

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

In re:

MODIVCARE INC., *et al.*,

Debtors.<sup>1</sup>

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§

Chapter 11

Case No. 25-90309 (ARP)

(Jointly Administered)

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF QUINN EMANUEL URQUHART &  
SULLIVAN LLP AS COUNSEL TO THE SPECIAL COMMITTEE OF  
THE DEBTORS EFFECTIVE AS OF SEPTEMBER 15, 2025**

**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.**

The above-captioned debtors and debtors in possession (collectively, the “*Debtors*”) respectfully request entry of an order authorizing the Debtors to employ and retain Quinn Emanuel Urquhart & Sullivan LLP (“*Quinn Emanuel*”) effective as of September 15, 2025 (the date of the Engagement Letter (as defined below)). In support of this application (the “*Application*”), the Debtors rely on and incorporate by reference (a) the declaration of Susheel Kirpalani, a partner at Quinn Emanuel, which is attached hereto as **Exhibit A** (the “*Kirpalani Declaration*”), and (b) the declaration of Faisal Khan, General Counsel and Secretary of ModivCare Inc., which is attached

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



hereto as **Exhibit B** (the “*Khan Declaration*”). In further support of the Application, the Debtors respectfully represent as follows:

### **JURISDICTION AND VENUE**

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

2. Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are section 327(a) of title 11 of the United States Code (the “*Bankruptcy Code*”), rules 2014 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*”).

### **BACKGROUND**

4. On August 20, 2025 (the “*Petition Date*”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code with the Court. The Debtors are operating their business and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On September 5, 2025, the Office of the United States Trustee for the Southern District of Texas (the “*U.S. Trustee*”) appointed an official committee of unsecured creditors (the “*Creditors’ Committee*”) (ECF No. 124). No request for the appointment of a trustee or an examiner has been made in the Chapter 11 Cases.

5. Additional information regarding the Debtors, including their business operations, their capital and debt structures, and the events leading up to filing of the Chapter 11 Cases, is set

forth in detail in the *Declaration of Chad J. Shandler in Support of Debtors' Chapter 11 Petitions and First Day Relief*, filed on the Petition Date (ECF No. 14) (the “**First Day Declaration**”).

6. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

### **RELIEF REQUESTED**

7. The Debtors seek entry of an order (the “**Order**”) authorizing the employment and retention of Quinn Emanuel as counsel to the special committee of ModivCare (which consists solely of, and is under the direction of, Daniel B. Silvers (the “**Independent Director**”)) effective as of September 15, 2025, in accordance with and pursuant to the terms and conditions of that certain engagement letter dated September 15, 2025 (the “**Engagement Letter**”) between Quinn Emanuel, the Debtors, and the Independent Director, a copy of which is attached as **Exhibit 1** to the Kirpalani Declaration and incorporated herein by reference.

### **QUINN EMANUEL’S QUALIFICATIONS**

8. The Debtors seek to retain Quinn Emanuel because of Quinn Emanuel’s recognized expertise and extensive experience and knowledge practicing before bankruptcy courts in large and complex chapter 11 cases and because of Quinn Emanuel’s extensive experience working with members of special committees and/or independent board members.

9. Quinn Emanuel and its partners have represented numerous special committees and independent directors in bankruptcy matters, including: (a) Altera Infrastructure, L.P., Case No. 22-90130, filed in the Southern District of Texas; (b) Cano Health, Inc., Case No. 24-10164, filed in the District of Delaware; (c) J.C. Penney Company, Inc., Case No. 20-20182, filed in the Southern District of Texas; and (d) Chinos Holdings, Inc., Case No. 20-32189, filed in the Eastern District of Virginia. Accordingly, the Debtors believe that Quinn Emanuel is both well-qualified and uniquely able to represent the Independent Director in the Chapter 11 Cases and that such

representation is critical to the Debtors' efforts to successfully identify any potential causes of action and reorganize while maximizing value for their estates.

10. Since being retained, the Debtors and Quinn Emanuel have investigated the circumstances leading up to the Debtors' entry into that certain Restructuring Support Agreement dated as of August 20, 2025, the Debtors' prior conduct with the parties thereto, the Debtors' proposed chapter 11 reorganization, and other legal issues that may arise in the context of the Chapter 11 Cases.

