debtors, whichever is later, the Debtors shall file a declaration of disinterestedness (the "***Declaration of Disinterestedness***") on the docket of the Chapter 11 Cases, substantially in the form attached to this Order as **Exhibit B**, by which such Ordinary Course Professional will certify that it does not represent or hold any interest adverse to the Debtors or their estates with respect to the matter on which the professional is to be employed.

b. The Debtors shall file and serve (with ECF or email service being sufficient) the Declaration of Disinterestedness on the following parties (collectively, the "***Notice Parties***"): (i) the Office of the United States Trustee for the Southern District of Texas; (ii) counsel to the Committee; (iii) counsel to any additional statutory committees appointed in the chapter 11 cases; and (iv) counsel to the First Lien Agent and the Consenting Creditors.

c. Any party in interest shall have 10 days after filing of the Declaration of Disinterestedness (the "***Objection Deadline***") to file an objection on the docket of the Chapter 11 Cases to the retention, employment, or compensation of the Ordinary Course Professional. The objecting party shall serve any such objection upon the Debtors' counsel and the respective Ordinary Course Professional on or before the Objection Deadline. If an objection is asserted by the Objection Deadline and such objection cannot be resolved, the Debtors shall schedule the matter for hearing before the Court.

d. If no objections are filed and served by the Objection Deadline, the retention, employment, and compensation of the Ordinary Course Professional shall be deemed approved by the Court without the need for a hearing or further order and the Debtors shall be authorized to pay such Ordinary Course Professional as set forth below.

e. The Debtors reserve the right to modify the Ordinary Course Professional Schedule as necessary to add or remove Ordinary Course Professionals, from time to time, in their sole discretion. In the event that an Ordinary Course Professional is added to the Ordinary Course Professional Schedule, the Debtors will file a notice on the docket of the Chapter 11 Cases listing the additional Ordinary Course Professionals that the Debtors intend to employ (each, an "***Ordinary Course Professional Notice***"). Additionally, the Debtors will file a Declaration of Disinterestedness on the docket of the Chapter 11 Cases for each additional Ordinary Course Professional, and the same objection procedures described above shall apply.

f. Subject to the objection procedures described above, and upon receipt of reasonably detailed invoices indicating the nature of the services rendered and calculated in accordance with such Ordinary Course Professional's standard billing practices (without prejudice to the Debtors' right to dispute any such invoices), the Debtors are authorized to pay compensation and reimburse expenses to each of the Ordinary Course Professionals retained pursuant to the Order in the customary manner and in the full amount billed by each such Ordinary Course Professional up to the monthly amount set forth for such Ordinary Course Professional on **Exhibit A** on average over the preceding three-month period on a rolling basis (the "***Ordinary Course Professional Cap***").

g. The Debtors may increase the Ordinary Course Professional Cap for any Ordinary Course Professional with the consent (email being sufficient) of the Notice Parties. Absent consent, the Debtors may file a motion seeking Court authority to increase the Ordinary Course Professional Cap for any Ordinary Course Professional.

h. To the extent an Ordinary Course Professional seeks compensation in excess of the Ordinary Course Professional Cap (the "***Excess Fees***"), the Ordinary Course Professional shall file on the docket of the Chapter 11 Cases a Notice of Fees in Excess of the Ordinary Course Professional Cap (the "***Notice of Excess Fees***") which shall include an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred, including all time entries and fees incurred by the Ordinary Course Professional for the relevant month. Interested parties shall then have 14 days to file an objection on the docket of the Chapter 11 Cases to the Notice of Excess Fees. If after 14 days no objection is filed, the Excess Fees shall be deemed approved, and the Ordinary Course Professional may be paid 100% of its fees and 100% of its expenses without the need to file a fee application. For the avoidance of doubt, the Debtors are authorized to pay compensation and reimburse expenses of an Ordinary Course Professional up to the Ordinary Course Professional Cap, notwithstanding the objection period set forth above for any Excess Fees. To the extent an Ordinary Course Professional seeks compensation in excess of the Ordinary Course Professional Cap on more than two occasions, the Debtors shall file an application to employ such Ordinary Course Professional pursuant to sections 327 and 328 of the Bankruptcy Code, as applicable, and such Ordinary Course Professional's subsequent compensation shall be governed by the Court's order, if any, approving such Ordinary Course Professional's employment.

i. The foregoing proposed ordinary course retention and compensation procedures shall not apply to those professionals for whom the Debtors filed (or will file) separate applications for approval of employment, such as the Debtors' proposed bankruptcy counsel and/or financial restructuring advisors nor will they apply to professionals that are being paid by non-Debtor third parties.

