

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

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

**CERTIFICATE OF NO OBJECTION REGARDING
DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF LATHAM & WATKINS LLP AS
BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE
[Relates to Docket No. 338]**

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 19, 2025, the above-captioned debtors in possession (collectively, the “***Debtors***”) filed the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Latham & Watkins LLP as Bankruptcy Co-Counsel Effective as of the Petition Date* [Docket No. 338] (the “***Application***”).

2. The deadline to file objections to the Application was October 10, 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

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.



Court's docket and no objections or other responses to the Application have been filed on the Court's docket, and the Debtors are unaware of any other objection to the Application.

4. In advance of the Objection Deadline, the Debtors' counsel received informal comments from the United States Trustee. 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 11, 2025
Houston, Texas

Respectfully submitted,

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

HUNTON ANDREWS KURTH LLP

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

Certificate of Service

I certify that on October 11, 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

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**ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF LATHAM & WATKINS LLP AS
BANKRUPTCY CO-COUNSEL EFFECTIVE AS OF THE PETITION DATE
[Relates to Docket No. 338]**

Upon the application (the “*Application*”)² of the Debtors for entry of an order authorizing the Debtors to employ and retain Latham & Watkins LLP (“*L&W*”) as their bankruptcy co-counsel effective as of the Petition Date; and the Court having reviewed the Application, the Klidonas Declaration, and the Retention Declaration; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on the representations made in the

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

Application and the Klidonas Declaration that L&W is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that L&W does not hold or represent an interest adverse to the Debtors’ estates; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and the Court having determined that the relief requested in the Application 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 Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors, as debtors in possession, are authorized to employ and retain L&W as their bankruptcy co-counsel effective as of the Petition Date in accordance with the terms and conditions set forth in the Application, the Klidonas Declaration, and in the Engagement Letter, as modified by this Order.
3. L&W is authorized to provide the Debtors with the professional services described in the Application, the Klidonas Declaration, and the Engagement Letter, as modified by this Order.
4. L&W shall file applications for interim and final allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any other

applicable procedures and orders of the Court. For the purpose of billing, all time shall be recorded in increments of 0.10 (1/10) of an hour. Notwithstanding anything to the contrary in the Application, the Firm shall not be entitled to reimbursement for fees and expenses incurred in connection with any objection to its fees and expenses absent further order of the Court.

5. Prior to any increases in L&W's hourly rates, L&W shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. The Fee Advance shall be treated as an evergreen retainer and be held by L&W as security throughout the Chapter 11 Cases until L&W's fees and expenses are awarded and payable to L&W on a final basis. L&W shall apply any Fee Advance remaining at the time of its final fee application in satisfaction of compensation and reimbursement awarded with respect to such application and promptly return to the Debtors' estates any Fee Advance remaining after such application, unless otherwise agreed by the Debtors and L&W.

7. L&W shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by L&W to provide services to the Debtors and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

8. L&W shall review its files periodically during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, L&W shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. L&W shall use reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in the Chapter 11 Cases.

10. To the extent there is any conflict between this Order and the Application, the Engagement Letter, or the Klidonas Declaration, the terms of this Order shall control.

11. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of Bankruptcy Rule 6004(a) and the Bankruptcy Local Rules are satisfied by such notice.

12. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

13. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order.

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

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UNITED STATES BANKRUPTCY JUDGE