### **SERVICES TO BE PROVIDED**

11. The Debtors desire to employ Quinn Emanuel under a general retainer because of, among other reasons, the nature of the legal services that may be required in connection with the Chapter 11 Cases. However, consistent with the Engagement Letter, the Debtors and the Independent Director principally expect Quinn Emanuel to investigate and identify any potential causes of action belonging to the Debtors' estate (including those that are contemplated to be released under the Debtors' proposed chapter 11 plan) and to advise and assist the Independent Director with respect to any actions taken or proposed to be taken by the Debtors in relation to such actions.

12. More specifically, Quinn Emanuel will provide the following services to the Independent Director:

- (a) Identify, investigate, and evaluate any and all colorable, potentially viable, and timely claims and causes of action that may be held by or otherwise belong to the Debtors, whether in a direct or derivative capacity and whether asserted or not at present, including but not limited to any such claims against current or former directors, officers, shareholders, insiders, affiliates, lenders, and other third parties (the "***Independent Investigation***");

- (b) Review, discuss, consider, negotiate, approve, and authorize the pursuit, settlement, assignment, and/or release of any claim or causes of action that may be held by or otherwise belong to the Debtors, if the Special Committee, in its business judgment has determined that such action is in the best interests of the Debtors; and
- (c) Present all material determinations, findings, conclusions and recommendations associated with the Special Committee's investigation to the board of directors of the Debtors, in the form deemed appropriate by the Special Committee in consultation with its third-party advisors, and make such advisors available to the board of directors of the Debtors for its questions regarding such determinations, findings, conclusions and recommendations.

13. Prior to the filing of this Application, the Debtors filed applications to retain Latham & Watkins (“**Latham**”) and Hunton Andrews Kurth LLP (“**Hunton**”) as bankruptcy co-counsel. *See* ECF Nos. 338 and 339, respectively. Because Latham, Hunton, and Quinn Emanuel will have well-defined and distinct roles, each counsel will not duplicate the services the other provides to the Debtors or the Independent Director. Quinn Emanuel will coordinate with Latham and Hunton, and any other counsel the Debtors retain in the Chapter 11 Cases, to ensure that the legal services each firm provides to the Debtors or the Special Committee are not duplicative.

14. As disclosed in paragraph 30 of the Declaration of George Klidonas (the “Klidonas Declaration”) (ECF No. 338), Quinn Emanuel understands that Latham formerly represented JPM (as defined therein) in their role as the former administrative agent under the First Lien Credit Agreement (as defined therein). Because Latham was previously counsel to JPM, Quinn Emanuel understands that the Independent Director preferred to have separate counsel to investigate the validity of liens held by the Lenders and Secured Parties (as defined therein) and any potential estate causes of action against the Lenders and Secured Parties. Though Quinn Emanuel and Latham could have divided the Independent Investigation between each other, Quinn Emanuel understands that the Independent Director preferred to have one single counsel (Quinn Emanuel)

conduct the entire Independent Investigation, as it would be more efficient and minimize duplication of work, time, and efforts.

15. The Debtors also have filed or intend to file applications to employ other professionals. Quinn Emanuel has advised the Special Committee that it intends to carefully monitor the efforts of these other retained professionals and coordinate with such professionals to clearly delineate their respective duties in order to prevent duplication of effort whenever possible. The efficient coordination of the efforts of the Debtors' attorneys and other professionals will greatly add to the effective administration of the Chapter 11 Cases.

### **PROFESSIONAL COMPENSATION**

16. Quinn Emanuel operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors. Quinn Emanuel's hourly rates are designed to compensate Quinn Emanuel fairly for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses.

17. Quinn Emanuel's current hourly rates are set forth in the Kirpalani Declaration. Hourly rates vary with the experience and seniority of the individuals assigned and are subject to periodic adjustments to reflect economic and other conditions.<sup>2</sup> Except as may otherwise be set forth in the Kirpalani Declaration, Quinn Emanuel did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement, and none of

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<sup>2</sup> Quinn Emanuel increases the hourly billing rate of attorneys and paraprofessionals in the form of (a) step increases historically awarded in the ordinary course of business on the basis of advancing seniority and promotion and (b) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines (as defined below)). As set forth in the Order, Quinn Emanuel will provide ten business-days' notice to the Debtors, the U.S. Trustee, and the Creditors' Committee before implementing any periodic increases, and will file any such notice with the Court.

the Quinn Emanuel professionals included in this engagement will vary his or her rate based on the geographic location of the Chapter 11 Cases.