2. To the extent that any agreement between the Debtors and an Ordinary Course Professional provides for the indemnification by the Debtors of such Ordinary Course Professional in connection with the services that are the subject of the Motion (each such agreement, an "***OCP Agreement***"), such indemnification provisions are approved, subject to the following modifications, applicable during the pendency of the Chapter 11 Cases:

a. The Ordinary Course Professional shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.

b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Ordinary Course Professional, or provide contribution or reimbursement to the Ordinary Course Professional, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Ordinary Course Professional's gross negligence, willful misconduct, bad faith, breach of fiduciary duty (if any), or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Ordinary Course Professional's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Ordinary Course Professional should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, the Ordinary Course Professional believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, the Ordinary Course Professional must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Ordinary Course Professional before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any demand by the Ordinary Course Professional for indemnification, contribution, or reimbursement. In the event that the Ordinary Course Professional seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Ordinary Course Professional's own applications, both interim and final, but determined by this Court after notice and a hearing.

3. The rights of the Debtors to request authority from this Court to increase the Ordinary Course Professional Cap prospectively are hereby reserved.

4. Nothing in this Order shall preclude an Ordinary Course Professional from subsequently seeking retention as an estate professional under section 327 or section 328 of the Bankruptcy Code.

5. Notwithstanding anything herein to the contrary, nothing in this Order shall prevent the U.S. Trustee and the Committee from seeking a determination from this Court (a) requiring an Ordinary Course Professional to file a separate retention application under section 327(a) or section 327(e) of the Bankruptcy Code or (b) altering the amount of the Ordinary Course Professional Cap.

6. This Order shall not apply to any professional retained pursuant to a separate order of this Court.

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

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

9. The Debtors shall not pay any Ordinary Course Professional any amounts for invoiced fees and expense reimbursement until the applicable Ordinary Course Professional's Declaration of Disinterestedness has been filed with this Court and the applicable Objection Deadline has passed with no objections having been filed or, in the event an objection is filed, until such objection is resolved promptly by the parties or upon order of this Court.

10. Beginning with the period ending on November 30, 2025, and in three-month increments thereafter while these Chapter 11 Cases are pending (each, a "***Quarter***"), the Debtors shall file with the Court and serve on the Notice Parties, no later than 30 days after the conclusion of such Quarter, a statement with respect to each Ordinary Course Professional paid during the immediately preceding Quarter. Each Ordinary Course Professional's statement shall include the following information: (a) the name of the Ordinary Course Professional; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by that Ordinary Course Professional during the reported Quarter; (c) all postpetition payments made to that Ordinary Course Professional to date; and (d) a general description of the services rendered by that Ordinary Course Professional. The initial Ordinary Course Professional statement shall cover the period beginning on the Petition Date and ending November 30, 2025 and shall be filed no later than December 30, 2025.

11. Notwithstanding any other provision of this Order, this Order does not authorize the payment of any prepetition fees or expenses.

