

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

In re:	)	
	)	Chapter 11
AMBIPAR EMERGENCY RESPONSE,	)	
	)	Case No. 25-90524 (ARP)
Debtor. <sup>1</sup>	)	
	)	

**DEBTOR'S AMENDED<sup>2</sup> APPLICATION FOR ORDER AUTHORIZING  
THE RETENTION AND EMPLOYMENT OF QUINN EMANUEL  
URQUHART & SULLIVAN, LLP AS COUNSEL TO THE INDEPENDENT  
SPECIAL COMMITTEE OF THE BOARD OF DIRECTORS OF THE DEBTOR**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THE INITIAL APPLICATION WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.**

**REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.**

Ambipar Emergency Response, the above-captioned debtor and debtor in possession (the “Debtor”) respectfully submits this Amended Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as counsel to the Independent Special

---

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 0263. The Debtor’s address is 2346 Avenida Angelica, 5th Floor, São Paulo, SP, 01228-200, Brazil.

<sup>2</sup> This amended Application corrects an inadvertant misuse of a defined term in Paragraphs 6 and 10 of that certain *Application for Order Authorizing the Retention and Employment of Quinn Emanuel Urquhart & Sullivan, LLP as counsel to the Independent Special Committee of the Board of Directors of the Debtor* [Docket No. 46] (the “Initial Application”). The Initial Application erroneously stated that Quinn Emanuel was engaged to execute an independent investigation of potential claims and causes of action that the “Company” (defined as Ambipar Participações e Empreendimentos S.A. and its subsidiaries) may have against certain related parties. This Application is corrected to state that the investigation is of potential claims and causes of action that the “Debtor” (defined as Ambipar Emergency Response) may have. No corresponding changes are needed to the Mack Declaration or the Finestone Declaration.



259052425120900000000001

Committee of the Board of Directors of the Debtor (the “Application”) pursuant to sections 327(a), 328(a), and 330 of title 11 of the United States Code, rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”), and paragraph 47 of the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (the “Complex Case Procedures”). In support of this Application, the Debtor submits the Declaration of David Mack (the “Mack Declaration”), attached to the Initial Application as Exhibit A and the Declaration of Benjamin Finestone (the “Finestone Declaration”), attached to the Initial Application as Exhibit B.

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (O). Venue of the Debtor’s chapter 11 case is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The relief requested in this Application is sought pursuant to 11 U.S.C. §§ 105, 327(a), 328(a), 503, 507, and 1107(a).

### **BACKGROUND**

3. The Debtor is a subsidiary of Ambipar Participações e Empreendimentos S.A. (“Ambipar Topco,” together with its direct and indirect subsidiaries, “Ambipar” or the “Company”). Founded in 1995, Ambipar is now a multinational global leader in recycling, waste management, and emergency response. Ambipar Topco is a Brazilian-domiciled public company, with shares currently listed on the B3 stock exchange in São Paulo, Brazil under the ticker symbol “AMBP3.”

4. The Debtor is a Cayman Island exempted company with limited liability. It is a holding company with no material operating assets. The Debtor is a public company, and its Class A common shares were listed on the NYSE American stock exchange in New York under the

ticker symbol “AMBI.” The listing of the Class A common shares has been suspended and the shares are in the process of being delisted from the NYSE.

5. On October 20, 2025 (the “Petition Date”), the Debtor filed a voluntary petition under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Southern District of Texas. Additional factual background information regarding the Debtor, its business operations, its capital and debt structures, and the events leading to the filing of the Debtor’s chapter 11 case, is set forth in the Amended Declaration of Thiago da Costa Silva in Support of Chapter 11 Petition (the “First Day Declaration”) (ECF No. 15).