18. As described in the Retention Declaration, the Debtors have 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.

19. Consistent with the Engagement Letter and Quinn Emanuel's policy with respect to its other clients, Quinn Emanuel will continue to charge the Debtors for all services provided and for other charges and disbursements incurred in the rendition of services. It is Quinn Emanuel's policy to charge its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Quinn Emanuel's policy to charge its clients only the amount actually incurred by Quinn Emanuel in connection with such items.

20. During the Chapter 11 Cases, Quinn Emanuel will apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in the Chapter 11 Cases in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders entered in the Chapter 11 Cases governing professional compensation and reimbursement for services rendered and charges and disbursements incurred. Such applications will constitute a request for interim payment against Quinn Emanuel's reasonable fees and expenses to be determined at the conclusion of the Chapter 11 Cases.

21. 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.

### **COMPENSATION FROM THE DEBTORS**

22. The Special Committee desires to employ and compensate Quinn Emanuel with reasonable fees to be determined by the Court. No compensation will be paid to Quinn Emanuel except upon compliance with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of this Court. Quinn Emanuel has received no promise of payment other than as set forth herein. The Debtors will be exclusively responsible for paying Quinn Emanuel's Court-approved fees, and neither the Special Committee nor the Independent Director (or their representatives) will have any such responsibility.

### **QUINN EMANUEL'S DISINTERESTEDNESS**

23. To the best of the Debtors' knowledge, and except as otherwise disclosed in the Kirpalani Declaration, the partners, counsel, and associates of Quinn Emanuel (a) do not have any connection with any of the Debtors, their affiliates, their 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 Debtors' estates. The Debtors will utilize Latham, Hunton, and/or Quinn Emanuel, as necessary, or retain separate conflicts counsel if no other retained firms are available for a particular matter.



24. As disclosed in the Kirpalani Declaration, Quinn Emanuel has in the past represented, currently represents, and likely in the future will represent, certain parties in interest in the Chapter 11 Cases. Except as set forth in the Kirpalani Declaration, all such representations are or were in connection with matters wholly unrelated to the Debtors and the Chapter 11 Cases. Pursuant to section 327(c) of the Bankruptcy Code, Quinn Emanuel is not disqualified from acting as the Debtors' co-counsel merely because it has represented or currently represents certain parties in interest in matters unrelated to the Chapter 11 Cases.

25. The Debtors and the Special Committee understand that Quinn Emanuel will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in the Chapter 11 Cases and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a) to disclose any material developments regarding the Debtors or any other pertinent relationships that come to Quinn Emanuel's attention.

#### **BASIS FOR RELIEF**

26. The Debtors seek 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).

27. 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.

28. The Debtors submit that for all the reasons stated above and in the Khan Declaration and the Kirpalani Declaration, the retention and employment of Quinn Emanuel is necessary and in the best interest of the Debtors, their estates, and their creditors and should be approved. Further, as stated in the Kirpalani 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 Debtors' estates and has no connection to the Debtors, their creditors, or other parties in interest.

### **NOTICE**

29. Notice of this 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>.

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

Dated: September 25, 2025

/s/ Faisal Khan

Name: Faisal Khan

Title: General Counsel & Secretary

**CERTIFICATE OF SERVICE**

I certify that on September 25, 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/ Susheel Kirpalani

Susheel Kirpalani

**Exhibit A**

**Kirpalani Declaration**

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

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

**DECLARATION OF SUSHEEL KIRPALANI IN SUPPORT OF THE  
APPLICATION OF DEBTORS FOR AUTHORITY TO  
RETAIN AND EMPLOY QUINN EMANUEL URQUHART & SULLIVAN, LLP  
AS ATTORNEYS EFFECTIVE AS OF SEPTEMBER 15, 2025**

Pursuant to 28 U.S.C. § 1746, I, Susheel Kirpalani, hereby declare as follows:

1. My name is Susheel Kirpalani. I am over the age of 18 years. I am competent to make this declaration and I have personal knowledge of the facts stated herein. Each and every statement contained herein is true and correct.

