

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

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:  
In re: : Chapter 11  
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MODIVCARE INC., *et al.*, : Case No. 25-90309 (ARP)  
:  
Debtors.<sup>1</sup> : (Jointly Administered)  
:  
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APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER  
AUTHORIZING THE RETENTION AND EMPLOYMENT OF CRESA, LLC  
AS REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS AND  
DEBTORS-IN-POSSESSION AS OF THE PETITION DATE

If you object to the relief requested, you must respond in writing. Unless otherwise directed by the Court, you must file your response electronically at <https://ecf.txsb.uscourts.gov/> within twenty-one days from the date this application was filed. If you do not have electronic filing privileges, you must file a written objection that is actually received by the clerk within twenty-one days from the date this application was filed. Otherwise, the Court may treat the pleading as unopposed and grant the relief requested.

ModivCare Inc. and its debtor affiliates in the above-captioned cases, as debtors and debtors in possession (collectively, the “*Debtors*”), respectfully state as follows in support of this application (this “*Application*”):

RELIEF REQUESTED

1. By this Application, the Debtors seek entry of an order (the “*Order*”) authorizing the employment and retention of Cresa, LLC (“*Cresa*”) as real estate consultant and advisor to the Debtors, effective as of the petition date and in accordance with the terms and conditions set forth

<sup>1</sup> 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.



in that certain services agreement, a copy of which is attached hereto as **Exhibit A** (as amended by that certain First Amendment to Vendor Service Agreement appended thereto, the “***Services Agreement***”)<sup>2</sup> and incorporated by reference herein.

2. In support of the Application, the Debtors submit and incorporate by reference the *Declaration of Gary Gregg in Support of Application of Debtors for an Order Authorizing the Retention and Employment of Cresa, LLC as Real Estate Consultant and Advisor to the Debtors* (the “***Gregg Declaration***”), which is attached hereto as **Exhibit B**.

### **JURISDICTION AND VENUE**

3. The United States Bankruptcy Court for the Southern District of Texas (the “***Court***”) has jurisdiction to consider this Application pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution.

4. Venue of these cases and this Application in this district is proper under 28 U.S.C. §§ 1408 and 1409.

5. The statutory and legal predicates for the relief requested herein are sections 327(a), 328(a), and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “***Bankruptcy Code***”), rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “***Bankruptcy Rules***”), rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “***Bankruptcy Local Rules***”), and the *Procedures for Complex Cases in the Southern District of Texas* (the “***Complex Case Procedures***”).

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Services Agreement.

### **BACKGROUND**

6. On August 20, 2025 (the “***Petition Date***”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

7. On August 21, 2025, the Court entered an order [Docket No. 27] pursuant to Bankruptcy Rule 1015(b) ordering joint administration and consolidation of the Chapter 11 Cases for procedural purposes only.

8. On September 5, 2025, the Office of the United States Trustee for the Southern District of Texas appointed an official committee of unsecured creditors (the “***Creditors’ Committee***”) [Docket No. 124].

9. The factual background regarding the Debtors, including their business, their capital structure, and the events leading to the commencement of the Chapter 11 Cases is set forth in the *Declaration of Chad J. Shandler in Support of Chapter 11 Petitions and First Day Relief* (the “***First Day Declaration***”) [Docket No. 14].

### **RETENTION OF CRESA**

10. In consideration of issues that have already arisen or that will continue to arise with respect to the Debtors’ real property during the Chapter 11 Cases, the Debtors have determined that the services of an experienced real estate consultant and advisor will substantially enhance their attempts to maximize the value of their estates. The Debtors have chosen Cresa because Cresa is well suited to provide the real estate services that the Debtors require. Cresa has over 50 offices and professionals with over 30 years of commercial real estate experience. Cresa’s professionals have extensive experience in providing services regarding the review, analysis, restructuring, disposition, and negotiation of real property and lease agreements. Cresa established

a working relationship with the Debtors prior to the Petition Date and, consequently, has gained critical knowledge regarding the Debtors, their real property, and their leases. Cresa is well qualified to perform all services contemplated by the Services Agreement and to represent the Debtors' interests in the Chapter 11 Cases in a cost effective, efficient, and timely manner.

### **SCOPE OF SERVICES**

11. As set forth more fully in the Services Agreement, Cresa will provide the following services (the “**Services**”) to the Debtors:<sup>3</sup>

- a. “Front End” Planning for each transaction in partnership with the Debtors, which includes (i) a strategic analysis of specific markets, clients, customers, and employees, as each relates to site selection strategy by the Contractor and (ii) developing a real estate purchase and/or leasing strategy with regard to each applicable contemplated transaction;
- b. Property surveys;
- c. Site visits (depending on size and scope at the reasonable discretion of the Contractor);
- d. Identifying required tenant improvements;
- e. Drafting and reviewing RFPs and sending such RFPs to landlord representatives;
- f. Evaluating landlord responses;
- g. Submitting counter proposals and finalizing business terms for lease and purchase agreements;
- h. Reviewing and assisting in the negotiation of lease and purchase agreements; and
- i. Conducting monthly update calls.

12. The Services are necessary to enable the Debtors to maximize the value of their estates and are in the best interests of the Debtors, their estates, and their creditors. Cresa has

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<sup>3</sup> Any description of the terms of the Services Agreement contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of the Services as set forth herein and the Services Agreement, the Services Agreement shall control.

stated its desire, willingness, and ability to render the Services as the Debtors' real estate consultant and advisor in the Chapter 11 Cases.

13. The Services that will be rendered by Cresa are not duplicative of the services to be performed by any of the Debtors' other retained professionals or advisors. Cresa will coordinate with the Debtors and the Debtors' other professionals to minimize unnecessary duplication of efforts among the Debtors' professionals.

### **PROFESSIONAL COMPENSATION**

14. Subject to the Court's approval, the Debtors will compensate Cresa in accordance with the terms and conditions set forth in the Services Agreement, including those terms and conditions contained in Schedule A attached thereto. It is contemplated that Cresa shall be compensated as follows:<sup>4</sup>

- a. Limited Scope Project(s) Fee. For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease extension, lease renewal, or lease expansion (each, a "***Limited Scope Project***"), Contractor shall be owed a minimum payment of \$5000 from Company; provided that if Contractor receives a market commission payment of \$5000 or more, Company shall not owe Contractor such payment, or if Contractor receives a market commission payment of less than \$5000, Company shall only owe to Contractor the sum of \$5000 *minus* the amount of such received market commission payment. For the avoidance of doubt, the term Limited Scope Project shall not include projects for which Contractor provides a formal market survey, performs a tour of competing sites, or drafts more than one RFP proposal or counter-proposal.
- b. Full Scope Project(s) Fee. For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease, sublease, lease extension, lease renewal or lease expansion, which includes a formal market survey, a tour of competing sites, drafting multiple RFPs, proposals and counter-proposals (each, a "***Full Scope Project***"), Contractor shall be owed a minimum payment of \$8000 from Company; provided that if Contractor receives a market commission payment of \$8000 or more, Company shall not owe Contractor

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<sup>4</sup> Any description of the terms of the Services Agreement contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of the compensation as set forth herein and the Services Agreement, the Services Agreement shall control.

such payment, or if Contractor receives a market commission payment of less than \$8000, Company shall only owe to Contractor the sum of \$8000 *minus* the amount of such received market commission payment.

- c. Disposition Project(s) Fee. For services provided in negotiating a lease buyout or lease termination that is affected not in accordance with the terms of such lease or a sublease, Company shall pay Contractor an amount equal to 8% of the Savings generated through termination or buy out negotiations. The term “**Savings**”, as used herein, means (i) the base rent obligation, including operating expenses, owed under the remaining term of the lease as of the date of such termination or buy out *minus* (ii) the amount paid by Company to terminate or buy out such lease or sublease. For other real estate brokerage services associated with subleasing or selling real estate on behalf of Company, Contractor and Company agree to enter into a separate agreement for those services.
- d. Pulled Projects Fee(s). For any project that is discontinued or pulled for any reason, Company shall owe Contractor a portion of a minimum \$5000 fee based on the following levels of completion by Contractor:

| Percentage of Completion Levels: |      |
|----------------------------------|------|
| Proposals Solicited              | 25%  |
| In Negotiation                   | 50%  |
| LOU Signed                       | 75%  |
| Lease/Amendment/Sublease drafted | 100% |

- e. Other Projects Fee(s). For all other real estate projects and the performance of all other Services associated therewith for premises with over 4000 sq ft (“**Other Projects**”), Contractor will be paid a commission equal to or greater than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. Contractor shall request that said commission shall be paid by a third-party landlord, property owner or seller. In the event Contractor is not paid a commission by a third-party landlord, property owner or seller in connection with any Other Projects, Company shall owe Contractor a payment not less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. In the event Contractor is paid a commission less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, by a third-party landlord, property owner or seller, Company shall owe to Contractor the sum of the four percent commission *minus* the amount paid by the third-party landlord, property owner or seller for such Other Projects.
- f. Project Management Fee(s). Project management fees shall be \$2.00 to \$3.50/RSF.
- g. Travel Expenses. In connection with the performance of the Services (including, but not limited to Limited Scope Projects, Full Scope Projects,

Disposition Projects, Project Management, Other Projects, and Consulting), Company shall reimburse Contractor for its reasonable transportation, airfare, lodging, taxis, rental cars and meal expenses.

- h. Consulting Fees. For all consulting services, Contractor shall not charge Company for projects requested by Company requiring less than five (5) hours of billed labor per project. In the event Company requests large scale/scope projects requiring significant time (over 5 hours billed labor per project), Contractor shall provide a cost estimate to Company for Company's review and approval.
- i. Fair Market Value Reports ("FMV") Fee(s). Contractor shall order, review, submit to Company and pay for all FMV reports from an independent Company approved contractor. Company shall reimburse Contractor for all FMV report fees related to projects, with no mark-up of such costs by Contractor.

15. In addition to the fees and expenses outlined above, Cresa also intends to seek reimbursement for its reasonable, pre-approved out-of-pocket expenses incurred in connection with its retention and performance of the Services. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition, or otherwise relating to the Services or the Services Agreement.

16. To the extent Cresa uses the services of independent contractors (the "**ICs**") in the Chapter 11 Cases pursuant to the Services Agreement, Cresa shall be responsible for the performance of and payment of any fees to such ICs independently of the fee structure between the Debtors and Cresa. Cresa will not pass through the cost of such ICs to the Debtors and will not seek reimbursement from the Debtors. Cresa will ensure that the ICs are subject to conflict checks with respect to the parties related to their involvement in the Chapter 11 Cases.

17. The compensation structure described above and set forth in the Services Agreement is comparable to compensation generally charged by real estate consultants and advisors of similar stature to Cresa for comparable engagements, both in and out of bankruptcy. The compensation structure is also consistent with Cresa's normal and customary billing practices

for cases of comparable size and complexity that require the level and scope of services to be provided in this case.

**CRESA'S DISINTERESTEDNESS**

18. Section 327(a) of the Bankruptcy Code provides that a debtor “may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor’s] duties . . .” 11 U.S.C. § 327(a).

19. Section 101(14) of the Bankruptcy Code defines a “disinterested person” as a person that:

- a. is not a creditor, an equity security holder, or an insider;
- b. is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c. does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

20. To the best of the Debtors’ knowledge, information, and belief, and except to the extent disclosed in the Gregg Declaration, Cresa: (a) is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the Office of the United States Trustee (the “*U.S. Trustee*”) or any person employed by the U.S. Trustee, and (c) does not hold or represent an interest adverse to the Debtors or the Debtors’ estates.

21. Cresa was owed \$42,108.75 by the Debtors as of the Petition Date. Cresa agrees to waive this claim against the Debtors’ estates. Cresa will continue to review its connections and



will file supplemental declarations when necessary to disclose information pertinent to the statements made in the Gregg Declaration.

22. The Debtors have also been advised that Cresa has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm in accordance with section 504 of the Bankruptcy Code.

### **FEE APPLICATIONS**

23. Because Cresa's compensation is results-oriented, requiring Cresa to submit detailed time records with its monthly fee statements and fee applications is unnecessary under the circumstances. Cresa intends to file fee statements and interim and final fee applications pursuant to sections 330 and 331 of the Bankruptcy Code, but the Debtors request that Cresa be excused from any requirement to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis.

24. Cresa is being retained under sections 327(a) and 328 of the Bankruptcy Code and will be employed by the Debtors to perform specialized and discrete tasks and, accordingly, will not be compensated based upon time and effort expended. Requiring Cresa to record and submit detailed time entries in light of the transactional nature of the services to be rendered by Cresa herein and the percentage-based/flat fee structure set forth in the Services Agreement would be unduly burdensome to Cresa. The Debtors further acknowledge and agree that the ultimate benefit to the Debtors from Cresa's services likely could not be measured merely by reference to the number of hours to be expended by Cresa's professionals in the performance of such services. Accordingly, the Debtors request that Cresa be relieved of any requirement to maintain detailed time records.

25. In the event that Cresa provides any services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement, the Debtors and Cresa will mutually

agree upon such services and fees in writing, in advance. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel to the Creditors' Committee, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within ten (10) days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

26. Applying for compensation in the manner set forth herein will provide the Court and other parties in interest with sufficient information to monitor the amount and type of services rendered by Cresa and is necessary and in the best interests of the Debtors, their creditors, and their estates.

27. Based on the foregoing, the Debtors request that the Court enter the Order, substantially in the form attached hereto, approving Cresa's retention as real estate consultant and advisor for the Debtors pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and approving the terms of the Services Agreement.

#### **INDEMNIFICATION**

28. Section 9 of the Service Agreement contains the following indemnification language with respect to Cresa's services:

Contractor agrees to defend, indemnify and hold harmless Company and all of its directors, managers, officers, shareholders, partners, members, owners, employees and agents from and against any and all claims, lawsuits or other liability, including attorneys' fees and expenses, arising directly from the gross negligence of Contractor or its employees or independent contractors in the performance of Services hereunder. Company agrees to defend, indemnify and hold harmless Contractor and all of its directors, managers, officers, shareholders, partners, members, owners, employees and agents from and against any and all claims, lawsuits or other liability, including attorneys' fees and expenses, arising directly from the gross negligence or willful misconduct of Company or its employees or independent contractors in the performance of its obligations hereunder.

29. The Debtors and Cresa believe that the indemnification provision contained in section 9 of the Services Agreement (the “*Indemnification Provision*”) is customary and reasonable for Cresa and comparable firms providing real estate consultancy and advisory services.

30. The terms and conditions of the Indemnification Provision were fully negotiated between the Debtors and Cresa at arm’s length and in good faith as part of the overall compensation payable to Cresa under the Services Agreement. The Indemnification Provision, viewed in conjunction with the other terms of Cresa’s proposed retention, is reasonable and in the best interest of the Debtors, their estates, and creditors in light of the fact that the Debtors require Cresa’s services to successfully reorganize. The Debtors request that this Court approve the Indemnification Provision as set forth in the Services Agreement.

#### **BASIS FOR RELIEF**

31. The Debtors seek authority to retain and employ Cresa as their real estate consultant and advisor under section 327(a) of the Bankruptcy Code, which provides that a debtor, subject to court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor’s] duties under this title.

11 U.S.C. § 327(a).

32. Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

33. Further, the Debtors seek approval of the fee arrangement under the Services Agreement pursuant to section 328(a), which provides, in relevant part, that a debtor, “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

34. The fee structure set forth in the Services Agreement is reasonable under section 328(a) of the Bankruptcy Code in light of: (a) the nature and scope of services to be provided by Cresa; (b) industry practice with respect to the fee structure proposed by Cresa; (c) market rates charged for comparable services both in and out of chapter 11; and (d) Cresa’s substantial experience with respect to real estate issues.