6. On November 3, 2025, Quinn Emanuel was retained by David Mack, the Independent Director and Member of the Independent Special Committee, as counsel to represent the Independent Special Committee of the Board of Directors of Ambipar Emergency Response (the “Committee”) in connection with (i) identifying and evaluating, all matters in which a conflict of interest exists or is reasonably likely to exist between Ambipar Emergency Response and certain related parties and (ii) an independent investigation of potential claims and causes of action that the Debtor may have against certain related parties.<sup>3</sup>

### **RELIEF REQUESTED**

7. By this Application, and pursuant to sections 327(a), 328(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, Local Rules 2014-1 and 2016-1, and paragraph 47 of the Complex Case Procedures, the Debtor requests entry of an order approving the employment and retention of Quinn Emanuel as its counsel to represent the Independent

---

<sup>3</sup> The executed engagement letter (the “Engagement Letter”) dated November 3, 2025, between David Mack and Robert A. Zink of Quinn Emanuel, is attached to the Finestone Declaration as **Exhibit 1**.

Special Committee of the Board of Directors of Ambipar Emergency Response effective as of November 3, 2025.

### **SCOPE OF SERVICES**

8. The Committee seeks to retain Quinn Emanuel because of Quinn Emanuel's recognized expertise and extensive experience and knowledge in practicing before bankruptcy courts in large and complex chapter 11 cases. Quinn Emanuel will act at the sole direction of the Committee.

9. Quinn Emanuel and its partners have been retained by debtors as counsel or special counsel in bankruptcy cases across the nation, including: *In re ModivCare Inc.*, Case No. 25-90309 (Bankr. S.D. Tex. Oct. 20, 2025) (ARP), *In re Bittrex, Inc.*, Case No. 23-10597 (Bankr. D. Del. May 8, 2023) (BLS), *In re FTX Trading Ltd.*, Case No. 22-11068 (Bankr. D. Del. Nov. 11, 2022) (JTD), *In re Voyager Digital Holdings, Inc.*, Case No. 22-10943 (Bankr. S.D.N.Y. July 5, 2022) (MEW), ), *In re Garrett Motion Inc.*, Case No. 20-12212 (Bankr. S.D.N.Y. Sept. 20, 2020) (MEW), *In re Ultra Petroleum Corp.*, Case No. 20-32631 (Bankr. S.D. Tex. May 14, 2020) (MI), *In re Avianca Holdings S.A.*, Case No. 20-11133 (Bankr. S.D.N.Y. May 10, 2020) (MG), *In re Alta Mesa Resources, Inc.*, Case No. 20-30218 (Bankr. S.D. Tex. Jan. 12, 2020) (MI), *In re Sanchez Energy Corp.*, No. 19-34508 (Bankr. S.D. Tex. Aug. 11, 2019) (MI), *In re Ditech Holding Corporation*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019) (JLG), *In re Toys "R" Us, Inc.*, Case No. 17-34665 (Bankr. E.D. Va. Sept. 18, 2017) (KLP), *In re China Fishery Group Limited (Cayman)*, Case No. 16-11895 (Bankr. S.D.N.Y. June 30, 2016) (JLG), *In re Peabody Energy Corporation*, Case No. 16-42529 (Bankr. E.D. Mo. Apr. 13, 2016) (BSS), *In re Buffets, Inc.*, Case No. 16-50557 (Bankr. W.D. Tex. Mar. 7, 2016) (RBK), *In re Alpha Natural Resources, Inc.*, Case No. 15-33896 (Bankr. E.D. Va. Aug. 3, 2015) (KRH), *In re RS Legacy Corpwroation f/k/a RadioShack Corporation*, Case No. 15-10197 (Bankr. D. Del. Feb. 5, 2015) (BLS), *In re FAH*