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

Signed: _______________, 2025
Houston, Texas

_________________________________________
UNITED STATES BANKRUPTCY JUDGE

# Exhibit A

## Debtors' Ordinary Course Professionals

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| KPMG LLP | Accounting | Accounting services | $350,000.00 |
| PwC US Tax LLP | Accounting | Accounting services | $100,000.00 |
| Gibson, Dunn & Crutcher LLP | Legal | Legal services | $200,000.00 |
| Polsinelli PC | Legal | Legal services | $200,000.00 |
| Littler Mendelson PC | Legal | Legal services | $200,000.00 |
| Nixon Peabody LLP | Legal | Legal services | $340,000.00 |
| Bradley Arant Boult Cummings LLP | Legal | Legal services | $200,000.00 |
| Willoughby Humphrey & D'Antoni PA | Legal | Legal services | $200,000.00 |
| Stevens & Lee P.C. | Legal | Legal services | $200,000.00 |
| Manatt, Phelps & Phillips, LLP | Legal | Legal services | $50,000.00 |
| Maine Street Solutions | Consulting | Contract and consulting services | $5,000.00 |
| Verrill & Dana LLP | Legal | Legal services | $100,000.00 |
| Willcox Savage Consulting LLC | Consulting & Legal | Contract and consulting services & Legal Services | $150,000.00 |
| Capital Impact Group LLC | Consulting | Contract and consulting services | $6,000.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| M J Simon & Company LLC | Consulting | Contract and consulting services | $30,000.00 |
| FTI Consulting, Inc. (FlexStaff) | Temp Labor | Accounts receivable support | $135,000.00 |
| Kelley Consulting | Consulting | Contract and consulting services | $7,500.00 |
| Mercury Public Affairs, LLC | Consulting | Contract and consulting services | $9,000.00 |
| Gaffney Bennett and Associates, Inc. | Consulting | Contract and consulting services | $5,000.00 |
| SAUL EWING ARNSTEIN & LEHR LLP | Legal | Legal services | $200,000.00 |
| KRAMON & GRAHAM PA | Legal | Legal services | $50,000.00 |
| BONDURANT MIXSON & ELMORE LLP | Legal | Legal services | $100,000.00 |
| Honigman LLP | Legal | Legal services | $100,000.00 |
| BALCH & BINGHAM LLP | Legal | Legal services | $50,000.00 |
| Derryberry & Naifeh | Legal | Legal services | $150,000.00 |
| BOWLES RICE LLP | Legal | Legal services | $100,000.00 |
| JAMES MILLER & ASSOCIATES | Consulting | Contract and consulting services | $7,000.00 |
| NIELSEN MERKSAMER PARRINELLO GROSS LEONI | Legal | Legal services | $7,000.00 |
| BYRD GOMES LLC | Legal | Legal services | $3,000.00 |
| Baker & Hostetler LLP | Consulting | Contract and consulting services | $20,000.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| FAEGRE DRINKER BIDDLE & REATH LLP | Consulting | Contract and consulting services | $6,875.00 |
| CAPITAL CITY CONSULTING, LLC | Consulting | Contract and consulting services | $8,000.00 |
| JL MORGAN COMPANY INC | Consulting | Contract and consulting services | $8,000.00 |
| ANDERSON RICHARD CONSULTING LLC | Consulting | Contract and consulting services | $5,000.00 |
| PERRY, WHITE, ROSS & JACOBSON LLC | Consulting | Contract and consulting services | $6,000.00 |
| McCall Hamilton Advocacy, LLC | Consulting | Contract and consulting services | $4,000.00 |
| CENTERPOINT360 LLC | Consulting | Contract and consulting services | $25,000.00 |
| 1868 PUBLIC AFFAIRS LLC | Consulting | Contract and consulting services | $7,500.00 |
| HINMAN STRAUB ADVISORS LLC | Consulting | Contract and consulting services | $7,500.00 |
| SMITH ANDERSON BLOUNT DORSETT MITCHELL | Consulting | Contract and consulting services | $6,500.00 |
| AMBER INTEGRATED LLC | Consulting | Contract and consulting services | $5,000.00 |
| RIDGE POLICY GROUP | Consulting | Contract and consulting services | $5,300.00 |
| SOUTHERN STRATEGY GROUP, CHARLESTON AND COLUMBIA, SOUTH CAROLINA | Consulting | Contract and consulting services | $5,000.00 |
| WEST VIRGINIA LOBBYIST GROUP | Consulting | Contract and consulting services | $7,500.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| CASTLEBERRY LAW FIRM | Legal | Legal services | $100,000.00 |
| GORDON REES SCULLY MANSUKHANI LLP | Legal | Legal services | $75,000.00 |
| **Total** | | | **$3,556,675.00** |