35. Bankruptcy Rule 2014 requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant’s knowledge, all of the [firm’s] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

36. Sections 327(a) and 328 of the Bankruptcy Code permit the Debtors to hire a professional firm like Cresa to undertake an advisory role in the Chapter 11 Cases. Furthermore, the requirements set forth by Bankruptcy Rule 2014 are satisfied by the Application. The retention of Cresa as real estate consultant and advisor in the Chapter 11 Cases is in the best interests of the Debtors’ estates, creditors, and the parties in interest.

### **RETROACTIVE APPROVAL**

37. The Application requests retroactive approval of Cresa’s employment as of the Petition Date. Bankruptcy Local Rule 2014-1 provides that applications filed after 30 days can

receive retroactive approval upon the applicant providing “(A) an explanation of why the application was not filed earlier, (B) an explanation why the order authorizing employment is required retroactive to the Petition Date, and (C) an explanation, to the best of applicant’s knowledge, how approval of the application may prejudice any parties in interest.” *See* Bankr. Local R. 2014-1(b)(2); *see also* Complex Case Procedures, ¶ 47 (noting that Bankruptcy Local Rule 2014-1 governs professional retention).

38. The Court can grant retroactive approval for such applications when the delay was the result of “excusable neglect.” *In re Mohiuddin*, 627 B.R. 875, 882-83 (Bankr. S.D. Tex. 2021). The Court has indicated that justifiable “oversight, confusion, or misunderstanding” constitutes excusable neglect. *In re Lyons*, 439 B.R. 401, 408 (Bankr. S.D. Tex. 2010) (“No representations have been made to this Court that an application to employ . . . was not timely filed due to oversight, confusion, or misunderstanding of the law”); *Mohiuddin*, 627 B.R. at 883 (citing *Lyons* and *In re Triangle Chems., Inc.*, 697 F.2d 1280, 1290 (5th Cir. 1983)).

39. Here, the Debtors submit that retroactive approval is warranted under the above standards.

40. As the Court is aware, the Chapter 11 Cases are complex and contentious. Prior to, and at the outset of the Chapter 11 Cases, the Debtors’ advisors spent time evaluating professionals of the Debtors’ businesses and the nature of their employment with the Debtors’ management to understand how to continue to obtain the benefit of such professionals’ services in compliance with the requirements of the Bankruptcy Code. Based on these evaluations, Cresa’s services were initially thought to be in the nature of ordinary course professional services. As the Chapter 11 Cases progressed, and became more contentious, further discussions with the Debtors’ management and Cresa revealed that Cresa’s work involved lease negotiations on the Debtors’

behalf. Upon learning this information, the Debtors' advisors revisited the nature of Cresa's employment and determined that the nature of Cresa's work was restructuring related, and that Cresa would need to be employed as a retained professional under section 327 of the Bankruptcy Code. Once this course was determined, the Debtors' professionals' worked with Cresa to prepare the Application and Cresa worked to perform the conflict checks necessary to be employed as a professional under section 327 of the Bankruptcy Code. These efforts took time as Cresa needed to ensure it could disclose all its potential connections. For these reasons, the Application was not filed earlier.

41. Cresa's employment needs to be retroactive to the Petition Date because, as described above, it has been performing restructuring related services as of the Petition Date. Cresa will be entitled to payment based on transactions it has been working to consummate since the Petition Date and to not approve this relief would unduly prejudice Cresa.

42. Further, providing this relief to Cresa will not prejudice any parties in the Chapter 11 Cases. As Cresa has represented in the Gregg Declaration, Cresa is disinterested and the benefits of Cresa's services have been inuring to the benefit of the Debtors, their estates, and all their creditors since the Petition Date.

### **NOTICE**

43. Notice of the Application will be given to the parties on the Debtors' Master Service List. A copy of this Application is available on (a) the Court's website, at [www.txs.uscourts.gov](http://www.txs.uscourts.gov) and (b) the website maintained by the Debtors' claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global, at <https://www.veritaglobal.net/ModivCare>.

*[Remainder of page intentionally left blank]*

**WHEREFORE**, the Debtors respectfully request that the Court enter the Order, granting the relief requested in this Application and such other and further relief as may be just and proper.

Signed: October 21, 2025

Respectfully Submitted,

/s/ Faisal Khan

Faisal Khan

General Counsel & Secretary

ModivCare Inc.

**CERTIFICATE OF SERVICE**

I certify that on October 21, 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



**Exhibit A**

**Services Agreement**



## **VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT ("Agreement") is entered into as of July 11, 2022 (the "Effective Date"), by and between ModivCare Solutions, LLC (the "Company") with corporate offices at 6900 Layton St., Denver, CO 80237 and Cresa Global, Inc. (the "Contractor") with offices at 1512 Larimer St., Suite 100, Denver, CO 80202.

### **RECITALS**

- A. Contractor proposes to provide transaction management services (as described in detail on the SOW (as defined herein) attached hereto, the "Services") to Company.
- B. Company desires to engage Contractor to perform The Services.

### **AGREEMENT**

NOW, THEREFORE, for and in consideration of the Recitals, and for other good and valuable consideration, the parties agree as follows:

- 1. **Engagement.** Company agrees to engage Contractor, and Contractor agrees to accept such engagement as an independent contractor subject to the terms and conditions contained in this Agreement.
- 2. **Term.** Subject to Section 5 below, the term of this Agreement shall commence on the Effective Date and shall continue and terminate and be of no further force or effect three (3) years from the Effective Date.
- 3. **Services.** Contractor agrees to provide the Services described in Exhibit A – Statement of Work ("SOW"). This is incorporated by reference into, and will be governed by the provisions of, this Agreement.
- 4. **Fees.** The fees of Contractor for any SOW shall be paid in accordance with the terms of Exhibit A, attached hereto and incorporated herein by reference. Contractor shall invoice the Company on a monthly basis for the prior month's Services to the extent such fees arise in the prior month. Company shall pay Contractor within 30 days of the date of Contractor's invoice delivered in writing (email being sufficient) in immediately available funds via wire transfer to an account designated by Contractor in writing to Company. If the Company does not pay any invoice within 30 days of receipt of such invoice, interest shall accrue on such past due amount at a rate of 1.5% per month.
- 5. **Termination.** Either party shall have the right to terminate this Agreement:
  - a) Upon sixty (60) days written notice to the other party at any time for a party's convenience;



b) Upon the material default of the other party hereto (the “**Defaulting Party**”), the non-defaulting party (the “**Non-Defaulting Party**”) shall send written notice to the Defaulting Party if the Defaulting Party has materially defaulted in the performance of its obligations hereunder and has not cured said default within thirty (30) days after receipt of written notice from the Non-Defaulting Party specifying such facts; or

c) If any petition shall be filed against either party in any court pursuant to a bankruptcy, reorganization, composition, extension arrangement or insolvency proceeding which shall thereafter be adjudicated and such petition shall be approved by the court, or if such proceedings shall not be dismissed within ninety (90) days after the institution of the same.

6. **Confidentiality of the Agreement.** Contractor agrees that the terms and conditions of this Agreement are confidential and that Contractor will not disclose the terms and conditions hereof to any party without the prior written consent of Company, except where such disclosure is required by applicable law.

7. **Independent Contractor.** The parties hereto agree that Contractor shall provide the Services as an independent contractor and that no person associated with Contractor in the performance of Services hereunder shall be treated as an employee of Company. Contractor acknowledges and agrees that Contractor shall be responsible for paying its own taxes and Company shall have no obligation, on Contractor’s behalf or otherwise, to withhold income taxes or pay workers’ compensation, federal or state payroll taxes, unemployment taxes, social security, disability or similar taxes or assessments, or to make any employee benefits or privileges available to persons providing Services on Contractor’s behalf pursuant to this Agreement.

Contractor shall have exclusive liability for compliance with all applicable laws and regulations related to workers compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related issues, whether raised by federal, state or local law or regulation, for persons providing Services on Contractor’s pursuant to this Agreement.

8. **Employees and Independent Contractors of Contractor.** Prior to the assignment by Contractor of any employee or independent contractor to perform Services under this Agreement, Contractor agrees to take commercially reasonable, consistent with past practice, preventive steps that it reasonably believes will ensure that such employee or independent contractor will not engage in inappropriate conduct while performing Services under this Agreement. Company in its sole discretion may require Contractor to remove any employee or independent contractor from any property on which Services is being performed under this Agreement.

At Company’s request and to the extent it is legally permissible and commercially reasonable, Contractor agrees to conduct background checks, including a criminal and/or credit report, on all employees and independent contractors of Contractor who perform the Services under this Agreement for Company. To the extent legally permissible, background check results/reports will be furnished





upon request from Company for Company's approval in Company's sole discretion prior to a Contractor employee or independent contractor providing services for Company.

9. **Indemnity.** Contractor agrees to defend, indemnify and hold harmless Company and all of its directors, managers, officers, shareholders, partners, members, owners, employees and agents from and against any and all claims, lawsuits or other liability, including attorneys' fees and expenses, arising directly from the gross negligence of Contractor or its employees or independent contractors in the performance of Services hereunder. Company agrees to defend, indemnify and hold harmless Contractor and all of its directors, managers, officers, shareholders, partners, members, owners, employees and agents from and against any and all claims, lawsuits or other liability, including attorneys' fees and expenses, arising directly from the gross negligence or willful misconduct of Company or its employees or independent contractors in the performance of its obligations hereunder.

10. **Cooperation with Other Professionals of Company.** Contractor shall use commercially reasonable efforts to cooperate with and assist other professionals who may be retained by Company from time-to-time to evaluate property owned and occupied by Company, and to appeal assessed values, but shall not be responsible for such undertakings. Such other professionals may include without limitation attorneys, brokers, appraisers, real estate tax contractors, mortgage bankers, and insurance adjusters.

11. **Assignment and Subcontracting.** Neither party may assign its rights or delegate its duties or obligations under this Agreement without the prior written consent of the other party hereto, which shall not be unreasonably withheld; provided that Contractor may retain the services of independent contractors to provide Services on its behalf. Further, either party may assign its rights and/or delegate its duties and obligations under this Agreement in connections with the sale of all or substantially all of its assets, or a merger or consolidation. The rights and obligations of Company and Contractor under this Agreement shall inure to and be binding upon their legal representatives, successors and permitted assigns, including, without limitation, successors by merger, sale of assets or otherwise.

12. **Notices.** Any notice provided for in this Agreement must be in writing and must be either personally delivered or mailed by certified mail, return receipt requested to the parties hereto at the addresses listed on the first page hereto or such other addresses as a party may designate by providing the other party with notice hereof.

**Company:** ModivCare Solutions, LLC  
6900 Layton St. Suite 1200  
Denver, CO 80237  
Attn: Kevin Morbee - Director of Facilities, Grover Wray - Chief Human Resources Officer



**Contractor: Cresa Global, Inc.**  
**1512 Larimer St. #100**  
**Denver, CO 80202**  
**Attn: Business Manager**  
**Copy to: Rick Door**

**13. Severability.** Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be ineffective or invalid, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable and then if necessary, second, severed from the remainder of such provision and the remainder of the Agreement shall be given effect, so long as the essential elements of a contract remain.

**14. Amendments, Counterparts and Electronically Transmitted Signatures.** This Agreement may be amended only upon the written consent of both parties hereto. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one agreement. Electronic, facsimile and other electronically transmitted notice and signatures hereunder shall be deemed to be originals.

**15. Time for Performance.** Time is of the essence of this Agreement.

**16. Settlement of Disputes.** In the event a dispute arises out of or relating to this Agreement, or the breach hereof, and if said dispute cannot be settled through negotiation within one month of the dispute first being brought up, the parties agree that such dispute shall be settled by binding arbitration with the Judicial Arbitrator Group ("JAG") in Denver, Colorado by a single arbitrator and such arbitrator shall have the authority to grant injunctive relief or specific performance in a form similar to that which a court of law would otherwise grant. The arbitrator shall be appointed by agreement of the parties within 30 days of the filing of the demand for arbitration. If the parties are unable to agree on an arbitrator within this 30 day period, the arbitrator shall be selected and appointed in accordance with the rules and procedures of JAG; provided that any arbitrator appointed using the procedure described in this sentence shall be an experienced arbitrator. Contractor and Company agree that the expenses of any such arbitration will be borne equally by each party, and that each party will be responsible for its own attorneys' fees; provided, that the prevailing party in any legal action to enforce the arbitration award will be entitled to recover its expenses and reasonable attorneys' fees in the enforcement action from the other party. In the event that any litigation is commenced relating to this Agreement, Contractor and Company agree that the prevailing party will be entitled to reasonable attorneys' fees.

**17. Non-Solicitation of Employees.** During the term of this Agreement and for a period of 6 months following termination of this Agreement, neither Party shall (a) induce or attempt to induce any employee (or, in the case of Contractor, any independent contractor) of the other Party or any of its affiliates (the "Non-Soliciting Party") to terminate, or in any way interfere in any material respect with, the relationship between such employee (or, in the case of Contractor, any independent contractor) and the Non-Soliciting Party without the prior written permission of the other Party, or (b) hire directly or through another entity any person who was an employee (or, in the case of Contractor,





any independent contractor) of the Non-Soliciting Party at the date of termination of this Agreement; provided, however, that this Section 17, shall not apply to any employee (or, in the case of Contractor, any independent contractor) whose employment (or, in the case of Contractor, the services of any independent contractor) was terminated by the Non-Soliciting Party prior to the date of solicitation or hiring. Further, the foregoing provisions shall not apply to prevent either Party from directly or indirectly engaging in any general solicitations, so long as the Party's solicitation does not specifically target any of above described employees (or, in the case of Contractor, any independent contractors).

**18. Insurance.** Contractor shall, at all times during the term of this Agreement, procure and maintain in force and at its sole cost and expense the following insurance from companies rated "A" or better by Best's Key Rating Guide:

Workers' Compensation and Employer's Liability insurance if required by and in accordance with state law, with limits of not less than:

- Bodily injury by accident - as required by Colorado law
- Bodily injury by disease - as required by Colorado law for each employee
- Policy limit - as required by Colorado law

Commercial General Liability insurance, including coverage for bodily injury, property damage, personal injury and contractual liability for the following minimum limits of liability:

- General Aggregate Limit - \$2,000,000
- Personal and Advertising Injury Limits - \$1,000,000
- Each Occurrence Limit - \$1,000,000

Comprehensive Automobile Liability insurance, including coverage for contractual liability covering all owned, hired, or non-owned vehicles with the following limits of liability:

- Bodily Injury and Property Damage/  
Combined Single Limit - \$1,000,000  
Each Occurrence - \$1,000,000

Contractor shall provide Company with evidence of insurance in compliance with the foregoing obligation on written request from Company. In addition, Contractor shall provide Company with (a) 30 days prior written notice if such insurance will be cancelled or materially altered, and (b) an Endorsement providing evidence that Company and any of its designated Agents are named as Additional Insured parties on Contractor's policies.

**19. Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado (without giving effect to principles of conflicts of law). To the extent that arbitration does not apply, the jurisdiction and venue for any legal action shall be in the Denver District Court in the State of Colorado.

**20. Ownership of Lease Database Information.** Contractor acknowledges that the information contained in Company's lease database is owned by Company.



21. **Entire Agreement.** This Agreement and the SOWs entered into pursuant to this Agreement contains all the agreements, conditions and understandings of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements between them, whether oral or written. In the event of a conflict between the terms of this Agreement and any other document, including any SOWs or other exhibits to which this Agreement may refer, the terms and conditions of this Agreement shall apply.