2. I am a partner of the firm Quinn Emanuel Urquhart & Sullivan, LLP (“***Quinn Emanuel***” or the “***Firm***”), an international law firm with offices in 15 U.S. cities and 20 international cities, including offices at 295 5th Avenue, 9th Floor New York, New York 10016 and 700 Louisiana, Suite 3900, Houston, Texas 77002. Quinn Emanuel’s main telephone number is 212.849.7000. I submit this declaration (this “***Declaration***”) in connection with the *Debtors’ Application for Entry of an Order Authorizing the Employment and Retention of Quinn Emanuel Urquhart & Sullivan LLP as Counsel to the Special Committee of the Debtors Effective as of*

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

September 15, 2025 (the “**Application**”), submitted concurrently herewith by the Debtors in theses Chapter 11 Cases, as debtors and debtors in possession (collectively, the “**Debtors**”), at Quinn Emanuel’s normal hourly rates and in accordance with Quinn Emanuel’s normal reimbursement policies, in compliance with sections 327(a), 328(a), 329, and 504 of title 11 of the United States Code (the “**Bankruptcy Code**”), and to provide the disclosures required under rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and rules 2014-1 and 2016-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the “**Local Rules**”).

3. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon Quinn Emanuel’s completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

4. Neither I nor any partner, of counsel, or associate of the Firm represents any entity other than the Special Committee in connection with these Chapter 11 Cases. In addition, except as set forth herein below, to the best of my knowledge, after due inquiry, neither I nor any partner, of counsel, or associate of the Firm represents any party in interest in these Chapter 11 Cases in matters related to these Chapter 11 Cases.

#### **QUINN EMANUEL’S DISCLOSURE PROCEDURES**

5. In conjunction with the Debtors’ retention of Quinn Emanuel, I directed a search of Quinn Emanuel’s conflicts system for the entities listed on the attached **Schedule 1** (the “**Potential Parties in Interest**”). The following summarizes the findings gleaned from my review of the

information available on Quinn Emanuel's conflicts system of current clients of Quinn Emanuel and affiliates of current clients of Quinn Emanuel that are also associated with the Debtors.

**a. Current and Former Clients of Quinn Emanuel that are Creditors or Interested Parties of the Debtors**

6. Quinn Emanuel currently represents entities or affiliates of entities that may have direct or individual claims or interests against the Debtors that are listed on the attached *Schedule 2*. In each of these cases, the Firm has a written waiver of conflicts permitting Quinn Emanuel to be adverse to all such entities in unrelated matters, which includes representation of the Debtors in connection with these Chapter 11 Cases. Except as set forth in Schedule 2, Quinn Emanuel does not have a relationship with any other entities interested in these Chapter 11 Cases.

7. Any of the representations listed in Schedule 2 will not impact Quinn Emanuel's ability to fulfill its obligations as bankruptcy counsel to the Special Committee as allowed by 11 U.S.C. § 327(a). Further, based on the searches conducted to date and described herein, to the best of my knowledge, neither Quinn Emanuel nor any partner, of counsel, or associate thereof has any connection with the Office of the United States Trustee or any person employed in the Office of the United States Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Southern District of Texas other than in normal professional connections that Quinn Emanuel has developed as a result of its representations of various parties in interest in unrelated matters before the Court. Accordingly, the Debtors' retention and employment of Quinn Emanuel is not prohibited by Bankruptcy Rule 5002.



8. To the best of my knowledge, upon reasonable inquiry, neither I nor any professional of the Quinn Emanuel team that is providing services to the Debtors as a creditor of the Debtors or the Special Committee.

9. Given the large number of parties in interest in these Chapter 11 Cases and because the information on Schedule 1 may have changed without Quinn Emanuel's knowledge and may change during the pendency of the Debtors' Chapter 11 Cases, Quinn Emanuel is not able conclusively to identify all relationships or potential relationships with all creditors or other parties in interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, Quinn Emanuel will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration as required by Bankruptcy Rule 2014(a).

**b. Quinn Emanuel is Disinterested**

10. Based on the foregoing, insofar as I have been able to ascertain after diligent inquiry, I believe that Quinn Emanuel does not hold or represent an interest adverse to the Debtors' estates in the matters upon which Quinn Emanuel is to be employed and that Quinn Emanuel is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

**QUINN EMANUEL'S RETAINER, RATES, AND BILLING PRACTICES**

11. Quinn Emanuel is not a creditor of the Debtors. Quinn Emanuel waived its retainer fee and is instead complying with normal course bankruptcy practices with respect to fees.