# Exhibit B

## Declaration of Disinterestedness

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

| | | |
|---|---|---|
| In re: | : | Chapter 11 |
| MODIVCARE INC., *et al.*, | : | Case No. 25-90309 (ARP) |
| Debtors.[1] | : | (Jointly Administered) |

**DECLARATION OF DISINTERESTEDNESS OF [ENTITY] PURSUANT TO ORDER AUTHORIZING THE RETENTION AND COMPENSATION OF CERTAIN PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS**

I, [INSERT NAME], declare under penalty of perjury:

1. I am [INSERT TITLE] of [INSERT FIRM NAME], located at [INSERT FIRM ADDRESS] (the "***Firm***"). The Firm's practice consists of: [INSERT BUSINESS DESCRIPTION].

2. Neither I, the Firm, nor any other owner or associate of the Firm, insofar as I have been able to ascertain, has any connection with the above-captioned debtors (collectively, the "***Debtors***"), their creditors, or any other parties in interest, or their attorneys, except as set forth in this declaration (this "***Declaration***").

3. The Firm worked with the Debtors in the following capacities: [INSERT BUSINESS RELATIONSHIP WITH OR SERVICES PROVIDED TO THE DEBTORS].

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

4. The Debtors have requested that the Firm represent and advise the Debtors with respect to the above matters and such other matters as may be ordinarily rendered by the Firm, and the Firm has agreed to do so.

5. The Debtors owe the Firm $[____________] for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532.

6. I understand that the amount owed by any of the Debtors to the Firm for prepetition services will be treated as a general unsecured claim.

7. Except as set forth herein, no promises have been received by the Firm, or any owner or associate thereof, as to compensation in connection with the Debtors' chapter 11 cases, other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the U.S. Trustee Guidelines, and all orders of the Bankruptcy Court.

8. The Firm and its owners may have in the past represented, currently represent, and may in the future represent, entities that are affiliates of, or related to, the Debtors or other parties in interest in the Debtors' chapter 11 cases or in matters unrelated to the Debtors' chapter 11 cases. However, the Firm does not, and will not, represent any such entity in connection with the Debtors' chapter 11 cases and does not have any relationship with any such entity, its attorneys, or accountants that would be materially adverse to the Debtors or their estates.

9. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

10. Neither I nor any principal, partner, director, officer, of or professional employed by, the Firm, insofar as I have been able to ascertain, holds, or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed.

11. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

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

Dated: ____________, ____________________________________
[DECLARANT]

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

| | | |
|---|---|---|
| ------------------------------------------------------------ | x | |
| | : | |
| In re: | : | Chapter 11 |
| | : | |
| MODIVCARE INC., *et al.*, | : | Case No. 25-90309 (ARP) |
| | : | |
| Debtors.[1] | : | (Jointly Administered) |
| | : | |
| ------------------------------------------------------------ | x | |

**ORDER AUTHORIZING DEBTORS TO RETAIN AND COMPENSATE**
**PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS**
**[Relates to Motion at Docket No. ~~—~~336]**

Upon the motion (the "***Motion***")[2] of the Debtors for entry of an order (this "***Order***") authorizing the Debtors to retain and compensate professionals that they use in the ordinary course of business (the "***Ordinary Course Professionals***"), all as more fully set forth in the Motion; and the Court having reviewed the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary, except as set forth in the Motion with

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

[2] Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Motion.

respect to entry of this Order; and upon the record herein; and after due deliberation thereon; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Debtors are authorized, but not directed, in their sole discretion to employ and compensate the Ordinary Course Professionals, including, but not limited to, those listed on **Exhibit A** attached hereto, in the ordinary course of their business, pursuant to the terms of this Order, in accordance with the following procedures for the retention and compensation of the Ordinary Course Professionals:

a. Within thirty days of the date on which (i) this Order is entered or (ii) any Ordinary Course Professional begins work for the Debtors, whichever is later, the Debtors shall file a declaration of disinterestedness (the "***Declaration of Disinterestedness***") on the docket of the Chapter 11 Cases, substantially in the form attached to this Order as **Exhibit B**, by which such Ordinary Course Professional will certify that it does not represent or hold any interest adverse to the Debtors or their estates with respect to the matter on which the professional is to be employed.