23. **Prior Agreements Superseded.** This Agreement supersedes any and all prior agreements between Contractor and Company with respect to the subject matter hereof; provided, however, that the parties shall be subject to the terms of that certain Non-Disclosure Agreement, by and between Contractor and Company, and, to the extent that the terms of this Agreement conflict with the terms of such Non-Disclosure Agreement, the terms of such Non-Disclosure Agreement shall govern the non-use, non-disclosure and confidentiality obligations of each party with respect to any Confidential Information (as defined therein).

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above and acknowledge that they have due authority to enter into this Agreement.

**CONTRACTOR:**

Cresa Global, Inc.

By: Rick Door

Name: RICK DOOR

Title: MANAGING PRINCIPAL

**COMPANY:**

ModivCare Solutions, LLC

By: Grover Wray

Name: Grover Wray

Title: Chief Human Resources Officer





**EXHIBIT A**  
**STATEMENT OF WORK FOR REAL ESTATE TRANSACTION MANAGEMENT**  
**SERVICES**

**Services:**

Company authorizes Contractor to provide real estate transaction management services (as described herein) to Company for all leased and owned property throughout North America (the "Territory"). Contractor shall serve as the representative of Company and represent Company's interests in a real estate transaction but shall have no authority to bind Company to any agreement without prior approval from Company. Contractor shall provide all Services in accordance with the requirements of the Colorado Real Estate Commission or real estate brokerage licensure requirements in the Territory whereby Company desires to engage Contractor to perform the Services.

Company understands that Contractor may be required by law to engage other professionals and licensed real estate brokers to assist Contractor in providing the Services and agrees to permit Contractor to enter into such agreements.

The services provided hereunder (the "Services") shall include:

- "Front End" Planning for each transaction in partnership with the Company, which includes:
  - a strategic analysis of specific markets, clients, customers, and employees, as each relates to site selection strategy by the Contractor
  - Developing a real estate purchase and/or leasing strategy with regard to each applicable contemplated transaction
- Property surveys
- Site visits (depending on size and scope at the reasonable discretion of the Contractor)
- Identifying required tenant improvements
- Drafting and reviewing RFP's and sending such RFP's to landlord representatives
- Evaluating landlord responses
- Submitting counter proposals and finalizing business terms for lease and purchase agreements
- Reviewing and assisting in the negotiation of lease and purchase agreements
- Conducting monthly update calls





**SCHEDULE A**  
**Fees and Fee Schedule:**

This fee schedule shall apply throughout the term of the VENDOR SERVICE AGREEMENT, dated as of July 11, 2022, by and between Contractor and Company (as defined therein) (the “**Agreement**”) pursuant to which the Company agrees to exclusively refer all offerings, solicitations, and proposals received from property owners and landlords, or when applicable, from potential sublessees, buyers, and sellers to Contractor. All capitalized terms used herein that are not otherwise defined in this Schedule have the meanings ascribed to them in the Agreement.

**A. Limited Scope Project(s):**

For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease extension, lease renewal, or lease expansion (each, a “**Limited Scope Project**”), Contractor shall be owed a minimum payment of \$5000 from Company; provided that if Contractor receives a market commission payment of \$5000 or more, Company shall not owe Contractor such payment, or if Contractor receives a market commission payment of less than \$5000, Company shall only owe to Contractor the sum of \$5000 *minus* the amount of such received market commission payment. For the avoidance of doubt, the term Limited Scope Project shall not include projects for which Contractor provides a formal market survey, performs a tour of competing sites, or drafts more than one RFP, proposal or counter-proposal.

**B. Full Scope Project(s):**

For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease, sublease, lease extension, lease renewal or lease expansion, which includes a formal market survey, a tour of competing sites, drafting multiple RFPs, proposals and counter-proposals (each, a “**Full Scope Project**”), Contractor shall be owed a minimum payment of \$8000 from Company; provided that if Contractor receives a market commission payment of \$8000 or more, Company shall not owe Contractor such payment, or if Contractor receives a market commission payment of less than \$8000, Company shall only owe to Contractor the sum of \$8000 *minus* the amount of such received market commission payment.

**C. Disposition Projects:**

For services provided in negotiating a lease buyout or lease termination that is affected not in accordance with the terms of such lease or a sublease, Company shall pay Contractor an amount equal to 8% of the Savings generated through termination or buy out negotiations. The term “Savings”, as used herein, means (i) the base rent obligation, including operating expenses, owed under the remaining term of the lease as of the date of such termination or buy out *minus* (ii) the amount paid by Company to terminate or buy out such lease or sublease. For other real estate brokerage services associated with subleasing or selling real estate on behalf of Company, Contractor and Company agree to enter into a separate agreement for those services.



**D. Pulled Projects:**

For any project that is discontinued or pulled for any reason, Company shall owe Contractor a portion of a minimum \$5000 fee based on the following levels of completion by Contractor:

|                                        |      |
|----------------------------------------|------|
| Percentage of Completion Levels:       |      |
| Proposals Solicited _____              | 25%  |
| In Negotiation _____                   | 50%  |
| LOU Signed _____                       | 75%  |
| Lease/Amendment/Sublease drafted _____ | 100% |

**E. Other Projects:**

For all other real estate projects and the performance of all other Services associated therewith for premises with over 4000 sq ft ("**Other Projects**"), Contractor will be paid a commission equal to or greater than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. Contractor shall request that said commission shall be paid by a third-party landlord, property owner or seller. In the event Contractor is not paid a commission by a third-party landlord, property owner or seller in connection with any Other Projects, Company shall owe Contractor a payment not less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. In the event Contractor is paid a commission less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, by a third-party landlord, property owner or seller, Company shall owe to Contractor the sum of the four percent commission *minus* the amount paid by the third-party landlord, property owner or seller for such Other Projects.

**F. Project Management:**

Project management fees shall be \$2.00 to \$3.50/RSF.

**G. Travel Expenses:**

In connection with the performance of the Services (including, but not limited to Limited Scope Projects, Full Scope Projects, Disposition Projects, Project Management, Other Projects, and Consulting), Company shall reimburse Contractor for its reasonable transportation, airfare, lodging, taxis, rental cars and meal expenses.

**H. Consulting:**

For all consulting services, Contractor shall not charge Company for projects requested by Company requiring less than five (5) hours of billed labor per project. In the event Company requests large scale/scope projects requiring significant time (over 5 hours billed labor per project), Contractor shall provide a cost estimate to Company for Company's review and approval.



**I. Fair Market Value Reports ("FMV"):**

Contractor shall order, review, submit to Company and pay for all FMV reports from an independent Company approved contractor. Company shall reimburse Contractor for all FMV report fees related to projects, with no mark-up of such costs by Contractor.



**FIRST AMENDMENT TO  
VENDOR SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO SERVICES AGREEMENT (this "Amendment"), by and between **ModivCare Solutions, LLC** ("Client") and **Cresa, LLC** (formerly Cresa Global, Inc.) ("Cresa") (collectively the "Parties"), is dated July 10, 2025.

WHEREAS, the Parties entered into a Vendor Service Agreement with an effective date of July 11, 2022 (the "VSA");

WHEREAS, the Parties wish to extend the Term of the Agreement past the original Termination Date; and

NOW, the Parties now wish to amend the Vendor Service Agreement as follows:

- I. The Term of the Agreement shall be extended by an additional three (3) years and shall terminate on July 10, 2028.
- II. Except as provided herein, the VSA remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment as of the date set forth above.

MODIVCARE SOLUTIONS, LLC

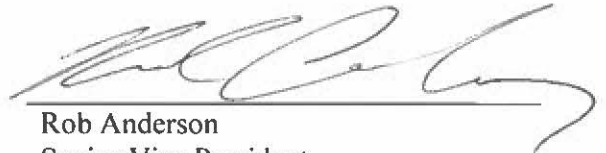
CRESA, LLC

By:



Ken Shepard  
SVP, Finance

By:



Rob Anderson  
Senior Vice President

Acknowledged By:



Faisal Khan, Esq.  
SVP & General Counsel

**Exhibit B**

**Gregg Declaration**



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

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

**DECLARATION OF GARY GREGG  
IN SUPPORT OF APPLICATION OF DEBTORS FOR  
ENTRY OF AN ORDER AUTHORIZING THE RETENTION AND  
EMPLOYMENT OF CRESA, LLC AS REAL ESTATE CONSULTANT  
AND ADVISOR TO THE DEBTORS AND DEBTORS IN POSSESSION  
AS OF THE PETITION DATE**

I, Gary Gregg, make this declaration (this “***Declaration***”) pursuant to 28 U.S.C. §1746, and state:

1. I am the Executive Chairman of Cresa, LLC (“***Cresa***”), a real estate consulting and advisory firm, with its principal place of business located at 167 North Green Street, Suite 1301, Chicago, IL 60607.

2. I am authorized to execute and submit this Declaration on behalf of Cresa in support of the *Application of Debtors for Entry of an Order Authorizing the Retention and Employment of Cresa, LLC as Real Estate Consultant and Advisor to the Debtors and Debtors in Possession* (the “***Application***”)<sup>2</sup> by which the Debtors seek retention of Cresa on the terms and conditions set

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<sup>1</sup> 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

<sup>2</sup> Capitalized terms used in this Declaration and not immediately defined have the meanings given to such terms in the Application.

forth in the Application and the Services Agreement between the Debtors and Cresa attached to the Application as **Exhibit A**.

3. I submit this Declaration in accordance with sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules.

4. The facts set forth in this Declaration are based upon my personal knowledge, information, and belief, or client matter records kept in the ordinary course of business that were reviewed by me or other employees of Cresa under my supervision and direction. If called and sworn as a witness, I could and would testify competently to the facts set forth herein.

#### **CRESA'S QUALIFICATIONS**

5. Cresa is well suited to provide the real estate services that the Debtors require and have requested that Cresa provide in the Chapter 11 Cases. Cresa is a well-known, reputable, and diversified real estate consulting and advisory firm with over 50 offices and professionals with over 30 years of commercial real estate experience. Cresa's professionals have extensive experience in providing services regarding the review, analysis, restructuring, disposition, and negotiation of real property and lease agreements. Cresa worked with the Debtors prior to the Petition Date and for several years before that. Consequently, Cresa has critical knowledge regarding the Debtors, their real property, and their leases.

6. I believe Cresa is well qualified to perform all services contemplated by the Services Agreement, and to represent the Debtors' interests in the Chapter 11 Cases in a cost-effective, efficient, and timely manner.

7. To the best of my knowledge, information, and belief, I also believe that the Services (as defined herein) are necessary to enable the Debtors to maximize the value of their leases and enable them to reorganize their financial affairs and will be complementary rather than

duplicative of the services to be performed by the Debtors' other professionals retained in the Chapter 11 Cases.

8. Cresa will use reasonable efforts to coordinate with the Debtors and their other professionals retained in the Chapter 11 Cases to avoid any unnecessary duplication of services.

### **SERVICES TO BE PERFORMED**

9. As set forth more fully in the Services Agreement, Cresa will provide the following services (the "***Services***") to the Debtors:<sup>3</sup>

- a. "Front End" Planning for each transaction in partnership with the Debtors, which includes (i) a strategic analysis of specific markets, clients, customer, and employees, as each relates to site selection strategy by the Contractor and (ii) developing a real estate purchase and/or leasing strategy with regard to each applicable contemplated transaction;
- b. Property surveys;
- c. Site visits (depending on size and scope at the reasonable discretion of the Contractor);
- d. Identifying required tenant improvements;
- e. Drafting and reviewing RFPs and sending such RFPs to landlord representatives;
- f. Evaluating landlord responses;
- g. Submitting counter proposals and finalizing business terms for lease and purchase agreements;
- h. Reviewing and assisting in the negotiation of lease and purchase agreements; and
- i. Conducting monthly update calls.

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<sup>3</sup> Any description of the terms of the Services Agreement contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of the Services as set forth herein and the Services Agreement, the Services Agreement shall control.

### **PROFESSIONAL COMPENSATION**

10. Subject to the Court's approval, the Debtors will compensate Cresa in accordance with the terms and conditions set forth in the Services Agreement, including the Schedule A thereto. It is contemplated that Cresa shall be compensated as follows: <sup>4</sup>

- a. Limited Scope Project(s) Fee. For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease extension, lease renewal, or lease expansion (each, a "***Limited Scope Project***"), Contractor shall be owed a minimum payment of \$5000 from Company; provided that if Contractor receives a market commission payment of \$5000 or more, Company shall not owe Contractor such payment, or if Contractor receives a market commission payment of less than \$5000, Company shall only owe to Contractor the sum of \$5000 *minus* the amount of such received market commission payment. For the avoidance of doubt, the term Limited Scope Project shall not include projects for which Contractor provides a formal market survey, performs a tour of competing sites, or drafts more than one RFP proposal or counter-proposal.
- b. Full Scope Project(s) Fee. For projects for which (1) the leased premises is 4,000 sq ft or smaller, and (2) Company provides direction to Contractor to negotiate terms for a letter of understanding, lease, sublease, lease extension, lease renewal or lease expansion, which includes a formal market survey, a tour of competing sites, drafting multiple RFPs, proposals and counter-proposals (each, a "***Full Scope Project***"), Contractor shall be owed a minimum payment of \$8000 from Company; provided that if Contractor receives a market commission payment of \$8000 or more, Company shall not owe Contractor such payment, or if Contractor receives a market commission payment of less than \$8000, Company shall only owe to Contractor the sum of \$8000 *minus* the amount of such received market commission payment.
- c. Disposition Project(s) Fee. For services provided in negotiating a lease buyout or lease termination that is affected not in accordance with the terms of such lease or a sublease, Company shall pay Contractor an amount equal to 8% of the Savings generated through termination or buy out negotiations. The term "***Savings***", as used herein, means (i) the base rent obligation, including operating expenses, owed under the remaining term of the lease as of the date of such termination or buy out *minus* (ii) the amount paid by Company to terminate or buy out such lease or sublease. For other real estate brokerage services associated with subleasing or selling real estate on behalf of Company,

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<sup>4</sup> Any description of the terms of the Services Agreement contained herein is a summary provided for convenience purposes only. In the event of any inconsistency between the summary of the compensation as set forth herein and the Services Agreement, the Services Agreement shall control.

Contractor and Company agree to enter into a separate agreement for those services.

- d. Pulled Projects Fee(s). For any project that is discontinued or pulled for any reason, Company shall owe Contractor a portion of a minimum \$5000 fee based on the following levels of completion by Contractor:

| Percentage of Completion Levels: |      |
|----------------------------------|------|
| Proposals Solicited              | 25%  |
| In Negotiation                   | 50%  |
| LOU Signed                       | 75%  |
| Lease/Amendment/Sublease drafted | 100% |

- e. Other Projects Fee(s). For all other real estate projects and the performance of all other Services associated therewith for premises with over 4000 sq ft ("**Other Projects**"), Contractor will be paid a commission equal to or greater than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. Contractor shall request that said commission shall be paid by a third-party landlord, property owner or seller. In the event Contractor is not paid a commission by a third-party landlord, property owner or seller in connection with any Other Projects, Company shall owe Contractor a payment not less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, of the transaction. In the event Contractor is paid a commission less than four percent (4%) of the total base rent obligation, including operating expenses and taxes, by a third-party landlord, property owner or seller, Company shall owe to Contractor the sum of the four percent commission *minus* the amount paid by the third-party landlord, property owner or seller for such Other Projects.
- f. Project Management Fee(s). Project management fees shall be \$2.00 to \$3.50/RSF.
- g. Travel Expenses. In connection with the performance of the Services (including, but not limited to Limited Scope Projects, Full Scope Projects, Disposition Projects, Project Management, Other Projects, and Consulting), Company shall reimburse Contractor for its reasonable transportation, airfare, lodging, taxis, rental cars and meal expenses.
- h. Consulting Fees. For all consulting services, Contractor shall not charge Company for projects requested by Company requiring **less** than five (5) hours of billed labor per project. In the event Company requests large scale/scope projects requiring significant time (over 5 hours billed labor per project), Contractor shall provide a cost estimate to Company for Company's review and approval.
- i. Fair Market Value Reports ("FMV") Fee(s). Contractor shall order, review, submit to Company and pay for all FMV reports from an independent Company



approved contractor. Company shall reimburse Contractor for all FMV report fees related to projects, with no mark-up of such costs by Contractor.

