

ENTERED

October 14, 2025

Nathan Ochsner, Clerk

**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)
	:
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**ORDER (A) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ERNST & YOUNG LLP AS TAX,
CONSULTING, ACCOUNTING AND VALUATION SERVICES PROVIDER
TO THE DEBTORS AND DEBTORS IN POSSESSION AS OF THE PETITION DATE;
AND (B) GRANTING RELATED RELIEF
[Relates to Docket No. 342]**

Upon the application (the “*Application*”)² of the Debtors for entry of an order (this “*Order*”) (a) authorizing Debtors to employ and retain Ernst & Young LLP (“*EY LLP*”) effective as of the Petition Date as tax, consulting, accounting and valuation services provider to the Debtors, in accordance with those terms set forth in certain engagement letters (the “*Engagement Letters*”),³ and (b) granting related relief, all as more fully described in the Application; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that it may enter a final order consistent with Article III of

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

² Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Application or Engagement Letters, as applicable.

³ Copies of the Engagement Letters are attached to the Lazzeri Declaration as Exhibits A-1 through A-13 and are incorporated herein by reference.



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the United States Constitution; and the Court having found that venue of the Chapter 11 Cases being proper in this district pursuant to 28 U.S.C. § 1408; and due and proper notice of the Application having been provided, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Application; and the Court having determined that the legal and factual bases set forth in the Application and the Lazzeri Declaration establish just cause for the relief granted herein; and this Court being satisfied, based on the representations made in the Application and the Lazzeri Declaration, that EY LLP is a “disinterested person” 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 EY LLP does not hold or represent an interest adverse to the Debtors’ estates; and this Court having found that the terms and conditions of EY LLP’s employment, including the Fee and Expense Structure set forth in the Engagement Letters (as modified by this Order) and summarized in the Application are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court having found 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 all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. Pursuant to sections 327(a), 328(a), 330 and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Bankruptcy Local Rules 2014-1 and 2016-1, and the Complex Case Procedures, the Debtors are authorized to employ and retain EY LLP as their tax, consulting,

accounting and valuation services provider in the Chapter 11 Cases effective as of the Petition Date pursuant to the terms of the Engagement Letters, as modified by this Order.

2. EY LLP is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

3. The terms of the Engagement Letters, including without limitation, the compensation provisions, are reasonable terms and conditions of employment and are hereby approved.

4. Consistent with this Order, and subject to the terms of the Engagement Letters, EY LLP shall be authorized to perform the services provided for in the Engagement Letters.

5. EY LLP shall file monthly fee statements and fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and any other applicable procedures and orders of the Court.

6. EY LLP’s fixed fees pursuant to the Engagement Letters (and any supplemental engagement letters subsequently approved in the Chapter 11 Cases) shall be subject to the standard of review set forth in section 328 of the Bankruptcy Code, and not subject to any other standard of review, including the standard of review set forth in section 330 of the Bankruptcy Code, except by the U.S. Trustee. With respect to such services, EY LLP shall keep reasonably detailed time records in half hour increments and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, of services rendered and will identify each professional rendering services, the category of services rendered, and the total amount of compensation requested by EY LLP.

7. EY LLP's hourly fees pursuant to the Engagement Letters (and any supplemental engagement letters subsequently approved in the Chapter 11 Cases) shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code. With respect to such services, EY LLP shall keep reasonably detailed time records in one tenth (1/10) hour increments in accordance with the U.S. Trustee Guidelines and will submit, with any interim or final fee application, together with the time records, a narrative summary, by project category, of services rendered and will identify each professional rendering services, the category of services rendered, and the total amount of compensation requested by EY LLP.

8. The Debtors shall be bound by the indemnification, contribution, reimbursement and other provisions of the Engagement Letters, subject during the pendency of the Chapter 11 Cases to the following:

- a. EY LLP shall not be entitled to indemnification, contribution, or reimbursement for services other than those described in the Engagement Letters and the Application, unless such services and indemnification therefor are approved by the Court;
- b. The Debtors shall have no obligation to indemnify EY LLP, or provide contribution or reimbursement to EY LLP, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from EY LLP's actual fraud, bad faith, self-dealing, breach of fiduciary duty (if any such duty exists), gross negligence, or willful misconduct; or (ii) judicially determined (the determination having become final) to be based on a breach of EY LLP's contractual obligations to the Debtor; or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) immediately above, but determined by the Court, after notice and a hearing, to be a claim or expense for which EY LLP should not receive indemnity, contribution, or reimbursement under the terms of EY LLP's retention by the Debtors pursuant to the terms of the Engagement Letters and Application, as modified by this Order; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases and (ii) entry of an order closing the Chapter 11 Cases (that order having become a final order no longer subject to appeal), EY LLP believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Engagement Letters (as modified by

this Order) and Application, including, without limitation, the advancement of defense costs, EY LLP must file an application therefor in the Court, and the Debtors may not pay any such amounts to EY LLP before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by EY LLP for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify EY LLP. All parties in interest shall retain the right to object to any demand by EY LLP for indemnification, contribution or reimbursement.

9. To the extent the Debtors and EY LLP enter into any additional engagement letters, the Debtors shall file notices of such additional engagement letter(s) with the Court, and serve any additional engagement letters on the applicable notice parties. To the extent any of such parties object to the additional services to be provided by EY LLP within seven (7) days of such new engagement letter(s) being served, the Debtors will promptly seek a hearing before the Court. All additional services will be subject to the provisions of this Order. To the extent no related timely objections are filed, such additional engagement letter(s) shall be deemed approved pursuant to this Order.

10. EY LLP shall provide ten (10) business days' notice to the Debtors and the U.S. Trustee before any increases in the rates set forth in the Application or the Engagement Letters are implemented and shall file such notice with the Court. 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.

11. Notwithstanding anything in the Application, the Lazzeri Declaration, or the Engagement Letters to the contrary, to the extent that EY LLP uses the services of independent contractors or subcontractors, except EY Support Firms and EYGL member firms as defined in the Lazzeri Declaration, (collectively, "**Contractors**") in these chapter 11 cases, EY LLP shall: (i)

pass through the cost of such Contractors to the Debtors at the same rate that EY LLP pays the Contractors; and (ii) seek reimbursement only for actual costs of the Contractors. Contractors from whom EY LLP seeks to pass through hourly-based fees or costs to the Debtors shall be subject to the same conflict checks as required for EY LLP, and such Contractors shall file with the Court such disclosures as required by Bankruptcy Rule 2014.

12. In the event that, during the pendency of these cases, EY LLP seeks reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in the respective fee applications and such invoices and time records shall be in compliance with the Local Rules and shall be subject to any U.S. Trustee Guidelines and Court approval under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327; *provided*, that EY LLP shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of their fee applications in these Chapter 11 Cases.

13. EY LLP will 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, EY LLP will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration with the Court, as required by Bankruptcy Rule 2014(a).

14. To the extent this Order is inconsistent with any other documents related to EY LLP's engagement with respect to the Chapter 11 Cases, this Order shall govern.

15. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

16. Notice of the Application as set forth therein shall be deemed good and sufficient notice of the Application and the requirements of the Bankruptcy Rules and Bankruptcy Local Rules are satisfied by such notice.

17. The Debtors and EY LLP are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

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

Signed: October 12, 2025


Alfredo R Pérez
United States Bankruptcy Judge