b. The Debtors shall file and serve (with ECF or email service being sufficient) the Declaration of Disinterestedness on the following parties (collectively, the "***Notice Parties***"): (i) the Office of the United States Trustee for the Southern District of Texas; (ii) counsel to ~~any~~**the Committee; (iii) counsel to any additional** statutory committees appointed in the chapter 11 cases; and (~~iii~~**iv**) counsel to the First Lien Agent and the Consenting Creditors.

c. Any party in interest shall have 10 days after filing of the Declaration of Disinterestedness (the "***Objection Deadline***") to file an objection on the docket of the Chapter 11 Cases to the retention, employment, or compensation of the Ordinary Course Professional. The objecting party shall serve any such objection upon the Debtors' counsel and the respective Ordinary Course Professional on or before the Objection

Deadline. If an objection is asserted by the Objection Deadline and such objection cannot be resolved, the Debtors shall schedule the matter for hearing before the Court.

d. If no objections are filed and served by the Objection Deadline, the retention, employment, and compensation of the Ordinary Course Professional shall be deemed approved by the Court without the need for a hearing or further order and the Debtors shall be authorized to pay such Ordinary Course Professional as set forth below.

e. The Debtors reserve the right to modify the Ordinary Course Professional Schedule as necessary to add or remove Ordinary Course Professionals, from time to time, in their sole discretion. In the event that an Ordinary Course Professional is added to the Ordinary Course Professional Schedule, the Debtors will file a notice on the docket of the Chapter 11 Cases listing the additional Ordinary Course Professionals that the Debtors intend to employ (each, an "***Ordinary Course Professional Notice***"). Additionally, the Debtors will file a Declaration of Disinterestedness on the docket of the Chapter 11 Cases for each additional Ordinary Course Professional, and the same objection procedures described above shall apply.

f. Subject to the objection procedures described above, and upon receipt of reasonably detailed invoices indicating the nature of the services rendered and calculated in accordance with such Ordinary Course Professional's standard billing practices (without prejudice to the Debtors' right to dispute any such invoices), the Debtors are authorized to pay compensation and reimburse expenses to each of the Ordinary Course Professionals retained pursuant to the Order in the customary manner and in the full amount billed by each such Ordinary Course Professional up to the monthly amount set forth for such Ordinary Course Professional on **<u>Exhibit A</u>** on average over the preceding three-month period on a rolling basis (the "***Ordinary Course Professional Cap***").

g. The Debtors may increase the Ordinary Course Professional Cap for any Ordinary Course Professional with the consent (email being sufficient) of the Notice Parties. Absent consent, the Debtors may file a motion seeking Court authority to increase the Ordinary Course Professional Cap for any Ordinary Course Professional.

h. To the extent an Ordinary Course Professional seeks compensation in excess of the Ordinary Course Professional Cap (the "***Excess Fees***"), the Ordinary Course Professional shall file on the docket of the Chapter 11 Cases a Notice of Fees in Excess of the Ordinary Course Professional Cap (the "***Notice of Excess Fees***") which shall include an invoice setting forth, in reasonable detail, the nature of the services rendered and disbursements actually incurred, including all time entries and fees incurred by the

Ordinary Course Professional for the relevant month. Interested parties shall then have 14 days to file an objection on the docket of the Chapter 11 Cases to the Notice of Excess Fees. If after 14 days no objection is filed, the Excess Fees shall be deemed approved, and the Ordinary Course Professional may be paid 100% of its fees and 100% of its expenses without the need to file a fee application. For the avoidance of doubt, the Debtors are authorized to pay compensation and reimburse expenses of an Ordinary Course Professional up to the Ordinary Course Professional Cap, notwithstanding the objection period set forth above for any Excess Fees. To the extent an Ordinary Course Professional seeks compensation in excess of the Ordinary Course Professional Cap on more than two occasions, the Debtors shall file an application to employ such Ordinary Course Professional pursuant to sections 327 and 328 of the Bankruptcy Code, as applicable, and such Ordinary Course Professional's subsequent compensation shall be governed by the Court's order, if any, approving such Ordinary Course Professional's employment.

i. The foregoing proposed ordinary course retention and compensation procedures shall not apply to those professionals for whom the Debtors filed (or will file) separate applications for approval of employment, such as the Debtors' proposed bankruptcy counsel and/or financial restructuring advisors nor will they apply to professionals that are being paid by non-Debtor third parties.