11. In addition to the fees and expenses outlined above, Cresa also intends to seek reimbursement for its reasonable, pre-approved out-of-pocket expenses incurred in connection with its retention and performance of the Services. This includes, but is not limited to, responding to any litigation or other type of inquiry, deposition, or otherwise relating to the Services or the Services Agreement.

12. To the extent Cresa uses the services of ICs in the Chapter 11 Cases pursuant to the Services Agreement, Cresa shall be responsible for the performance of and payment of any fees to such ICs independently of the fee structure between the Debtors and Cresa. Cresa will not pass through the cost of such ICs to the Debtors and will not seek reimbursement from the Debtors. Cresa will ensure that the ICs are subject to conflict checks with respect to the parties related to their involvement in the Chapter 11 Cases.

13. Cresa may provide additional services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement but before doing so will mutually agree upon such services in writing, in advance. I understand that the Debtors will file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel to the Creditors' Committee, and any party requesting notice under Bankruptcy Rule 2002.

14. I believe that the compensation structure described above and set forth in the Services Agreement is reasonable, comparable to compensation generally charged by real estate consultants and advisors of similar stature to Cresa for comparable engagements, both in and out of bankruptcy, and merited by Cresa's experience and expertise. The proposed compensation structure is also consistent with Cresa's normal and customary billing practices for cases of

comparable size and complexity that require the level and scope of services to be provided in the Chapter 11 Cases.

15. Cresa has not shared or agreed to share any of its compensation from the Debtors with any other persons or firm in accordance with section 504 of the Bankruptcy Code.

### **PAYMENT OF COMPENSATION AND EXPENSES**

16. Cresa understands that fees and expenses in the Chapter 11 Cases shall be subject to approval of the Court upon proper application by Cresa in accordance with procedures for the allowance of compensation applicable to professionals in the Chapter 11 Cases and in accordance with the requirements of the Bankruptcy Code. However, because Cresa's compensation is results-oriented, it is not Cresa's regular practice to keep detailed time records similar to those customarily kept by attorneys and other professionals who are compensated on an hourly basis. It is standard practice in Cresa's industry for professionals providing services relating to lease restructurings and real property/lease dispositions to be compensated on a flat fee or percentage basis, rather than on an incremental hourly basis, for such services.

17. Requiring Cresa to record and submit detailed time entries in light of the transactional nature of the services to be rendered by Cresa herein and the percentage-based/flat fee structure proposed under the Services Agreement would be unduly burdensome to Cresa.

### **DISINTERESTEDNESS OF PROFESSIONALS**

18. The Debtors have numerous creditors and other parties in interest with which they maintain business relationships. In connection with the Debtors' proposed retention of Cresa in the Chapter 11 Cases, Cresa has reviewed the list of parties in interest provided by the Debtors, a copy of which is attached hereto as **Schedule 1**. Cresa undertook a comprehensive review of these parties to determine whether it had any conflicts or other relationships that might cause it to not be

disinterested or to hold or represent an interest adverse to the Debtors. There are no connections to disclose other than as follows:

- a. Cresa is a tenant-representation firm and within the last three years is, or has been, exclusively engaged to represent the following companies from the parties in interest list for real estate transactions, project management work, or other real-estate related consulting services: Ameriprise Financial, AT&T, Charter Communications, Comcast, Gordon Rees Scully Mansukhani LLP, Republic Services, Inc., State Street, Sumitomo Mitsui Banking Corporation, TCW Group, Teplis Travel Service, and UnitedHealth Group. Cresa represents that these representations are unrelated to the Chapter 11 Cases.

19. Thus, to the best of my knowledge and belief, Cresa: (a) is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, (b) has no connection with the Debtors, their creditors, other parties in interest, or the attorneys or accountants of any of the foregoing, or the U.S. Trustee or any person employed by the U.S. Trustee, and (c) does not hold or represent an interest adverse to the Debtors or the Debtors’ estates.

20. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, Cresa has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, the Chapter 11 Cases.

21. Neither I nor any professional of Cresa who will work on this engagement, to the best of my knowledge after reasonable inquiry, is related or connected to the United States Bankruptcy Judge assigned to the Chapter 11 Cases, the U.S. Trustee, or any persons employed by the U.S. Trustee.

22. As part of its diverse practice, Cresa appears in cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who may represent claimants and parties in interest in the Chapter 11 Cases. Additionally, Cresa has performed in the past, and may perform in the future, real estate consulting

and advisory services for various attorneys and law firms, and may have been represented by several attorneys and law firms, some of whom may be involved in this proceeding. In addition, Cresa may have in the past, may currently, and may in the future work with or against other professionals involved in the Chapter 11 Cases in matters unrelated to the Debtors and the Chapter 11 Cases.

23. I do not believe that Cresa is a “creditor” of the Debtors within the meaning of section 101(10) of the Bankruptcy Code as Cresa is not owed any monies from the Debtors as of the Petition Date. Further, neither I nor any other member of the Cresa team serving the Debtors, to the best of my knowledge, is a holder of any outstanding debt instrument of the Debtors.

24. To the best of my knowledge, Cresa is “disinterested” as that term is defined in section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code, because:

- a. neither Cresa nor any professional at Cresa working on this engagement is a creditor, equity security holder, or insider of the Debtors;
- b. neither Cresa nor any professional at Cresa working on this engagement is or was, within two years before the commencement of the Chapter 11 Cases, a director, officer, or employee of the Debtors; and
- c. Cresa has no interest materially adverse to the interests of the estates or of any class of creditors, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors.

25. Given the large number of parties in interest in the Chapter 11 Cases, despite the efforts described above to identify and disclose Cresa’s relationships with parties in interest, I am unable to state with absolute certainty that every client relationship or other connection has been disclosed in this Declaration. If Cresa discovers additional information requiring disclosure, Cresa will file supplemental disclosures with the Court as promptly as possible. Cresa further understands that it has a duty to continue to check for conflicts and connections, and in the event

that any new facts or relationships subsequently are discovered during the pendency of the Chapter 11 Cases, Cresa will supplement this Declaration and file the same with the Court.

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

Dated: October 21, 2025

/s/ Gary Gregg

Gary Gregg  
Executive Chairman  
Cresa, LLC



**Schedule 1**

Parties in Interest List

**1. DEBTORS**

MODIVCARE INC. (F/K/A THE PROVIDENCE CORPORATION)  
A & B HOMECARE SOLUTIONS, L.L.C  
A.E. MEDICAL ALERT, INC.  
ABC HOMECARE LLC  
ALL METRO AIDS, INC.  
ALL METRO ASSOCIATE PAYROLL SERVICES CORPORATION  
ALL METRO CGA PAYROLL SERVICES CORPORATION  
ALL METRO FIELD SERVICE WORKERS PAYROLL SERVICES CORPORATION  
ALL METRO HEALTH CARE SERVICES, INC.  
ALL METRO HOME CARE SERVICES OF FLORIDA, INC.  
ALL METRO HOME CARE SERVICES OF NEW JERSEY, INC.  
ALL METRO HOME CARE SERVICES OF NEW YORK, INC.  
ALL METRO HOME CARE SERVICES, INC.  
ALL METRO MANAGEMENT AND PAYROLL SERVICES CORPORATION  
ALL METRO PAYROLL SERVICES CORPORATION  
AM HOLDCO, INC.  
AM INTERMEDIATE HOLDCO, INC.  
ARSENS HOME CARE, INC.  
ARU HOSPICE, INC.  
ASSOCIATED HOME SERVICES, INC.  
AT-HOME QUALITY CARE, LLC (F/K/A AT-HOME QUALITY CARE, INC.)  
AUDITORY RESPONSE SYSTEMS, INC.  
BARNEY'S MEDICAL ALERT-ERS, INC.  
CALIFORNIA MEDTRANS NETWORK IPA LLC  
CALIFORNIA MEDTRANS NETWORK MSO LLC  
CARE FINDERS TOTAL CARE LLC  
CAREGIVERS ALLIANCE, LLC  
CAREGIVERS AMERICA HOME HEALTH SERVICES, LLC  
CAREGIVERS AMERICA MEDICAL STAFFING, LLC  
CAREGIVERS AMERICA MEDICAL SUPPLY, LLC  
CAREGIVERS AMERICA REGISTRY, LLC  
CAREGIVERS AMERICA, LLC.

CAREGIVERS ON CALL, INC.  
CGA HOLDCO, INC.  
CGA STAFFING SERVICES, LLC  
CIRCULATION, INC.  
FLORIDA MEDTRANS NETWORK LLC  
FLORIDA MEDTRANS NETWORK MSO LLC  
GUARDIAN MEDICAL MONITORING, LLC  
HEALTH TRANS, INC.  
HEALTHCOM, INC.  
HEALTHCOM HOLDINGS LLC  
HELPING HAND HOME HEALTH CARE AGENCY INC  
HELPING HAND HOSPICE INC.  
HIGI CARE HOLDINGS, LLC  
HIGI CARE, LLC  
HIGI SH HOLDINGS INC.  
HIGI SH LLC  
INDEPENDENCE HEALTHCARE CORPORATION  
METROPOLITAN MEDICAL TRANSPORTATION IPA, LLC  
MLA SALES, LLC  
MODIVCARE SOLUTIONS, LLC  
MULTICULTURAL HOME CARE INC.  
NATIONAL MEDTRANS, LLC  
NEW ENGLAND EMERGENCY RESPONSE SYSTEMS, INC.  
OEP AM, INC.  
PANHANDLE SUPPORT SERVICES, INC.  
PERSONAL IN-HOME SERVICES, INC.  
PHILADELPHIA HOME CARE AGENCY, INC.  
PROVADO TECHNOLOGIES, LLC  
RED TOP TRANSPORTATION, INC.  
RIDE PLUS, LLC  
SAFE LIVING TECHNOLOGIES, LLC  
SECURA HOME HEALTH HOLDINGS, INC. (F/K/A HEARTS AY HOME HOLDINGS, INC.)  
SECURA HOME HEALTH, LLC (F/K/A HEARTS AT HOME, LLC)  
SOCRATES HEALTH HOLDINGS, LLC  
TRIMED, LLC  
UNION HOME CARE LLC  
VALUED RELATIONSHIPS, INC.  
VICTORY HEALTH HOLDINGS, LLC  
VRI INTERMEDIATE HOLDINGS, LLC

**2. NON-DEBTOR AFFILIATES**

PROMETHEUS HOLDCO, LLC  
ARUBU, INC.  
HIGI SH CANADA ULC  
INGEUS INVESTMENTS LIMITED  
INGEUS, LLC

MERCURY PARENT, LLC  
MODIVCARE LABS PRIVATE LIMITED  
NEMT INSURANCE DE LLC, SERIES 1  
MEDTRANS NETWORK IPA, LLC

**3. DEBTORS' PREVIOUS NAMES, PREDECESSORS, AND RELATED ENTITIES**

MODIVCARE INC. (F/K/A THE PROVIDENCE CORPORATION)  
AT-HOME QUALITY CARE, LLC (F/K/A AT-HOME QUALITY CARE, INC.)  
SECURA HOME HEALTH HOLDINGS, INC. (F/K/A HEARTS AY HOME HOLDINGS, INC.)

SECURA HOME HEALTH, LLC (F/K/A HEARTS AT HOME, LLC)

**4. DEBTORS' RESTRUCTURING AND OTHER SIGNIFICANT PROFESSIONALS**

FTI CONSULTING, INC.  
HUNTON ANDREWS KURTH LLP  
LATHAM & WATKINS LLP  
MOELIS & COMPANY

KURTZMAN CARSON CONSULTANTS, LLC (D/B/A VERITA GLOBAL)  
QUINN EMMANUEL URQUHART & SULLIVAN LLP  
ERNST & YOUNG US LLP

**5. DEBTORS' ORDINARY COURSE PROFESSIONALS**

BRADLEY ARANT BOULT CUMMINGS LLP  
CAPITAL IMPACT GROUP LLC  
GIBSON, DUNN & CRUTCHER LLP  
KELLEY CONSULTING  
KPMG LLP  
STEVES & LEE P.C.  
MANATT, PHELPS & PHILLIPS LLP  
MAINE STREET SOLUTIONS  
MERCURY PUBLIC AFFAIRS, LLC  
GAFFNEY BENNETT AND ASSOCIATES, INC.  
SAUL EWING ARNSTEIN & LEHR LLP  
KRAMON & GRAHAM PA  
BONDURANT MIXSON & ELMORE LLP  
HONIGMAN LLP  
BALCH & BINGHAM LLP  
DERRYBERRY & NAIFEH, LLP  
BOWLES RICE LLP  
JAMES MILLER & ASSOCIATES  
NIELSEN MERKSAMER PARRINELLO  
GROSS LEONI

BYRDGOMES LLC  
BAKER & HOSTETLER LLP  
VERRILL & DANA LLP  
LITTLER MENDELSON PC  
M J SIMON & COMPANY LLC  
NIXON PEABODY LLP  
POL SINELLI PC  
PWC US BUSINESS ADVISORY  
FAEGRE DRINKER BIDDLE & REATH LLP  
CAPITAL CITY CONSULTING, LLC  
JL MORGAN COMPANY INC  
ANDERSON RICHARD CONSULTING LLC  
PERRY, WHITE, ROSS & JACOBSON LLC  
MCCALL HAMILTON ADVOCACY LLC  
CENTERPOINT 360 LLC  
1868 PUBLIC AFFAIRS  
HUMAN STRAUB ADVISORS LLC  
SMITH ANDERSON BLOUNT DORSETT MITCHELL  
AMBER INTEGRATED LLC  
RIDGE POLICY GROUP

SOUTHERN STRATEGY GROUP,  
CHARLESTON AND COLUMBIA, SOUTH  
CAROLINA  
WEST VIRGINIA LOBBYIST GROUP

CASTLEBERRY LAW FIRM  
GORDON REES SCULLY MANSUKHANI  
LLP

**6. PROFESSIONALS FOR OTHER MAJOR STAKEHOLDERS**

ALIXPARTNERS LLP  
CHILMARK PARTNERS, LLC  
LAZARD FRERES & CO. LLC  
PAUL HASTINGS LLP  
WHITE & CASE LLP

**7. MAJOR EQUITY HOLDERS<sup>2</sup>**

AI CATALYST FUND, LP  
ARISTOTLE CAPITAL BOSTON, LLC  
COLISEUM CAPITAL MANAGEMENT, LLC  
D.E. SHAW & CO  
SCEPTER HOLDINGS, INC.  
SSGA ACTIVE TRUST

THE VANGUARD GROUP, INC.  
BARROW, HANLEY, MEWHINNEY &  
STRAUSS LLC

**8. CURRENT AND FORMER OFFICERS AND DIRECTORS (UP TO 3 YEARS)**

ANNE BAILEY  
BARBARA GUTIERREZ  
CAROLYN MCCARTHY  
CHELSEY BERSTLER  
CHRIS ECHOLS  
CHRIS HEINE  
CHRIS SHACKELTON  
CRAIG BARBAROSH  
DAMON GREEN  
DAVID COULTER  
FAISAL KHAN  
FRANCIS JACKSON WRIGHT  
GARTH GRAHAM  
ILIAS SIMPSON  
JAMES WATSON  
JARON ROSS  
JEFF BENNETT

JENNIFER JASKOLKA  
JODY KEPLER  
JONATHAN BUSH  
L. HEATH SAMPSON  
LESLIE V. NORWALK  
MIA HANEY  
NEAL GOLDMAN  
RAHUL DIGAMBER SAMANT  
RICHARD A. KERLEY  
SHANE RAGLAND  
TODD CARTER  
ALEC CUNNINGHAM  
DAVID MOUNTS GONZALES  
ERIN RUSSELL  
DANIEL. B SILVERS

**9. TRUSTEES, AGENTS, SECURED LENDERS (INCLUDING CERTAIN BOND HOLDERS),  
AND OTHER POTENTIAL LIENHOLDERS**

ALLIANCEBERNSTEIN HOLDING LP  
ALLSPRINGS GLOBAL INVESTMENTS  
ANKURA TRUST COMPANY, LLC

BANK OF AMERICA, N.A.  
BARCLAYS BANK PLC  
BEACH POINT CAPITAL MANAGEMENT

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<sup>2</sup> For purposes of this list, major equity holders are considered to be persons or entities who held in excess of 1% of the Debtors' equity securities as of the Petition Date.