*Liquidating Corporation f/k/a Fisker Automotive Holdings, Inc.*, Case No. 13-13087 (Bankr. D. Del. Nov. 22, 2013) (BLS), *In re Velo Holdings Inc.*, Case No. 12-11384 (Bankr. S.D.N.Y. Apr. 2, 2012) (MG), *In re New Stream Secured Capital Inc.*, Case No. 11-10753 (Bankr. D. Del. Mar. 13, 2011) (MFW), *In re Motors Liquidation Company, f/k/a General Motors Corporation*, Case No. 09-50026 (Bankr. S.D.N.Y. June 1, 2009) (MG), *In re Nortel Networks, Inc.*, Case No. 09-10138 (Bankr. D. Del. Jan. 14, 2009) (MW), *In re Lehman Brothers Holdings, Inc.*, Case No. 08-13555 (Bankr. S.D.N.Y. Sept. 15, 2008) (MG), *In re SemGroup, L.P.*, Case No. 08-11525 (Bankr. D. Del. July 22, 2008) (BLS), *In re American Home Mortgage Holdings, Inc.*, Case No. 07-11047 (Bankr. D. Del. Aug. 6, 2007) (CSS), *In re Refco Inc.*, Case No. 05-60006 (Bankr. S.D.N.Y. Oct. 17, 2005) (RDD), *In re DPH Holdings Corporation*, Case No. 05-44481 (Bankr. S.D.N.Y. Oct. 8, 2005) (RDD), *In re Tower Automotive, Inc.*, Case No. 05-10578 (Bankr. S.D.N.Y. Feb. 2, 2005) (ALG), *In re RCN Corporation*, Case No. 04-13638 (Bankr. S.D.N.Y. May 27, 2004) (RDD), *In re Mirant Corporation*, Case No. 03-46590 (Bankr. N.D. Tex. July 14, 2003) (DML), *In re Adelphia Communications Corporation*, Case No. 02-41729 (Bankr. S.D.N.Y. June 25, 2002) (SHL), *In re Enron Creditors Recovery Corporation*, Case No. 01-16034 (Bankr. S.D.N.Y. Dec. 2, 2001) (ALG), *In re Safety-Kleen Corporation*, Case No. 00-02303 (Bankr. D. Del. June 9, 2000) (PJW) and *Fruit of the Loom, Inc.*, Case No. 99-4497 (Bankr. D. Del. Dec. 29, 1999) (PJW), and in the Title III bankruptcy proceedings of the *Commonwealth of Puerto Rico* and *COFINA*.

10. Pursuant to the Engagement Letter, Quinn Emanuel has been engaged specifically to (i) identify and evaluate, all matters in which a conflict of interest exists or is reasonably likely to exist between Ambipar Emergency Response and certain related parties and (ii) execute an independent investigation of potential claims and causes of action that the Debtor may have against

certain related parties. Quinn Emanuel anticipates its representation will conclude when a plan of reorganization is confirmed or for any of the reasons stated in the Engagement Letter.

11. Pursuant to separate retention applications filed with this Court, the Debtor is seeking to retain Simpson Thatcher & Bartlett LLP (“STB”) as general bankruptcy counsel to the Debtor to conduct the chapter 11 case. Further, the Debtor is seeking retention of Gray Reed (“Gray Reed”) as its Texas co-counsel. Quinn Emanuel will use best efforts to ensure the services rendered to the Committee are not be duplicative of work performed by STB, Gray Reed, or any other law firm retained by the Debtor and instead will be limited to the Committee’s investigation.

### **COMPENSATION**

12. Quinn Emanuel agrees to serve as counsel and to receive compensation on an hourly basis, plus reimbursement of the actual and necessary expenses that it incurs, subject to the approval of this Court, in compliance with sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and/or any other orders of the Court. Quinn Emanuel will also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013 (the “U.S. Trustee Guidelines”), both in connection with this Application and any applications for compensation and reimbursement of expenses to be filed by Quinn Emanuel in this chapter 11 case.

13. Quinn Emanuel’s fees are determined based on time billed at hourly rates. Quinn Emanuel’s hourly rates vary with the experience and seniority of its attorneys and paralegals, and are adjusted from time to time. Work is assigned among attorneys and other professionals so as to meet the Committee’s needs, including timing requirements, in an economically efficient manner. Quinn Emanuel has not varied from, or agreed to any alternatives to, its standard or

customary billing arrangements for this engagement. Quinn Emanuel's current hourly rates are set forth in the Finestone Declaration.