2. To the extent that any agreement between the Debtors and an Ordinary Course Professional provides for the indemnification by the Debtors of such Ordinary Course Professional in connection with the services that are the subject of the Motion (each such agreement, an "***OCP Agreement***"), such indemnification provisions are approved, subject to the following modifications, applicable during the pendency of the Chapter 11 Cases:

a. The Ordinary Course Professional shall not be entitled to indemnification, contribution, or reimbursement pursuant to the OCP Agreement for services other than the services provided under the OCP Agreement, unless such services and the indemnification, contribution, or reimbursement are approved by this Court.

b. Notwithstanding anything to the contrary in the OCP Agreement, the Debtors shall have no obligation to indemnify the Ordinary Course Professional, or provide contribution or reimbursement to the Ordinary Course Professional, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the Ordinary Course Professional's gross negligence, willful misconduct, bad faith, breach of fiduciary duty (if any), or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of the Ordinary Course Professional's contractual obligations if this Court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; (iii) of any type for which this Court determines that indemnification, contribution, or reimbursement would not be permissible; or (iv) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which the Ordinary Course Professional should not receive indemnity, contribution, or reimbursement under the terms of the OCP Agreement as modified by this Court.

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, the Ordinary Course Professional believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the OCP Agreement (as modified by this Order), including the advancement of defense costs, the Ordinary Course Professional must file an application therefor in this Court, and the Debtors may not pay any such amounts to the Ordinary Course Professional before the entry of an order by this Court approving the payment. All parties in interest shall retain the right to object to any demand by the Ordinary Course Professional for indemnification, contribution, or reimbursement. In the event that the Ordinary Course Professional seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the OCP Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in the Ordinary Course Professional's own applications, both interim and final, but determined by this Court after notice and a hearing.

3. The rights of the Debtors to request authority from this Court to increase the Ordinary Course Professional Cap prospectively are hereby reserved.

4. Nothing in this Order shall preclude an Ordinary Course Professional from subsequently seeking retention as an estate professional under section 327 or section 328 of the Bankruptcy Code.

5. Notwithstanding anything herein to the contrary, nothing in this Order shall prevent the U.S. Trustee **and the Committee** from seeking a determination from this Court (a) requiring an Ordinary Course Professional to file a separate retention application under section 327(a) or section 327(e) of the Bankruptcy Code or (b) altering the amount of the Ordinary Course Professional Cap.

6. This Order shall not apply to any professional retained pursuant to a separate order of this Court.

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

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

**9. The Debtors shall not pay any Ordinary Course Professional any amounts for invoiced fees and expense reimbursement until the applicable Ordinary Course Professional's Declaration of Disinterestedness has been filed with this Court and the applicable Objection Deadline has passed with no objections having been filed or, in the event an objection is filed, until such objection is resolved promptly by the parties or upon order of this Court.**

**10. Beginning with the period ending on November 30, 2025, and in three-month increments thereafter while these Chapter 11 Cases are pending (each, a "*Quarter*"), the Debtors shall file with the Court and serve on the Notice Parties, no later than 30 days after the conclusion of such Quarter, a statement with respect to each Ordinary Course Professional paid during the immediately preceding Quarter. Each Ordinary Course Professional's statement shall include the following information: (a) the name of the**

**Ordinary Course Professional; (b) the aggregate amounts paid as compensation for services rendered and reimbursement of expenses incurred by that Ordinary Course Professional during the reported Quarter; (c) all postpetition payments made to that Ordinary Course Professional to date; and (d) a general description of the services rendered by that Ordinary Course Professional. The initial Ordinary Course Professional statement shall cover the period beginning on the Petition Date and ending November 30, 2025 and shall be filed no later than December 30, 2025.**