BIRCH GROVE CAPITAL  
BNP PARIBAS S.A.  
BRIGADE CAPITAL MANAGEENT  
CHILMARK PARTNERS, LLC  
CIBC BANK USA  
COMERICA BANK  
D.E. SHAW & CO  
DEUTSCHE BANK AG NEW YORK  
BRANCH  
ENSIGN PEAK ADVISORS  
FIAM LLC AN AFFILIATE OF FIDELITY  
INVESTMENTS  
HALSEYPOINT ASSET MANAGEMENT,  
LLC  
HEWLETT-PACKARD FINANCIAL  
SERVICES COMPANY  
HG VORA CAPITAL MANAGEMENT  
HSBC BANK PLC  
JEFFERIES FINANCE LLC  
JP MORGAN CHASE BANK, N.A.  
KEYBANK, NATIONAL ASSOCIATION  
METROPOLITAN WEST ASSET  
MANAGEMENT

NEUBERGER BERMAN GROUP  
POLAR ASSET MANAGEMENT PARTNERS  
INC.  
PRIVATEBANK AND TRUST COMPANY  
Q5-R5 TRADING, LTD.  
REDWOOD CAPITAL MANAGEMENT  
REGIONS BANK  
ROARING FORK TRADING  
SILVER ROCK FINANCIAL LP  
SILVER ROCK MANAGEMENT LLC  
SUMMIT HOUSE CAPITAL  
MANAGEMENT, LLC  
SUMITOMO MITSUI BANKING  
CORPORATION  
TCW ASSET MANAGEMENT COMPANY  
TCW GROUP  
TEXAS EXCHANGE BANK  
TRUIST BANK  
U.S. BANK EQUIPMENT FIANANCE  
WELLS FARGO BANK, N.A.  
WILMINGTON TRUST  
WSFE BANK

#### **10. OTHER NOTEHOLDERS**

JUPITER FUND MANAGEMENT  
BLACKROCK  
STATE STREET  
OLIVE STREET INVESTMENT ADVISERS  
GRACE PARTNERS OF DUPAGE

CANADIAN IMPERIAL BANK  
AMERIPRISE FINANCIAL  
POLEN CAPITAL MANAGEMENT  
MADISON AVENUE INTERNATIONAL LP  
JUPITER ASSET MANAGEMENT

#### **11. TOP 30 UNSECURED CREDITORS**

1800MEDIVAN INC  
ACTIVE SC ONE INC  
AM PM MEDICAL TRANSPORTATION  
COMPANY INC  
AMAZON WEB SERVICES, INC.  
BASIN INNOVATION GROUP LLC  
BERHANU ALAZE  
BEST NEIGHBOR TRANSPORTATION LLC  
BROADRIDGE ICS  
CDW DIRECT  
CHEIIS TRANSPORT LLC  
ELITE HOME CARE LLC  
EMPLOYEES PROVIDENT FUND  
ORGANISATION  
GALAXY AMBULANCE LLC  
HOMECARE SOFTWARE SOLUTIONS LLC  
HOSPITAL TO HOME LLC

HUMANA, INC.  
IBEX GLOBAL FZ-LLC  
KDK TRANSPORT COMPANY  
LIFE TECH INC  
LYFT HEALTHCARE INC  
METRO ONE AMBULANCE INC.  
MORRIS AND COMPANY  
ORION CONSULTING  
PNP GROUP LLC  
RANDSTAD NORTH AMERICA LP  
REYNO CAR SERVICE INC  
RIDE SOURCE INC  
SHELTERPOINT LIFE INSURANCE CO  
SKORI INC  
SOFTSERVE INC.  
SUNSHINE STATE HEALTH PLAN INC.  
TRICARE AT INSPIRA LLC

UBER HEALTH LLC  
UNITED HEALTHCARE SERVICES INC

WILMINGTON SAVINGS FUND SOCIETY,  
FSB  
WSFS BANK

## **12. MAJOR SUPPLIERS AND VENDORS**

3 OMR LLC  
AB EXPRESS TRANSPORT LLC  
ACADIAN AMBULANCE SERVICE OF NEW  
ORLEANS  
ADVANCED MEDICAL TRANSPORT CORP  
AIRPORT EXPRESS INC  
AIRPORT TAXI INC  
ACE USA  
ALCHEMY TECHNOLOGY GROUP LLC  
ALL AIRPORT TAXI INC  
ALLMED TRANSPORTATION INC  
ALPHA MEDICAL TRANSPORTATION INC  
AMERICAN EXPRESS  
AMERICAN GROUND TRANSPORTATION  
AMERICAN MEDICAL RESPONSE WEST  
ANYBILL  
ARISE VIRTUAL SOLUTIONS INC  
ASSIST MEDICAL SERVICE INC  
ASTRA CARE LLC  
BIG DOG CITY CORPORATION  
BIG ISLAND LIMOUSINE INC  
C & H COMPANY  
CALIFORNIA ACCESS INC  
CITY OF SACRAMENTO FIRE DEPARTMENT  
CLX MEDICAL TRANSPORT INC  
COMPASSION CARE SENIOR SERVICES  
COMPLETE MEDICAL TRANSPORT CORP  
COMMUNITY TRANSPORTATION  
ASSOCIATION OF AMERICA  
DEPENDACARE TRANSPORTATION LLC  
DURICARE INC  
EASTWESTPROTO INC  
ELITE CARE AMBULANCE INC  
ETA TRANS INC  
EXPRESS TRANSPORTATION AGENCY  
FASTCARE MEDICAL TRANSPORTATION  
LLC  
FREEUS, LLC  
GALAXY AMBULANCE LLC  
GOLD STAR EMS LLC  
GOLDEN STATE MANAGEMENT GROUP INC  
GOOD VIBES MEDICAL TRANSPORTATION  
LLC  
GOODWILL TRANSPORTATION SERVICES  
LLC

HULIN TRANSPORTATION, INC  
IBEX GLOBAL SOLUTIONS  
INDEPENDENT CAB  
INTEGRITY MEDICAL TRANSPORTATION  
CORP  
INTEGRITY MEDICAL TRANSPORTATION  
CORP  
JOHNSON MEDICAL TRANSPORT LLC  
JUDI'S CARRIER SERVICE INC  
KIBOIS COMMUNITY ACTION  
FOUNDATION, INC  
KWPH ENTERPRISES  
L & L TRANSPORTATION LLC  
LALIBELA TRANSPORTATION LLC  
LUCY TRANSPORTATION INC  
LYFT INC.  
M & M GROUP INC  
MARE TRANSPORTATION INC  
MARVEL MEDICAL TRANSPORT LLC  
MEDEX TRANSPORTATION INC  
MEDICAL TRANSPORT SOLUTIONS INC  
MEDICAL XPRESS NON EMERGENCY  
TRANSPORT  
MEDLINK MEDICAL TRANSPORT INC  
METRO ONE AMBULANCE INC  
MONTES DE OCA CORP DBA MK  
UNLIMITED  
NEW JERSEY TRANSIT CORP  
ON TIME AMBULANCE INC  
P & I TRANSPORTATION INC  
PATTERSON TRANSPORTATION SERVICE  
LLC  
PAUL D RONALD  
PONY CARE TRANSPORTATION INC.  
PRO TRANSPORT-1, LLC  
PROCARE MEDICAL TRANSPORTATION  
CORP  
PULSE MEDICAL TRANSPORTATION  
QUICK PICK TRANSPORTATION INC.  
RECVUE INC  
RESOURCE MANAGEMENT SYSTEMS INC  
RICHMOND CITY TAXI CAB INC  
RIDE PLUS LLC  
ROMED INC  
ROYAL CAB INC



ROYAL MEDICAL TRANSPORTATION LLC  
ROYAL TRANSPORTATION LLC  
SACRAMENTO METROPOLITAN FIRE  
DISTRICT  
SAFETY 1ST PARATRANSIT INC  
SAHRAWI INC  
SALESFORCE.COM INC  
SHIRETOWN SOLUTIONS LLC  
SHUTTLE RUIDOSO LLC  
SKORI INC  
SKY TRANSPORTATION LLC  
SOUTHEAST TRANSPORTATION SERVICES  
LLC  
SUNSHINE MEDICAL TRANSPORT LLC

TEDLA TRANSPORTATION  
TEPLIS TRAVEL SERVICE  
TEXAS MEDICAL TRANSPORTATION  
TOP GUN TRANSIT LLC  
TRANSPORT SOLUTIONS  
TRANSPORT4ELDERS LLC  
TRICARE MEDICAL TRANSPORTATION  
VA TRANSPORT LLC  
VALLEY MEDICAL TRANSPORT LLC  
FE GLOBAL SOLUTIONS LLC  
WORKBOARD INC  
WORKDAY INC  
YELLOW CAB MEDICAL TRANSPORT LLC

### **13. MAJOR CUSTOMERS**

ALAMEDA ALLIANCE FOR HEALTH  
ARKANSAS DEPARTMENT OF HUMAN  
SERVICES OFFICE OF PROCUREMENT  
BLUE CROSS OF CALIFORNIA  
BROADRIDGE ICS  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MEDICAL ASSISTANCE  
SERVICES  
COMMONWELTH OF PENNSYLVANIA  
DEPARTMENT OF HUMAN SERVICES  
COMMONWELTH OF VIRGINIA  
DEPARTMENT OF MEDICAL ASSISTANCE  
SERVICES  
COVENTRY HEALTH CARE OF VIRGINIA  
HEALTH CARE SERVICE CORPORATION  
HEALTH NET OF CALIFORNIA, INC.  
HEALTHFIRST HEALTH PLAN, INC.  
HUMANA MEDICAL PLAN

OKLAHOMA HEALTH CARE AUTHORITY  
ORANGE COUNTY HEALTH AUTHORITY  
SENTARA HEALTH ADMINISTRATION  
SOUTH CAROLINA DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
STATE OF DELAWARE, DEPARTMENT OF  
HEALTH AND SOCIAL SERVICES  
THE GEORGIA DEPARTMENT OF  
COMMUNITY HEALTH  
THE STATE OF MAINE, DEPARTMENT OF  
HEALTH AND HUMAN SERVICES  
THE STATE OF NEW JERSEY, DIVISION OF  
MEDICAL ASSISTANCE AND HEALTH  
SERVICES  
THE WEST VIRGINIA BUREAU FOR  
MEDICAL SERVICES  
UNITED HEALTH CARE INSURANCE  
COMPANY

### **14. DEBTORS' BANKS AND OTHER BANKING PARTIES**

WELLS FARGO BANK, N.A.  
WEBSTER BANK, N.A.  
PNC BANK, N.A.  
IMPERIAL BANK OF CANADA  
CITIZENS BANK, N.A.  
BANC OF CALIFORNIA, INC.  
HSBC HOLDINGS PLC.

VANTAGE BANK TEXAS  
TRUIST FINANCIAL CORPORATION  
MORGAN STANLEY  
U.S. BANCORP  
STATE EMPLOYEES' CREDIT UNION

### **15. INSURANCE PARTIES**

ACE AMERICAN INSURANCE COMPANY  
(CHUBB)

ACE FIRE UNDERWRITERS INSURANCE  
COMPANY (CHUBB)

ALLIANZ GLOBAL RISKS US INSURANCE COMPANY  
 ALLIANT INSURANCE SERVICES, INC.  
 ARCH INSURANCE COMPANY  
 ARCH SPECIALTY INSURANCE COMPANY  
 BERKELEY SPECIALTY INSURANCE  
 BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY  
 BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY  
 COBBS ALLEN CAPITAL HOLDINGS, LLC  
 CONTINENTAL CASUALTY COMPANY (CNA)  
 ENDURANCE AMERICAN INSURANCE COMPANY  
 ENDURANCE AMERICAN INSURANCE COMPANY (SOMPO)  
 ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY  
 ESIS, INC.  
 FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY (ATRI)  
 FAIRMATIC (SIRIUSPOINT SPECIALTY INSURANCE COMPANY)  
 FEDERAL INSURANCE COMPANY (CHUBB)  
 FIREMAN'S FUND INSURANCE COMPANY (ALLIANZ)  
 FIREMAN'S FUND INSURANCE COMPANY

GREAT AMERICAN INSURANCE COMPANY  
 ILLINOIS UNION INSURANCE COMPANY (CHUBB)  
 INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (CHUBB)  
 LANDMARK AMERICAN INSURANCE COMPANY  
 LANDMARK AMERICAN INSURANCE COMPANY (R-T SPECIALTY)  
 LIBERTY SURPLUS INSURANCE CORPORATION  
 MERCER INSURANCE COMPANY (R-T SPECIALTY)  
 MSIG SPECIALTY INSURANCE USA (PROPRAXIS)  
 NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA. (AIG)  
 RSUI INDEMNITY COMPANY (R-T SPECIALTY)  
 SCOTTSDALE INSURANCE COMPANY (PROPRAXIS)  
 SIRIUSPOINT LTD.  
 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
 WESTFIELD SELECT INSURANCE COMPANY  
 W. R. BERKLEY CORPORATION  
 XL SPECIALTY INSURANCE COMPANY  
 XL SPECIALTY INSURANCE COMPANY

## **16. SURETY BOND ISSUERS & BENEFICIARIES**

AMERIGROUP PARTNERSHIP PLAN, LLC  
 ATLANTIC SPECIALTY INSURANCE COMPANY  
 BLUE CROSS OF CALIFORNIA DBA ANTHEM BLUE CROSS  
 COMMONWEALTH OF VIRGINIA  
 DELAWARE FIRST HEALTH, INC  
 ELEVANCE HEALTH, INC.  
 FEDERAL INSURANCE COMPANY  
 MAGNOLIA HEALTH PLAN, INC.  
 OKLAHOMA COMPLETE HEALTH, INC.  
 C/O CENTENE CORPORATION  
 PENNSYLVANIA PUBLIC UTILITY COMMISSION  
 SIRIUSPOINT AMERICA INSURANCE COMPANY