14. Expenses related to Quinn Emanuel's services will be included in the monthly fee statements and quarterly fee applications and may include third-party disbursements, such as messenger charges, filing and recording fees, and other costs. Quinn Emanuel intends to bill such expenses at cost. Certain other expenses, such as photocopying, computerized research, and long-distance tolls, will be billed in accordance with Quinn Emanuel's standard schedule of charges.

15. Quinn Emanuel's customary fees and expenses incurred in connection with this representation are to be paid out of the Debtor's estate. Quinn Emanuel will apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Complex Case Procedures, and any other applicable procedures and orders of the Court.

16. As described in the Mack Declaration, the Committee has reviewed and approved Quinn Emanuel's standard rate structure and determined that it is appropriate and comparable to (a) the rates that Quinn Emanuel charges for non-bankruptcy representations or (b) the rates of other comparably skilled professionals.

17. In accordance with section 504 of the Bankruptcy Code, Quinn Emanuel has neither shared nor agreed to share (a) any compensation or reimbursement it has received or may receive with another person, other than the partners and associates associated with Quinn Emanuel or (b) any compensation or reimbursement another person has received or may receive.

18. Prior to any increases in Quinn Emanuel's hourly rates, Quinn Emanuel shall file a notice of rate increase with the Court and provide ten business days' notice to the Debtor, the U.S. Trustee, and the Creditors' Committee (if one is appointed), which notice shall explain the basis

for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtor has consented to such rate increases.<sup>4</sup>

19. Quinn Emanuel will not charge a markup to the Debtor with respect to the fees billed by contract attorneys who are hired by Quinn Emanuel to provide services to the Debtor or the Committee and shall ensure that any such contract attorneys are subject to conflict checks and disclosures in accordance with the requirements of the Bankruptcy Code and Bankruptcy Rules.

#### **QUINN EMANUEL'S DISINTEREST**

20. To the best of the Debtor's knowledge, and except as otherwise disclosed in the Finestone Declaration, the partners, counsel, and associates of Quinn Emanuel (a) do not have any connection with the Debtor, its affiliates, its creditors, any other party in interest, the U.S. Trustee, or any person employed in the office of the same, or any judge in the United States Bankruptcy Court for the Southern District of Texas or any person employed in the offices of the same; (b) are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; and (c) do not hold or represent any interest adverse to the Debtor's estate. The Debtor will utilize its bankruptcy counsel, STB and Gray Reed

---

<sup>4</sup> Associate rates at Quinn Emanuel are based on years out of law school, so annually on September 1, such rates move up to the next higher-class rate on the Firm's rate schedule. These "class graduation" adjustments are not considered rate increases.



& McGraw LLP, as necessary, or retain separate conflicts counsel if no other retained firms are available for a particular matter.

**BASIS FOR RELIEF**

21. The Debtor seeks the retention and employment of Quinn Emanuel as their co-counsel pursuant to 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).

22. Bankruptcy Rule 2014(a) 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.

23. The Debtor submits that for all the reasons stated above and in the Mack Declaration and the Finestone Declaration, the retention and employment of Quinn Emanuel is necessary and in the best interest of the Debtor, its estate, and its creditors, and should be approved. Further, as stated in the Finestone Declaration, Quinn Emanuel is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and Quinn Emanuel does not hold or represent an interest adverse to the Debtor’s estate and has no connection to the Debtor, its creditors, or other parties in interest.

WHEREFORE, the Debtor respectfully requests that the Court enter an order granting the relief as the Court may deem as just and proper.

Dated: December 9, 2025.

/s/ David Mack  
David Mack  
Independent Director of  
Ambipar Emergency Response

**Certificate of Service**

The undersigned hereby certifies that on the 9th day of December, 2025, he caused a true and correct copy of the foregoing document by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Jason S. Brookner  
Jason S. Brookner