**11. Notwithstanding any other provision of this Order, this Order does not authorize the payment of any prepetition fees or expenses.**

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

Signed: _______________, 2025
Houston, Texas

_________________________________________
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**Debtors' Ordinary Course Professionals**

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| KPMG LLP | Accounting | Accounting services | $350,000.00 |
| PwC US Tax LLP | Accounting | Accounting services | $100,000.00 |
| Gibson, Dunn & Crutcher LLP | Legal | Legal services | $200,000.00 |
| Polsinelli PC | Legal | Legal services | $200,000.00 |
| Littler Mendelson PC | Legal | Legal services | $200,000.00 |
| Nixon Peabody LLP | Legal | Legal services | $340,000.00 |
| Bradley Arant Boult Cummings LLP | Legal | Legal services | $200,000.00 |
| Willoughby Humphrey & D'Antoni PA | Legal | Legal services | $200,000.00 |
| Stevens & Lee P.C. | Legal | Legal services | $200,000.00 |
| Manatt, Phelps & Phillips, LLP | Legal | Legal services | $50,000.00 |
| Maine Street Solutions | Consulting | Contract and consulting services | $5,000.00 |
| Verrill & Dana LLP | Legal | Legal services | $100,000.00 |
| Willcox Savage Consulting LLC | Consulting & Legal | Contract and consulting services & Legal Services | $150,000.00 |
| Capital Impact Group LLC | Consulting | Contract and consulting services | $6,000.00 |
| M J Simon & Company LLC | Consulting | Contract and consulting services | $30,000.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| FTI Consulting, Inc. (FlexStaff) | Temp Labor | Accounts receivable support | $135,000.00 |
| Kelley Consulting | Consulting | Contract and consulting services | $7,500.00 |
| Mercury Public Affairs, LLC | Consulting | Contract and consulting services | $9,000.00 |
| Gaffney Bennett and Associates, Inc. | Consulting | Contract and consulting services | $5,000.00 |
| SAUL EWING ARNSTEIN & LEHR LLP | Legal | Legal services | $200,000.00 |
| KRAMON & GRAHAM PA | Legal | Legal services | $50,000.00 |
| BONDURANT MIXSON & ELMORE LLP | Legal | Legal services | $100,000.00 |
| Honigman LLP | Legal | Legal services | $100,000.00 |
| BALCH & BINGHAM LLP | Legal | Legal services | $50,000.00 |
| Derryberry & Naifeh | Legal | Legal services | $150,000.00 |
| BOWLES RICE LLP | Legal | Legal services | $100,000.00 |
| JAMES MILLER & ASSOCIATES | Consulting | Contract and consulting services | $7,000.00 |
| NIELSEN MERKSAMER PARRINELLO GROSS LEONI | Legal | Legal services | $7,000.00 |
| BYRD GOMES LLC | Legal | Legal services | $3,000.00 |
| Baker & Hostetler LLP | Consulting | Contract and consulting services | $20,000.00 |
| FAEGRE DRINKER BIDDLE & REATH LLP | Consulting | Contract and consulting services | $6,875.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| CAPITAL CITY CONSULTING, LLC | Consulting | Contract and consulting services | $8,000.00 |
| JL MORGAN COMPANY INC | Consulting | Contract and consulting services | $8,000.00 |
| ANDERSON RICHARD CONSULTING LLC | Consulting | Contract and consulting services | $5,000.00 |
| PERRY, WHITE, ROSS & JACOBSON LLC | Consulting | Contract and consulting services | $6,000.00 |
| McCall Hamilton Advocacy, LLC | Consulting | Contract and consulting services | $4,000.00 |
| CENTERPOINT360 LLC | Consulting | Contract and consulting services | $25,000.00 |
| 1868 PUBLIC AFFAIRS LLC | Consulting | Contract and consulting services | $7,500.00 |
| HINMAN STRAUB ADVISORS LLC | Consulting | Contract and consulting services | $7,500.00 |
| SMITH ANDERSON BLOUNT DORSETT MITCHELL | Consulting | Contract and consulting services | $6,500.00 |
| AMBER INTEGRATED LLC | Consulting | Contract and consulting services | $5,000.00 |
| RIDGE POLICY GROUP | Consulting | Contract and consulting services | $5,300.00 |
| SOUTHERN STRATEGY GROUP, CHARLESTON AND COLUMBIA, SOUTH CAROLINA | Consulting | Contract and consulting services | $5,000.00 |
| WEST VIRGINIA LOBBYIST GROUP | Consulting | Contract and consulting services | $7,500.00 |
| CASTLEBERRY LAW FIRM | Legal | Legal services | $100,000.00 |
| GORDON REES SCULLY MANSUKHANI LLP | Legal | Legal services | $75,000.00 |