STATE OF ALABAMA  
 STATE OF CONNECTICUT DEPARTMENT OF CONSUMER PROTECTION  
 STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION  
 STATE OF INDIANA, FAMILY AND SOCIAL SERVICES ADMINISTRATION,  
 OFFICE OF MEDICAID POLICY AND PLANNING  
 STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
 STATE OF NEW JERSEY  
 STATE OF SOUTH CAROLINA, DEPT. OF HEALTH AND HUMAN SERVICES  
 TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

VIRGINIA DEPARTMENT OF MOTOR  
VEHICLES  
WELLCARE AFFILIATES

WESTCHESTER FIRE INSURANCE  
COMPANY

# **17. LANDLORDS**

1 AVENUE C BUILDING MADISON  
111 WASHINGTON STREET REALTY LLC  
1590 ADAMSON LLC  
174 JEFFERSON, LLC  
18 SHEPARD STREET LLC  
1978 THIRD AVENUE LLC  
22 WEST MAIN LLC  
26 JOURNAL SQUARE OWNER LLC  
30 PECK ROAD LLC  
307-319 W LANDIS LLC  
330 SCANGAS NOMINEE TRUST  
39 CROSS 79 PROSPECT REALTY TRUST  
400 SOUTHBOROUGH LLC  
446A BLAKE LLC C/O TOM GELMAN  
6900 LAYTON SUBSIDIARY, LLC  
70 EAST SUNRISE HWY LLC  
7055 BRANDY HILL PLAZA ASSOCIATES  
LLC  
75 BROAD LLC  
8 PENN CENTER OWNER LP  
800 BRIDGECAM LLC  
8818 EXPEDITION LLC  
ALBANY TOWERS LLC  
AVANTI HOLDINGS LLC  
BALANCE HOLDINGS, LLC  
BANTA MANAGEMENT LLC  
BLOOMFIELD BK, LLC  
BLS ASSET MANAGEMENT CORP  
BOIC PROPERTIES LLC  
BRIDGE33 REAL ESTATE PARTNERS LP  
BUFFINGTON PROPERTY MANAGEMENT  
LLC  
BYRON KOTZAS & OLGA DOMOTOR  
ETAL PT  
CGP DEVELOPMENT CO INC  
CIPHER REALTY  
CITATION INVESTMENTS INC  
CITY OF NORTON  
COLIN DUNCAN  
COLONIAL CENTRE SQUARE LLC  
DAVIS PROFESSIONAL PARK LLC  
DEBRA SAYLES  
DF ACQUISITIONS LLC  
DIAMOND PROPERTY MANAGEMENT,  
LLC

EDGEWATER CORPORATE PARK LLC  
ELM GROVE REALTY, LLC  
ENGHOUSE INTERACTIVE INC  
EWING EQUITIES, LLC  
FORTUNATO REALTY INC  
GARVEY PROPERTIES  
GPI-CAL REALTY I LP  
HANOVER PLAZA ASSOCIATES  
HM SKY HARBOR, LLC  
HURON GROUP INC  
JMDJMS LIMITED LIABILITY COMPANY  
KAGR2 BINGHAMTON LLC  
KOAM INVESTORS GROUP, LLC  
KELLAR INDUSTRIES, LLC  
LAPP LIMITED PARTNERSHIP  
LEE, WEST & WALSH, LP  
LEGERE PROPERTIES LLC  
MARK J. OTERI  
MARQUEZ-ENT, LLC  
MAYNARD ROAD CORP  
MCCORMACK FAMILY LIMITED  
PARTNERSHIP  
MELLIN LIMITED PARTNERSHIP  
METROPLEX ASSOCIATES 1  
METROPLEX ASSOCIATES 2  
MIAMI LAKES CENTER LLC  
MJH WACKER LLC  
NICOLAS HERRERA  
NORTHPARK OFFICE LLC  
PALISADE PLAZA WEST LLC  
PALM BEACH BUSINESS CENTER  
PARTNERSHIP  
PAVILION UNIT ACQUISITION LP  
PEAK REALTY ENTERPRISES LLC  
PREMIUM ASSET MANAGEMENT, INC.  
PRIMECO TOWERS INDIA  
Q2U2 LLC  
REGUS  
RNSI CITY PLACE JV LLC  
ROBERT & PATRICIA AIKEN  
ROBERT L ECKLIN  
ROBERT L. ALBERTSON, JR.  
ROC II FAIRLEAD GRAN PARK AVENUES  
LLC  
S&N LAWRENCE REALTY LLC

S&R LLC  
SEAMLESS CENTENNIAL LTD  
SEMYA I LLC  
SHELBOURNE LAFAYETTE LLC  
SHRESTHA P MANAGEMENT LLC  
SIKYU ENTERPRISES LLC  
SL TOWN CENTER REALTY, LLC  
SPIEGEL & SPIEGEL PA MONEY  
PURCHASES PENSION PLAN AND 401 K  
PROFIT SHARING PLAN  
SUMMIT INVESTMENTS PROPERTIES LLC  
TANIOS REALTY LLC  
THE WE COMPANY MANAGEMENT  
HOLDINGS L.P.  
THOMAS A BECKER

THORNE PROPERTIES  
TN BROTHER LLC  
TSK MORRIS LLC  
TSO ICP LP  
UNIVERSITY AVENUE LLC  
USA EQUITY TRUST LLC  
WATER STREET REALTY TRUST  
WEWORK  
WEBBS PROPERTY LLC  
WICK SHOPPING PLAZA ASSOCIATES  
LLC  
WILLOWOOD PARK LLC  
WOODSIDE SPECIAL OPPORTUNITY PE  
FUND LP

## **18. UTILITIES**

11:11 SYSTEMS, INC.  
3N DOCUMENT DESTRUCTION INC  
4 ELOHIM CLEANING INC.  
A&E LOW VOLTAGE SOLUTIONS LLC  
8X8 INC  
A1 DATASHRED  
A&E LOW VOLTAGE SOLUTIONS LLC  
ABINGTON TOWNSHIP POLICE  
DEPARTMENT  
ACCURATE FIRE EQUIPMENT CORP  
ADT US HOLDINGS INC  
AFFORDABLE PEST CONTROL, INC.  
AFFORDABLE SHRED AND STORAGE  
ALLIED FIRE & SAFETY EQUIPMENT CO,  
INC.  
AMERICAN ELECTRIC POWER  
AT&T  
AT&T MOBILITY  
ATMOS ENERGY CORPORATION  
BANDWIDTH INC.  
BLOOM SERVICES LLC  
BOARDMAN FIRE EXTINGUISHER CO INC  
BOROUGH OF CLARKS SUMMIT  
BOSTON FIRE EXTINGUISHER CO INC  
BRISCOE PROTECTIVE LLC  
BUEHLER MOVING AND STORAGE CO  
CHARTER COMMUNICATIONS  
CINTAS CORPORATION NO. 2  
CITY OF PERTH AMBOY  
CITY OF SULLIVAN (CIVIC CENTER)  
CITY OF TEMPE POLICE DEPARTMENT  
CITY OF VINELAND - FIRE  
CLEARFIELD MUNICIPAL AUTHORITY

COGENT COMMUNICATIONS, LLC  
COLOGIX  
COLONIAL RECORD STORAGE  
COMCAST  
COMMONWEALTH EDISON COMPANY  
CON EDISON CO OF NEW YORK  
CORNING NATURAL GAS CORP  
COX COMMUNICATIONS ARIZONA, LLC  
DATA STRUCTION  
DIALPAD INC.  
EARTHWORKS LANDSCAPE & DESIGN  
INC  
ELIZABETHTOWN GAS COMPANY  
EMERGENT POWER SOLUTIONS LLC  
ENTERGY UTILITY HOLDING COMPANY,  
LLC  
FIRE PROTECTION PRODUCTS  
FIRE PROTECTION SERVICE  
CORPORATION  
FIRSTENERGY CORP  
FLORIDA POWER AND LIGHT  
FRANKLIN TOWNSHIP SUPERVISORS  
FRONTIER COMMUNICATIONS  
G&G PROPERTY MAINTENANCE  
GROUNDSYSTEMS, INC  
IMWOTH LLC  
INFOSHRED LLC  
INTERNATIONAL TELCOM, LLC  
IRIS GROUP HOLDINGS LLC  
IRON MOUNTAIN  
IRON MOUNTAIN INCORPORATED  
JEMPS MANAGEMENT  
JOHN'S REFUSE & RECYCLING, LLC

LEVEL 3 COMMUNICATIONS LLC  
LONG ISLAND LIGHTING CO  
LOWITT ALARMS SECURITY SYSTEM  
LS REMOLENG LLC  
MARMIC FIRE AND SAFETY CO INC  
MASERGY COMMUNICATIONS, INC.  
MONONGAHELA POWER CO  
MOUNTAINEER GAS COMPANY  
NATIONAL GRID  
NEPTUNE FIRE DISTRICT #1  
NEW JERSEY-AMERICAN WATER  
COMPANY  
NIAGARA MOHAWK POWER  
CORPORATION  
NJR HOME SERVICES COMPANY  
NORTH CENTRAL SIGHT SERVICES INC  
NYSEG  
ON SITE CONFIDENTIAL SHREDDING  
JJMR LLC  
PACKETFABRIC INC  
PALISADE PLAZA WEST LLC  
PECO ENERGY COMPANY  
PENNSYLVANIA AMERICAN WATER  
COMPANY  
PENNSYLVANIA ELECTRIC COMPANY  
PJSJ ENTERPRISES INC  
PPL ELECTRIC UTILITIES CORPORATION  
PSE&G CO  
REPUBLIC SERVICES, INC.  
ROCHESTER GAS AND ELECTRIC CORP  
ROMAN SENTRY SECURITY SYSTEMS,  
INC.  
RUMPKE OF OHIO, INC.  
SAFT LTD  
SANGOMA US INC.

SECURITAS TECHNOLOGY  
CORPORATION  
SECURITY RESOURCES INC  
SERVICE LOGIC STRATEGIC SERVICES,  
LLC  
SOME LIKE IT GREEN LLC  
SOUTH JERSEY GAS  
STERICYCLE INC  
SUMMIT FIRE & SECURITY LLC  
TEXAS GAS SERVICE  
THE ADT SECURITY CORPORATION  
(INACTIVE)  
THE CONNECTICUT LIGHT AND POWER  
CO  
THE SHREDDING SOURCE  
THE SOUTHERN CONNECTICUT GAS  
COMPANY  
THE UNITED ILLUMINATING COMPANY  
T-MOBILE USA INC  
TITANIUM SECURITY & SURVEILLANCE  
LLC  
TOWN OF NORTH ATTLEBOROUGH  
TOWNSHIP OF PARSIPPANY  
UGI UTILITIES INC  
VEOLIA WATER NEW JERSEY INC  
VERIZON COMMUNICATIONS INC.  
VINELAND MUNICIPAL UTILITIES  
VITAL RECORDS HOLDINGS LLC  
WHITE PALMS FIRE EQUIPMENT INC  
WIGGINS SHREDDING, INC  
WINDSTREAM  
WM CORPORATE SERVICES, INC.  
YALL RITE LLC DBA GREENLEAF  
RECYCLING

**19. UNITED STATES BANKRUPTCY JUDGES FOR THE SOUTHERN DISTRICT OF TEXAS (AND KEY STAFF MEMBERS)**

AARON JACKSON  
AKEITA HOUSE  
ANA CASTRO  
JEANNIE CHAVEZ  
JUDGE ALFREDO R. PEREZ  
JUDGE CHRISTOPHER M. LOPEZ  
JUDGE EDUARDO V. RODRIGUEZ  
JUDGE JEFFREY P. NORMAN

JUDGE MARVIN ISGUR  
ROSARIO SALDANA  
SHANNON HOLDEN  
SIERRA THOMAS-ANDERSON  
TRACY CONRAD  
TYLER LAWS  
YESENIA LILA  
NATHAN OCHSNER

**20. UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF TEXAS (AND KEY STAFF MEMBERS)**

ALETHEA CALUZA  
ALICIA BARCOMB  
ALINA SAMKO-YU  
ANDREW JIMENEZ  
CHRISTOPHER R. TRAVIS  
CHRISTY SIMMONS  
GLENN OTTO  
GWEN SMITH  
HA NGUYEN  
HECTOR DURAN  
IVETTE GERHARD

JANA WHITWORTH  
JAYSON B. RUFF  
KEVIN M. EPSTEIN  
LINDA MOTTON  
MILLIE APONTE SALL  
RAJALAKSHMI KRISHNAN  
SAMANTHA CHILTON  
SUSAN B. HERSH  
VIANEY GARZA  
YASMINE RIVERA

**21. EMPLOYEE INSURANCE PROGRAM ADMINISTRATORS**

AMERICAN SPECIALTY HEALTH  
INCORPORATED  
AUTOMATIC DATA PROCESSING, INC.  
BIND BENEFITS, INC. D/B/A SUREST  
CBIZ, INC.  
COMPSYCH EMPLOYEE ASSISTANCE  
PROGRAMS, INC.  
ESIS, INC.  
HEALTHSMART HOLDINGS INC.  
IMAGINE HEALTH, INC.  
METLIFE, INC.

OPTUM BANK, INC.  
OPTUMRX, INC.  
PARTNERS DIRECT HEALTH LLC  
THE CIGNA GROUP  
TRUDATARX, INC.  
UNITEDHEALTH GROUP  
VERACITY BENEFITS, LLC  
VOYA FINANCIAL, INC.  
WELLFLEET INSURANCE COMPANY  
WEX INC.

**22. COMPETITORS**

ACCESSCARE  
ALIVI HEALTH  
CALL THE CALL

MEDIDRIVE  
MTM, INC.  
RIDE2MD

**23. ADVERSE PARTIES IN LITIGATION, ADMINISTRATIVE PROCEEDINGS, AND OTHER LEGAL OR REGULATORY MATTERS**

LAW OFFICES OF DAVID M. GASPARI,  
P.A.<sup>3</sup>  
PENNSYLVANIA HUMAN RELATIONS  
COMMISSION  
ADRIENNE REED  
ALEXA MORALES  
ALEXIS JONES  
AMERICAN GROUND TRANSPORTATION  
ANDREA HINSON DEANGELO DAVIS

ANGEL PEREZ  
ARTHUR OWENS  
ASANTA S. BUXTON  
BRANDY CURTIS  
BRENT JOHNSON  
BRITTNEE HARRIS  
CAMECISE METELLUS  
CARLA WILLIAMS  
CHEREDA IVORY

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<sup>3</sup> Law firm names appear where an adverse plaintiff's name has been anonymized in court filings.