12. Quinn Emanuel intends to charge the Debtors for services rendered in these Chapter 11 Cases at Quinn Emanuel's normal hourly rates in effect at the time the services are rendered. Quinn Emanuel will charge customary hourly rates for the professionals assigned to this matter, subject to change from time to time, as reflected in Quinn Emanuel's engagement letter, the standard billing rates of the attorneys whom we anticipate assigning to this matter currently range

from \$2,700 (partner) to \$1,035 (first-year associate). A copy of Quinn Emanuel's engagement letter which discloses this range is attached hereto as **Exhibit 1**.

13. Quinn Emanuel also intends to seek reimbursement for expenses incurred in connection with its representation of the Debtors in accordance with Quinn Emanuel's normal reimbursement policies, subject to any modifications to such policies that Quinn Emanuel may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the U.S. Trustee 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 "*Fee Guidelines*").

14. Quinn Emanuel's disbursement policies pass through all out-of-pocket expenses at actual cost or an estimated actual cost when the actual cost is difficult to determine. For example, with respect to duplication charges, Quinn Emanuel will charge \$.10 per printed black and white page and \$.25 per color page. Other reimbursable expenses (whether the service is performed by Quinn Emanuel in-house or through a third-party vendor) include, but are not limited to facsimiles, deliveries, court costs, transcript fees, travel fees, and clerk fees.

15. No promises have been received by Quinn Emanuel or any partner, counsel, or associate of Quinn Emanuel, as to payment or compensation in connection with these Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Fee Guidelines. Furthermore, Quinn Emanuel has no agreement with any other entity to share compensation received by Quinn Emanuel or by such entity.

16. The Application requests approval of Quinn Emanuel's retention on rates, terms, and conditions, consistent with that Quinn Emanuel charges non-chapter 11 debtors, namely, prompt payment of Quinn Emanuel's hourly rates, as adjusted from time to time, and

reimbursement of out-of-pocket disbursements at cost or based on formulas that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Quinn Emanuel intends to apply for the allowance of compensation for professional services rendered in these Chapter 11 Cases and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders approved by the Court.

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.

#### **NO DUPLICATION OF SERVICES**

18. I understand that the Debtors will retain various other restructuring professionals in these Chapter 11 Cases. I also understand that the Debtors may also file further applications to employ additional counsel in the Chapter 11 Cases for particular purposes. The Debtors, the Special Committee, Quinn Emanuel, and other restructuring professionals have fully discussed Quinn Emanuel's role in these Chapter 11 Cases so as to avoid the duplication of work. Quinn Emanuel agrees to make reasonable efforts to avoid duplication of services by any other professionals employed by the Debtors.

#### **ATTORNEY STATEMENT PURSUANT TO FEE GUIDELINES**

19. The following is provided in response to the request for additional information set forth in Appendix B, Paragraph D.1 of the Fee Guidelines.

Question: Did the Firm agree to any variations from, or alternatives to, the Firm's standard billing arrangements for this engagement?

Answer: No.

Question: Do any of the Firm's professionals in this engagement vary their rate based on the geographical location of the Debtors' Chapter 11 Case?

Answer: No. The hourly rates used by Quinn Emanuel in representing the Special Committee are consistent with the rates that the Firm charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If the Firm has represented the Debtors in the 12 months pre-petition, disclose the Firm's billing rates and material financial terms for the pre-petition engagement, including any adjustments during the 12 months pre-petition. If the Firm's billing rates and material financial terms have changed post-petition, explain the difference and the reasons for the difference.

Answer: Quinn Emanuel was not retained pre-petition.

Question: Have the Debtors approved Quinn Emanuel's budget and staffing plan, and if so, for what budget period?

Answer: The Debtors have not requested a budget and/or staffing plan from Quinn Emanuel.

20. The foregoing constitutes the statement of Quinn Emanuel pursuant to sections 327(a), 328(a), 329, and 504 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 25th day of September, 2025.

/s/ Susheel Kirpalani

Susheel Kirpalani

**SCHEDULE 1**

**MASTER LIST OF POTENTIAL PARTIES IN INTEREST<sup>1</sup>**

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<sup>1</sup> This list (and the categories contained herein) are for purposes of a conflicts check only and should not be relied upon by any party as a list of creditors or for any other purpose. Latham has attempted to remove duplicate entries where possible. Accordingly, a party that otherwise would fall under multiple categories is likely to be listed under only one category. Additionally, certain of the Debtors' debt obligations or equity interests may be held by more than one affiliated entity within the same financial institution. Where the affiliation of such entities is obvious based on their names, only one entity is included herein.