| Professional | OCP Type | Services Provided | Ordinary Course Professional Cap |
|---|---|---|---|
| **Total** | | | **$3,556,675.00** |

# Exhibit B

## Declaration of Disinterestedness

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

| | | |
|---|---|---|
| ------------------------------------------------------------- | x | |
| | : | |
| In re: | : | Chapter 11 |
| | : | |
| MODIVCARE INC., *et al.*, | : | Case No. 25-90309 (ARP) |
| | : | |
| Debtors.[1] | : | (Jointly Administered) |
| | : | |
| ------------------------------------------------------------- | x | |

**DECLARATION OF DISINTERESTEDNESS OF [ENTITY] PURSUANT TO ORDER AUTHORIZING THE RETENTION AND COMPENSATION OF CERTAIN PROFESSIONALS USED IN THE ORDINARY COURSE OF BUSINESS**

I, [INSERT NAME], declare under penalty of perjury:

1. I am [INSERT TITLE] of [INSERT FIRM NAME], located at [INSERT FIRM ADDRESS] (the "***Firm***"). The Firm's practice consists of: [INSERT BUSINESS DESCRIPTION].

2. Neither I, the Firm, nor any other owner or associate of the Firm, insofar as I have been able to ascertain, has any connection with the above-captioned debtors (collectively, the "***Debtors***"), their creditors, or any other parties in interest, or their attorneys, except as set forth in this declaration (this "***Declaration***").

3. The Firm worked with the Debtors in the following capacities: [INSERT BUSINESS RELATIONSHIP WITH OR SERVICES PROVIDED TO THE DEBTORS].

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

4. The Debtors have requested that the Firm represent and advise the Debtors with respect to the above matters and such other matters as may be ordinarily rendered by the Firm, and the Firm has agreed to do so.

5. The Debtors owe the Firm $[____________] for prepetition services, the payment of which is subject to limitations contained in the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532.

6. I understand that the amount owed by any of the Debtors to the Firm for prepetition services will be treated as a general unsecured claim.

7. Except as set forth herein, no promises have been received by the Firm, or any owner or associate thereof, as to compensation in connection with the Debtors' chapter 11 cases, other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the U.S. Trustee Guidelines, and all orders of the Bankruptcy Court.

8. The Firm and its owners may have in the past represented, currently represent, and may in the future represent, entities that are affiliates of, or related to, the Debtors or other parties in interest in the Debtors' chapter 11 cases or in matters unrelated to the Debtors' chapter 11 cases. However, the Firm does not, and will not, represent any such entity in connection with the Debtors' chapter 11 cases and does not have any relationship with any such entity, its attorneys, or accountants that would be materially adverse to the Debtors or their estates.

9. Neither I nor any principal, partner, director, officer, etc. of, or professional employed by, the Firm has agreed to share or will share any portion of the compensation to be received from the Debtors with any other person other than the principal and regular employees of the Firm.

10. Neither I nor any principal, partner, director, officer, of or professional employed by, the Firm, insofar as I have been able to ascertain, holds, or represents any interest adverse to the Debtors or their estates with respect to the matter(s) upon which this Firm is to be employed.

11. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtors, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

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

Dated: ____________, ___________________________________

[DECLARANT]