CHRISTOPHER SMITH  
CLEMMIE WILLIAMS  
COOLYN TURNER  
CYNTHIA BREECE  
DALE FITZ  
DANNY EVANS  
DARYL STOKES  
DAVID PULSIFER  
DAVID T. PATTERSON  
DEBBIE MARIE HOWARD  
DEBRA BURDEN  
DEBRA CHABERT  
DEBRA JONES  
DENISE AVALOS  
DENZELL CARSWELL  
DEXTER SIAS  
DIANA CLAUDIO  
DIANNA GUINYARD  
DINESH KALERA  
DOMINICK VITI  
DONNA MAE TOTTY  
DOUGLAS SELBY  
EASTER LYONS  
EDWIN BARROSO-PEREZ  
ELAINE BOWDOIN  
ELIZABETH HERNANDEZ HERRERA  
ELLEN PILLEY  
ELLEN REYES  
FATIMA ZHINDON  
FRANCES DOUGLAS  
GABRIELLA ARCENA DE LOS SANTOS  
GERALDINE NIXON FORD  
GERALDINE ORR  
GWENDOLYN MOBLEY  
HEATHER SWICK  
HELEN D. WALKER  
HOPE SADLER  
IDA WILLIAMS  
INSTANT TRANSPORTATION LLC  
JACQUELINE SISTRUNK  
JAMES A. BATES  
JAMES OLIVER STEPHENS  
JAMES PEREZ  
JAYESON HENRY  
JEFFREY HARRIS  
JESSIE LOVE  
JHOVANNA PARKER  
JIMMY SMITH  
JORGE FURCOY  
KAREN WALTERS  
KENYATTA GODWIN

LEA'CIMMONE BRIGGS  
LEWIS HAGAR  
LEWIS S. GLASS  
LINDA GANT  
MAE ROBERTSON  
MARIA J. CAMACHO PINEDA  
MARIANN SCHROEDER  
MARQUIS HINES  
MARTHE PAUL  
MARTIN LUQUE  
MARYANN ORTEGA  
MICHAEL MAVROVITIS  
MODEST KELTRICK  
MOIRA SANDROCK  
NHI NGU  
NICHOLAS GARZA  
NILSA TORRES  
NORMAN FISHBEIN  
ORLANDO CLARK  
QADRIYYAH HILL  
RACHEL CORBETT  
RAPHAEL CRAWFORD  
READING METRO, LLC  
ROBERT KLEBETZ  
ROBERT L. FREIDMAN  
ROBERT SMITH  
ROBERTA GWIN  
RODRICK HACKWORTH  
RONALD HINES  
RONNIE HUNT  
RUTH OLIVER  
RYAN MARTIN  
SADIE DONNELL  
SADIE DONNELL CHRISTOPHER SMITH  
SALLY TRIANO  
SANDRA PADILLA HERNANDEZ  
SANTA GUERRERO  
SEINI IKA  
SENIORCARE EMERGENCY MEDICAL  
SERVICES, INC.  
SHABANA HAFIZ  
SHAUNTALAY MCCLENDON  
SHAWN MEADOWS  
SHOOSHANIK CHARKHCHIAN  
SONYA ROSS  
STACIE ROGERS  
SUFUNDA SAMUEL  
SUZANNE BETTS  
SUZIE PLUMAJ  
TERENCE WHITE  
TERRENCE CORA

THERESA HENRY  
THERESA LYONS  
TINA HAGER  
TRINIDAD DE LA CRUZ  
VEDA ROBERSON  
VINCENT STALEY  
WILLARD MCCLAM  
WILLIE CROMARTIE  
ZANE WHITFIELD

NEW YORK STATE OFFICE OF MEDICAID  
INSPECTOR GENERAL  
ANNETTE L. JENKINES  
AUDREY JOHNSON  
DAVID M. BEACH  
DEBORAH SLAUGHTER  
JUSTIN T. BAMBERG

GEORGIA INSURERS INSOLVENCY POOL  
GERMANTOWN CAB  
JOAN NEWMAN  
KAITLYN CLEMONS  
BRITTANY HANLEY  
LEWIS HAGAR  
MARIE LONGUEFOSSE  
MARITIKA USA LLC  
STATE OF NEW JERSEY DEPARTMENT OF  
LABOR AND WORKFORCE  
DEVELOPMENT  
SARAH CAR CARE, INC.  
SHINICQUA WILLIAMS  
SONIA BURGOS  
MARK K. STROBEL  
YVETTE PROPHETE  
ZAYDA STENGER

#### **24. GOVERNMENT AUTHORITIES AND TAX COLLECTORS**

ABINGTON MUNICIPAL TAX COLLECTOR  
ABINGTON TOWNSHIP TAX OFFICE  
ALABAMA DEPARTMENT OF REVENUE  
ALBEMARLE COUNTY TAX COLLECTOR  
ALEXANDRIA FINANCE DEPARTMENT  
ALIEF ISD TAX OFFICE  
AMERICAN FINANCIAL CREDIT  
SERVICES, INC.  
AMESBURY MUNICIPAL TAX  
COLLECTOR  
ANSONIA CITY TAX COLLECTOR  
ARIZONA DEPARTMENT OF REVENUE  
ARKANSAS DEPARTMENT OF FINANCE  
AND ADMINISTRATION  
ARKANSAS DEPT. OF FINANCE AND  
ADMINISTRATION  
ASOTIN COUNTY TAX COLLECTOR  
ATTLEBORO MUNICIPAL TAX  
COLLECTOR  
BEAUFORT COUNTY TREASURER  
BELL COUNTY  
BENTON COUNTY TAX COLLECTOR  
BERKHEIMER TAX ADMINISTRATOR  
BERKS COUNTY TAX COLLECTION  
COMMITTEE  
BERLIN MUNICIPAL TAX COLLECTOR  
BERNALILLO COUNTY TAX COLLECTOR  
BEXAR COUNTY TAX ASSESSOR-  
COLLECTOR  
BOSSIER PARISH SHERIFF  
BOSTON ASSESSING DEPARTMENT

BOURNE MUNICIPAL TAX COLLECTOR  
BRAINTREE MUNICIPAL TAX  
COLLECTOR  
BRANFORD TOWN TAX COLLECTOR  
BRAZORIA COUNTY TAX OFFICE  
BRAZOS COUNTY TAX OFFICE  
BRIDGEPORT CITY TAX COLLECTOR  
BRISTOL CITY TAX COLLECTOR  
BROCKTON MUNICIPAL TAX  
COLLECTOR  
BROOKFIELD TOWN TAX COLLECTOR  
BRUNSWICK COUNTY TAX COLLECTOR  
BURLINGTON MUNICIPAL TAX  
COLLECTOR  
BURNET COUNTY TAX ASSESSOR-  
COLLECTOR  
CALIFORNIA DEPARTMENT OF TAX AND  
FEE ADMINISTRATION (CDTFA)  
CALIFORNIA FRANCHISE TAX BOARD  
CAMERON COUNTY TAX ASSESSOR-  
COLLECTOR  
CANTON TOWN TAX COLLECTOR  
CHELAN COUNTY TAX COLLECTOR  
CHESAPEAKE CITY TAX COLLECTOR  
CHESHIRE TOWN TAX COLLECTOR  
CHESTERFIELD COUNTY TAX  
COLLECTOR  
CITY OF HOLYOKE TAX COLLECTOR  
CITY OF MCALLEN  
CITY OF NORTH HAVEN TAX  
COLLECTOR

CITY OF SAVANNAH, GEORGIA  
CITY OF WORCESTER TAX COLLECTOR  
CLALLAM COUNTY TAX COLLECTOR  
CLARK COUNTY TREASURER'S OFFICE  
CLINTON TOWN TAX COLLECTOR  
COLCHESTER TOWN TAX COLLECTOR  
COLLIN COUNTY TAX ASSESSOR-  
COLLECTOR  
COLONIAL HEIGHTS CITY TAX  
COLLECTOR  
COLORADO DEPARTMENT OF REVENUE  
COMAL COUNTY TAX ASSESSOR-  
COLLECTOR  
COMPTROLLER OF MARYLAND,  
REVENUE ADMINISTRATION DIVISION  
CONNECTICUT DEPARTMENT OF  
REVENUE SERVICES  
CONTRA COSTA COUNTY TAX  
COLLECTOR  
COWLITZ COUNTY TAX COLLECTOR  
CROMWELL TOWN TAX COLLECTOR  
CULPEPER TOWN TAX COLLECTOR  
CYPRESS-FAIRBANKS ISD TAX  
ASSESSOR-COLLECTOR  
D.C. OFFICE OF TAX AND REVENUE  
DALLAS COUNTY TAX ASSESSOR-  
COLLECTOR  
DANBURY CITY TAX COLLECTOR  
DANVILLE CITY TAX COLLECTOR  
DARTMOUTH MUNICIPAL TAX  
COLLECTOR  
DELAWARE DEPARTMENT OF FINANCE  
DELAWARE DIVISION OF  
CORPORATIONS  
DELAWARE DIVISION OF  
CORPORATIONS (DEPT OF REVENUE)  
DENTON COUNTY TAX ASSESSOR-  
COLLECTOR  
DENVER TREASURY DIVISION  
DESOTO COUNTY TAX COLLECTOR  
DISTRICT OF COLUMBIA OFFICE OF TAX  
AND REVENUE  
DONA ANA COUNTY TAX COLLECTOR  
DOUGLAS COUNTY TAX COMMISSIONER  
EAST HAMPTON TOWN TAX COLLECTOR  
EAST HAVEN TOWN TAX COLLECTOR  
EAST LYME TOWN TAX COLLECTOR  
ECTOR COUNTY TAX ASSESSOR-  
COLLECTOR  
EL PASO COUNTY TAX ASSESSOR-  
COLLECTOR

ELLIS COUNTY TAX OFFICE  
ERATH COUNTY TAX ASSESSOR-  
COLLECTOR  
FAIRFIELD TOWN TAX COLLECTOR  
FAIRHAVEN MUNICIPAL TAX  
COLLECTOR  
FIRST COLONY L.I.D  
FLORENCE COUNTY TREASURER'S  
OFFICE  
FLORIDA DEPARTMENT OF REVENUE  
FLUVANNA COUNTY TAX COLLECTOR  
FORREST COUNTY TAX COLLECTOR  
FRAMINGHAM MUNICIPAL TAX  
COLLECTOR  
FRANKLIN COUNTY TAX COLLECTOR  
FREDERICK COUNTY TAX COLLECTOR  
FREDERICKSBURG CITY TAX  
COLLECTOR  
FREETOWN MUNICIPAL TAX  
COLLECTOR  
GALVESTON COUNTY TAX OFFICE  
GEORGETOWN COUNTY TREASURER  
GEORGIA DEPARTMENT OF REVENUE  
GLASTONBURY TOWN TAX COLLECTOR  
GLOUCESTER COUNTY TAX COLLECTOR  
GRANBY TOWN TAX COLLECTOR  
GRANT COUNTY TREASURER'S OFFICE  
GRAYS HARBOR COUNTY TAX  
COLLECTOR  
GROTON TOWN TAX COLLECTOR  
HAMPTON CITY TAX COLLECTOR  
HANOVER COUNTY TREASURER  
HARRIS COUNTY TAX ASSESSOR-  
COLLECTOR  
HARRISON COUNTY TAX COLLECTOR  
HARTFORD CITY TAX COLLECTOR  
HARWICH MUNICIPAL TAX COLLECTOR  
HAWAII DEPARTMENT OF TAXATION  
HAYS COUNTY TAX ASSESSOR-  
COLLECTOR  
HENRICO COUNTY TAX COLLECTOR  
HIDALGO COUNTY TAX ASSESSOR-  
COLLECTOR  
HINDS COUNTY TAX COLLECTOR  
HOLYOKE MUNICIPAL TAX COLLECTOR  
HOPEWELL CITY TAX COLLECTOR  
HUMBLE ISD TAX OFFICE  
IDAHO STATE TAX COMMISSION  
ILLINOIS DEPARTMENT OF REVENUE  
INDIANA DEPARTMENT OF REVENUE  
IOWA DEPARTMENT OF REVENUE

ISLAND COUNTY TAX COLLECTOR  
ISLE OF WIGHT COUNTY TAX  
COLLECTOR  
JAMES CITY COUNTY TAX COLLECTOR  
JEFFERSON COUNTY TAX ASSESSOR-  
COLLECTOR  
JOHNSTON COUNTY TAX OFFICE  
JOHNSTON COUNTY TREASURER  
KANSAS DEPARTMENT OF HEALTH AND  
ENVIRONMENT  
KANSAS DEPARTMENT OF REVENUE  
KENTUCKY DEPARTMENT OF REVENUE  
KING COUNTY TAX COLLECTOR  
KITSAP COUNTY TAX COLLECTOR  
LACLEDE COUNTY TAX COLLECTOR  
LAMAR COUNTY TAX COLLECTOR  
LAREDO ISD TAX OFFICE  
LAUDERDALE COUNTY TAX COLLECTOR  
LEE COUNTY TAX COLLECTOR  
LEFLORE COUNTY ASSESSOR  
LOS ANGELES COUNTY TAX COLLECTOR  
LOUDOUN COUNTY TAX COLLECTOR  
LOUISIANA DEPARTMENT OF REVENUE  
LUBBOCK COUNTY TAX ASSESSOR-  
COLLECTOR  
LYNCHBURG CITY TAX COLLECTOR  
MADISON TOWN TAX COLLECTOR  
MAINE REVENUE SERVICES  
MANATEE COUNTY TAX COLLECTOR  
MANCHESTER TOWN TAX COLLECTOR  
MARICOPA COUNTY TREASURER  
MARIN COUNTY TAX COLLECTOR  
MARYLAND COMPTROLLER OF THE  
TREASURY  
MARYLAND DEPT OF ASSESSMENTS &  
TAXATION  
MASON COUNTY TREASURER  
MASSACHUSETTS DEPARTMENT OF  
REVENUE  
MERIDEN CITY TAX COLLECTOR  
MICHIGAN DEPARTMENT OF TREASURY  
MIDDLETOWN CITY TAX COLLECTOR  
MILFORD CITY TAX COLLECTOR  
MILFORD MUNICIPAL TAX COLLECTOR  
MINNESOTA DEPARTMENT OF REVENUE  
MISSISSIPPI DEPARTMENT OF REVENUE  
MISSOURI DEPARTMENT OF REVENUE  
MODIOHEALTH, INC.  
MONROE TOWN TAX COLLECTOR  
MONTANA DEPARTMENT OF REVENUE

MONTGOMERY COUNTY TAX ASSESSOR-  
COLLECTOR  
NAUGATUCK CITY TAX COLLECTOR  
NEBRASKA DEPARTMENT OF REVENUE  
NEW BRITAIN CITY TAX COLLECTOR  
NEW FAIRFIELD TOWN TAX COLLECTOR  
NEW HAMPSHIRE DEPARTMENT OF  
REVENUE ADMINISTRATION  
NEW HAVEN CITY TAX COLLECTOR  
NEW JERSEY DEPARTMENT OF THE  
TREASURY  
NEW JERSEY DIVISION OF TAXATION  
NEW MEXICO DEPARTMENT OF  
TRANSPORTATION  
NEW MEXICO PUBLIC REGULATION  
COMMISSION  
NEW MEXICO TAXATION AND REVENUE  
DEPARTMENT  
NEW MILFORD TOWN TAX COLLECTOR  
NEW YORK CITY DEPARTMENT OF  
FINANCE  
NEW YORK STATE DEPARTMENT OF  
TAXATION AND FINANCE  
NEWINGTON TOWN TAX COLLECTOR  
NEWPORT NEWS CITY TAX COLLECTOR  
NEWTON MUNICIPAL TAX COLLECTOR  
NEWTOWN TOWN TAX COLLECTOR  
NORFOLK CITY TAX COLLECTOR  
NORTH ADAMS MUNICIPAL TAX  
COLLECTOR  
NORTH ANDOVER MUNICIPAL TAX  
COLLECTOR  
NORTH BRANFORD TOWN TAX  
COLLECTOR  
NORTH CAROLINA DEPARTMENT OF  
REVENUE  
NORTH HAVEN TOWN TAX COLLECTOR  
NORTHBOROUGH MUNICIPAL TAX  
COLLECTOR  
NORTON CITY TAX COLLECTOR  
NORWALK CITY TAX COLLECTOR  
NORWICH CITY TAX COLLECTOR  
NUECES COUNTY TAX ASSESSOR-  
COLLECTOR  
OAK PARK CITY TREASURER (OAKLAND)  
OFFICE OF LONG-TERM LIVING  
OHIO DEPARTMENT OF TAXATION  
OKANOGAN COUNTY TAX COLLECTOR  
OKLAHOMA TAX COMMISSION  
OLD SAYBROOK TOWN TAX COLLECTOR  
ONslow COUNTY TAX COLLECTOR