# **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

**5. DEBTORS' ORDINARY COURSE PROFESSIONALS**

ANYBILL  
BRADLEY ARANT BOULT CUMMINGS LLP  
CAPITAL IMPACT GROUP LLC  
ERNST & YOUNG US LLP  
GIBSON, DUNN & CRUTCHER LLP  
KELLEY CONSULTING  
KPMG LLP  
LITTLER MENDELSON PC  
M J SIMON & COMPANY LLC

NIXON PEABODY LLP  
POL SINELLI PC  
PRICEWATERHOUSE COOPERS LLP  
RODEFER MOSS & CO PLLC  
STATE EMPLOYEES' CREDIT UNION  
STEVENS & LEE P.C.  
WILLCOX SAVAGE CONSULTING LLC  
WILLOUGHBY HUMPHREY & D'ANTONI PA

**6. PROFESSIONALS FOR OTHER MAJOR STAKEHOLDERS**

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

**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  
BIRCH GROVE CAPITAL  
BNP PARIBAS S.A.  
BRIGADE CAPITAL MANAGEENT  
CHILMARK PARTNERS, LLC  
CIBC BANK USA  
COMERICA BANK  
DE 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.  
JUPITER ASSET MANAGEMENT  
KEYBANK, NATIONAL ASSOCIATION  
MADISON AVENUE INTERNATIONAL LP

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<sup>2</sup> For purposes of this list, major equity holders are considered to be persons or entities who hold in excess of 5% of the Debtors' equity securities. To the extent the identities of such holders are later revealed through other avenues, such as periodic securities filings, this list will be updated to reflect the names of such holders.



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 HOUSER 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 ASSET MANAGEMENT  
BLACKROCK  
STATE STREET  
OLIVE STREET INVESTMENT ADVISERS