ORANGE COUNTY TAX COLLECTOR  
ORANGE TOWN TAX COLLECTOR  
OREGON DEPARTMENT OF REVENUE  
ORLEANS MUNICIPAL TAX COLLECTOR  
PARKER COUNTY APPRAISAL DISTRICT  
PENNSYLVANIA DEPARTMENT OF  
REVENUE  
PETERSBURG, VIRGINIA, COMMISSIONER  
OF THE REVENUE  
PIERCE COUNTY TAX COLLECTOR  
PIMA COUNTY TREASURER  
PITTSFIELD MUNICIPAL TAX  
COLLECTOR  
POQUOSON CITY TAX COLLECTOR  
PORTSMOUTH CITY TAX COLLECTOR  
POTTER COUNTY TAX ASSESSOR-  
COLLECTOR  
POTTSVILLE CITY HALL  
PUTNAM TOWN TAX COLLECTOR  
RANKIN COUNTY TAX COLLECTOR  
REEVES COUNTY APPRAISAL DISTRICT  
RHODE ISLAND DIVISION OF TAXATION  
RICHMOND CITY TAX COLLECTOR  
RIDGEFIELD TOWN TAX COLLECTOR  
ROANOKE CITY TAX COLLECTOR  
ROCKY HILL TOWN TAX COLLECTOR  
RUTHERFORD COUNTY TAX COLLECTOR  
SAN DIEGO COUNTY TAX COLLECTOR  
SAN MATEO COUNTY TAX COLLECTOR  
SANDWICH MUNICIPAL TAX  
COLLECTOR  
SAULT SAINTE MARIE CITY TREASURER  
(CHIPPEWA)  
SEYMOUR TOWN TAX COLLECTOR  
SHELBY COUNTY OCCUPATIONAL  
LICENSE FEE OFFICE  
SHELTON CITY TAX COLLECTOR  
SIMSBURY TOWN TAX COLLECTOR  
SOLANO COUNTY TREASURY  
SOUTH CAROLINA  
SOUTH CAROLINA DEPARTMENT OF  
REVENUE  
SOUTHBURY TOWN TAX COLLECTOR  
SOUTHINGTON TOWN TAX COLLECTOR  
SPOKANE COUNTY TAX COLLECTOR  
SPOTSYLVANIA COUNTY TAX  
COLLECTOR  
SPRING ISD TAX OFFICE  
SPRINGFIELD CITY TAX COLLECTOR  
STAFFORD COUNTY TAX COLLECTOR  
STAMFORD CITY TAX COLLECTOR

STANISLAUS COUNTY TREASURER-TAX  
COLLECTOR  
STRATFORD TOWN TAX COLLECTOR  
SWAMPSCOTT MUNICIPAL TAX  
COLLECTOR  
TARRANT COUNTY TAX ASSESSOR-  
COLLECTOR  
TAYLOR COUNTY TAX COLLECTOR  
TENNESSEE DEPARTMENT OF REVENUE  
TEXAS COMPTROLLER OF PUBLIC  
ACCOUNTS  
TEXAS CONTROLLER OF PUBLIC  
ACCOUNTS  
TEXAS DEPARTMENT OF LICENSING  
AND REGULATION  
THE AGENCY FOR HEALTH CARE  
ADMINISTRATION  
THURSTON COUNTY TAX COLLECTOR  
TOM GREEN COUNTY APPRAISAL  
DISTRICT  
TOMBALL ISD TAX OFFICE  
TORRINGTON CITY TAX COLLECTOR  
TOWN OF BRATTLEBORO  
TOWNSHIP OF NEPTUNE NEW JERSEY  
TRAVIS COUNTY TAX ASSESSOR-  
COLLECTOR  
TREASURER-STATE OF NEW JERSEY  
TRUMBULL TOWN TAX COLLECTOR  
U.S. DEPARTMENT OF THE TREASURY  
UTAH STATE TAX COMMISSION  
VERMONT DEPARTMENT OF TAXES  
VERNON TOWN TAX COLLECTOR  
VIRGINIA DEPARTMENT OF TAXATION  
WALLA WALLA COUNTY TAX  
COLLECTOR  
WALLINGFORD TOWN TAX COLLECTOR  
WARREN COUNTY TAX COLLECTOR  
WASHINGTON DEPARTMENT OF  
REVENUE  
WATER VALLEY CITY TAX COLLECTOR  
WATERBURY CITY TAX COLLECTOR  
WATERFORD TOWN TAX COLLECTOR  
WATERTOWN TOWN TAX COLLECTOR  
WEBB COUNTY TAX ASSESSOR-  
COLLECTOR  
WEST HAVEN CITY TAX COLLECTOR  
WEST VIRGINIA STATE TAX  
DEPARTMENT  
WESTPORT TOWN TAX COLLECTOR  
WETHERSFIELD TOWN TAX COLLECTOR  
WHATCOM COUNTY TAX COLLECTOR

WICHITA COUNTY TAX ASSESSOR-  
COLLECTOR  
WILLIAMSON COUNTY TRUSTEE'S  
OFFICE  
WILSON COUNTY TRUSTEE  
WILTON TOWN TAX COLLECTOR  
WINCHESTER TOWN TAX COLLECTOR  
WINDHAM TOWN TAX COLLECTOR  
WINDSOR TOWN TAX COLLECTOR

WINTERVILLE CITY TAX COLLECTOR  
WISCONSIN DEPARTMENT OF REVENUE  
WOBBURN MUNICIPAL TAX COLLECTOR  
WOLCOTT TOWN TAX COLLECTOR  
YAKIMA COUNTY TAX COLLECTOR  
YALOBUSHA COUNTY TAX COLLECTOR  
YORK COUNTY TAX COLLECTOR

## **25. NOTICE OF APPEARANCE FILERS**

SAN JACINTO COMMUNITY COLLEGE  
DISTRICT  
CITY OF HOUSTON  
ALIEF INDEPENDENT SCHOOL DISTRICT  
HUMBLE INDEPENDENT SCHOOL  
DISTRICT  
KLEIN INDEPENDENT SCHOOL DISTRICT  
LA PORTE INDEPENDENT SCHOOL  
DISTRICT  
PASADENA INDEPENDENT SCHOOL  
DISTRICT  
SPRING INDEPENDENT SCHOOL  
DISTRICT  
SPRING BRANCH INDEPENDENT SCHOOL  
DISTRICT  
TOMBALL INDEPENDENT SCHOOL  
DISTRICT  
BROWNSVILLE INDEPENDENT SCHOOL  
DISTRICT  
FRISCO INDEPENDENT SCHOOL  
DISTRICT  
PLANO INDEPENDENT SCHOOL DISTRICT  
CITY OF FRISCO, TEXAS  
GREGG COUNTY, TEXAS  
TOM GREEN COUNTY, TEXAS CENTRAL  
APPRAISAL DISTRICT  
NAVARO COUNTY, TEXAS  
GRAYSON COUNTY, TEXAS  
SMITH COUNTY, TEXAS  
STEPHENSVILLE INDEPENDENT SCHOOL  
DISTRICT  
LEWISVILLE INDEPENDENT SCHOOL  
DISTRICT  
ALLEN INDEPENDENT SCHOOL DISTRICT  
ELLIS COUNTY, TEXAS  
CITY OF STEPHENVILLE, TEXAS  
PARKER CENTRAL APPRAISAL DISTRICT

VIRGINIA DEPARTMENT OF MEDICAL  
ASSISTANCE SERVICES  
ECTOR, TEXAS CENTRAL APPRAISAL  
DISTRICT  
RANDALL COUNTY, TEXAS TAXING  
DISTRICT  
POTTER COUNTY, TEXAS TAXING  
DIRECT  
CHILDRESS COUNTY, TEXAS APPRAISAL  
DISTRICT  
GRAY COUNTY, TEXAS COUNTY  
HALEY COUNTY, TEXAS APPRAISAL  
DISTRICT  
HUTCHISON COUNTY TEXAS TAX  
OFFICE  
OCHILTREE COUNTY, APPRAISAL  
DISTRICT  
BAILEY CENTRAL APPRAISAL DISTRICT  
LUBBOCK CENTRAL APPRAISAL  
DISTRICT  
MIDLAND COUNTY, TEXAS  
SCURRY COUNTY, TEXAS TAX OFFICRE  
BEXAR COUNTY, TEXAS  
CITY OF EL PASO, TEXAS  
HARRIS COUNTY, TEXAS  
KEYSTONE QUALITY TRANSPORT  
GALVESTON COUNTY, TEXAS  
HOUSTON COMMUNITY COLLEGE  
SYSTEM  
FORT BEND COUNTY, TEXAS  
TEXAS CITY, TEXAS INDEPENDENT  
SCHOOL DISTRICT  
LONE STAR COLLEGE SYSTEM  
CYPRESS-FAIRBANKS INDEPENDENT  
SCHOOL DISTICT  
JEFFERSON COUNTY, TEXAS  
MONTGOMERY COUNTY, TEXAS



KATY, INDEPENDENT SCHOOL DISTRICT  
TARRANT COUNTY, TEXAS  
DALLAS COUNTY, TEXAS  
WICHITA COUNTY, TEXAS  
CENTRAL APPRAISAL DISTRICT OF  
TAYLOR COUNTY  
REEVES COUNTY TAX DISTRICT  
HAYS COUNTY, TEXAS  
DENTON COUNTY, TEXAS  
COMAL COUNTY, TEXAS  
BRAZOS COUNTY, TEXAS  
BURNET CENTRAL APPRAISAL DISTRICT  
AUTOMOTIVE RENTALS, INC.  
ARI FLEET LT  
NUECES COUNTY, TEXAS  
CAMERON COUNTY, TEXAS  
HIDALGO COUNTY, TEXAS  
MCCLENNAN COUNTY, TEXAS  
HAYS TEXAS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
SAN MARCOS CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT

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

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

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF  
CRESA, LLC AS REAL ESTATE CONSULTANT AND ADVISOR TO THE DEBTORS  
AND DEBTORS IN POSSESSION AS OF THE PETITION DATE**

[Relates to Docket No.   ]

Upon the application (the “*Application*”)<sup>2</sup> of the Debtors for entry of an order (this “*Order*”) authorizing the retention and employment of Cresa, LLC (“*Cresa*”) as their real estate consultant and advisor in accordance with the terms and conditions set forth the Services Agreement; and the Court having reviewed the Application and the Gregg Declaration; and the Court having jurisdiction to consider the Application 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 Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is

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<sup>1</sup> 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 the Chapter 11 Cases is 6900 E. Layton Avenue, Suite 1100 & 1200, Denver, Colorado 80237.

<sup>2</sup> Capitalized terms not otherwise defined herein have the definitions ascribed to them in the Application.

necessary; and it appearing that Cresa does not hold or represent any interest materially adverse to the Debtors' estates and is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code; and upon the record herein; and after due deliberation thereon; and the Court having determined that there is good and sufficient cause for the relief granted in this Order, it is hereby

**ORDERED THAT:**

1. The Debtors are authorized, pursuant to sections 327(a), 328(a), and 330 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016, to employ and retain Cresa as their real estate advisors, effective as of the Petition Date, on the terms and conditions set forth in the Services Agreement as modified by this Order.

2. Cresa's compensation, expense reimbursement, and Indemnification Provision, as set forth in the Services Agreement, and all as modified herein, are approved pursuant to section 328(a) of the Bankruptcy Code and Cresa shall not be required to maintain or provide detailed time records for the services provided pursuant to the Services Agreement or conform to any schedule of hourly rates.

3. Notwithstanding any provision to the contrary in the Application, the Services Agreement, or this Order, the Office of the United States Trustee for the Southern District of Texas (the "*U.S. Trustee*") shall have the right to object to Cresa's request(s) for compensation based on any ground, including the reasonableness standard provided in section 330 of the Bankruptcy Code. This Order and the record relating to the Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of Cresa's fees and expenses. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of Cresa's fees and expenses.

4. With respect to fees and expense reimbursements for all services, including additional services, rendered by Cresa and as authorized by this Order in the Chapter 11 Cases, Cresa shall be compensated and reimbursed in accordance with, and will file fee statements and interim and final fee applications pursuant to, the applicable procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and further orders of this Court.

5. In the event that Cresa provides any additional services requested by the Debtors that are not otherwise specifically provided for in the Services Agreement, the Debtors will file a notice of such proposed additional services with the Court and serve such amendment(s) upon the U.S. Trustee, counsel to the Creditors' Committee, and any party requesting notice under Bankruptcy Rule 2002. If no party in interest objects within ten (10) days of such new amendment(s) being filed, Cresa will be authorized to engage in such additional services as of the effective date of such amendment(s). All additional services shall be subject to the provisions of this Order.

6. Cresa shall disclose any and all facts that may have a bearing on whether Cresa, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest in the Chapter 11 Cases, including by filing supplemental declarations when necessary. The obligation to disclose identified in this paragraph shall be a continuing obligation.

7. With respect to controversies or claims arising out of or in any way related to the Services in the Services Agreement, notwithstanding any arbitration, dispute resolution, or exclusive jurisdiction provisions contained in the Services Agreement, any disputes arising under the Services Agreement shall be heard in this Court during the pendency of the Chapter 11 Cases.

8. The Indemnification Provision and related provisions set forth in the Services Agreement are approved, subject during the pendency of the Chapter 11 Cases to the following:

- a. The indemnified parties shall not be entitled to indemnification, contribution, or reimbursement for services other than those described in the Services Agreement and the Application, unless such services and indemnification therefor are approved by the Court after notice and hearing;
- b. The Debtors shall have no obligation to indemnify any indemnified party, or provide contribution or reimbursement to any indemnified party, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from such indemnified party's gross negligence, fraud, breach of fiduciary duty (if any), bad faith, or willful misconduct; or (ii) for a contractual dispute in which the Debtors allege the breach of such indemnified party's contractual obligations, unless the Court determines that indemnification, contribution, or reimbursement would be permissible; 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 the indemnified parties should not receive indemnity, contribution, or reimbursement under the terms of indemnified party's retention by the Debtors pursuant to the terms of the Services Agreement, as modified by this Order; and
- c. If, before the earlier of: (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Cases, any indemnified party 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 Services Agreement (as modified by this Order) and the Application, including without limitation the advancement of defense costs, such indemnified party must file an application therefor in this Court, and the Debtors may not pay any such amounts to such indemnified party before the entry of an order by this 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 indemnified parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify any indemnified party. All parties in interest shall retain the right to object to any demand by any indemnified party for indemnification, contribution, or reimbursement.

9. In the event that, during the pendency of the Chapter 11 Cases, Cresa seeks compensation and reimbursement for any attorneys' fees and expenses, the invoices and

supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be included in Cresa's fee applications and such invoices and time records shall be in compliance with the Bankruptcy Local Rules and subject to approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

10. Cresa shall provide ten (10) business days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee before any changes or increases in the compensation set forth in the Application or the Services Agreement are implemented. 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 may review any rate increase pursuant to section 330 of the Bankruptcy Code.

11. Cresa shall use reasonable efforts, and coordinate with the Debtors and their other retained professionals, not to duplicate any of the services provided to the Debtors by any of their other retained professionals.

12. To the extent there is inconsistency between the terms of the Services Agreement, the Application, the Gregg Declaration, and this Order, the terms of this Order shall govern.

13. Notice of the Application as provided therein is deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the local rules of this Court are satisfied by such notice.

14. This Order is immediately effective and enforceable upon its entry.

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



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

Signed: \_\_\_\_\_

\_\_\_\_\_  
ALFREDO R PÉREZ  
UNITED STATES BANKRUPTCY JUDGE