GRACE PARTNERS OF DUPAGE  
CANADIAN IMPERIAL BANK  
AMERIPRISE FINANCIAL  
POLEN CAPITAL 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	MEDICAL XPRESS NON EMERGENCY
AMERICAN GROUND TRANSPORTATION	TRANSPORT
AMERICAN MEDICAL RESPONSE WEST	MEDLINK MEDICAL TRANSPORT INC
ARISE VIRTUAL SOLUTIONS INC	METRO ONE AMBULANCE INC
ASSIST MEDICAL SERVICE INC	MONTES DE OCA CORP DBA MK
ASTRA CARE LLC	UNLIMITED
BIG DOG CITY CORPORATION	NEW JERSEY TRANSIT CORP
BIG ISLAND LIMOUSINE INC	ON TIME AMBULANCE INC
C & H COMPANY	P & I TRANSPORTATION INC
CALIFORNIA ACCESS INC	PATTERSON TRANSPORTATION SERVICE
CITY OF SACRAMENTO FIRE DEPARTMENT	LLC
CLX MEDICAL TRANSPORT INC	PAUL D RONALD
COMPASSION CARE SENIOR SERVICES	PONY CARE TRANSPORTATION INC.
COMPLETE MEDICAL TRANSPORT CORP	PRO TRANSPORT-1, LLC
DEPENDACARE TRANSPORTATION LLC	PROCARE MEDICAL TRANSPORTATION
DURICARE INC	CORP
EASTWESTPROTO INC	PULSE MEDICAL TRANSPORTATION
ELITE CARE AMBULANCE INC	QUICK PICK TRANSPORTATION INC.
ETA TRANS INC	RECVUE INC
EXPRESS TRANSPORTATION AGENCY	RESOURCE MANAGEMENT SYSTEMS INC
FASTCARE MEDICAL TRANSPORTATION	RICHMOND CITY TAXI CAB INC
LLC	RIDE PLUS LLC
FREEUS, LLC	ROMED INC
GALAXY AMBULANCE LLC	ROYAL CAB INC
GOLD STAR EMS LLC	ROYAL MEDICAL TRANSPORTATION LLC
GOLDEN STATE MANAGEMENT GROUP INC	ROYAL TRANSPORTATION LLC
GOOD VIBES MEDICAL TRANSPORTATION	SACRAMENTO METROPOLITAN FIRE
LLC	DISTRICT
GOODWILL TRANSPORTATION SERVICES	SAFETY 1ST PARATRANSIT INC
LLC	SAHRAWI INC
HULIN TRANSPORTATION, INC	SALESFORCE.COM INC
IBEX GLOBAL SOLUTIONS	SHIRETOWN SOLUTIONS LLC
INDEPENDENT CAB	SHUTTLE RUIDOSO LLC
INTEGRITY MEDICAL TRANSPORTATION	SKORI INC
CORP	SKY TRANSPORTATION LLC
INTEGRITY MEDICAL TRANSPORTATION	SOUTHEAST TRANSPORTATION
CORP	SERVICES LLC
JOHNSON MEDICAL TRANSPORT LLC	SUNSHINE MEDICAL TRANSPORT LLC
JUDI'S CARRIER SERVICE INC	TEDLA TRANSPORTATION
KIBOIS COMMUNITY ACTION FOUNDATION,	TEPLIS TRAVEL SERVICE
INC	TEXAS MEDICAL TRANSPORTATION
KWPH ENTERPRISES	TOP GUN TRANSIT LLC
L & L TRANSPORTATION LLC	TRANSPORT SOLUTIONS
LALIBELA TRANSPORTATION LLC	TRANSPORT4ELDERS LLC
LUCY TRANSPORTATION INC	TRICARE MEDICAL TRANSPORTATION
LYFT INC	VA TRANSPORT LLC
M & M GROUP INC	VALLEY MEDICAL TRANSPORT LLC
MARE TRANSPORTATION INC	VXI GLOBAL SOLUTIONS LLC
MARVEL MEDICAL TRANSPORT LLC	WORKBOARD INC
MEDEX TRANSPORTATION INC	WORKDAY INC
MEDICAL TRANSPORT SOLUTIONS 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, DIVISON OF  
MEDICAL ASSISTANCE AND HEALTH  
SERVICES  
THE WEST VIRGINIA BUREAU FOR  
MEDICAL SERVICES  
UNITED HEALTH CARE INSURANCE  
COMPANY

### **14. DEBTORS' BANKS**

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

### **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  
 NORTH PARK 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 SAFTEY 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 UTILITES  
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  
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

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



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

#### **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  
 SOUTHLINGTON 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  
WOBURN MUNICIPAL TAX COLLECTOR  
WOLCOTT TOWN TAX COLLECTOR  
YAKIMA COUNTY TAX COLLECTOR  
YALOBUSHA COUNTY TAX COLLECTOR  
YORK COUNTY TAX COLLECTOR

**SCHEDULE 2**

PARTY	RELATIONSHIP
Ace American Insurance Company (Chubb)	Ace Insurance entities are Former Clients
Ace Fire Underwriters Insurance Company (Chubb)	Ace Insurance entities are Former Clients
Ace USA	Ace Insurance entities are Former Clients
ADT US Holdings Inc.	ADT Security entities are Former Clients
AllianceBernstein Holding LP	AllianceBernstein Dynamic Wealth Strategies Portfolio is a Current Client
Allianz Global Risks US Insurance Company	Allianz is a Current Client
American Express aka AmEx	Former Client
Ameriprise Financial Inc.	Current Client
Ankura Trust Company, LLC	Ankura Consulting Group (if related) is a Former Client
Banc of California, Inc.	Current Client
Bank of America, N.A.	Former Client
Barclays Bank PLC	Barclays Entertainment Center is a Former Client
Beach Point Capital Management	Current Client
Berkshire Hathaway Specialty Insurance Company	Former Client
Blackrock	Current Client
Bloomfield Bk, LLC	Bloomfield Investment Resources Corp. (if related) is a Current Client
BLS Asset Management Corp	BLS International FZE is a Former Client
BNP Paribas S.A.	Former Client
Brigade Capital Management	Former Client
Broadridge ICS	“Broadridge” (if related) is a Current Client
Canadian Imperial Bank	National Bank of Canada (if related) is a Former Client
CDW Direct	CDW Corporation (if related) is a Current Client
CIBC Bank USA	Former Client
Con Edison Co of New York	Consolidated Edison Solutions, Inc. is a Former Client
Continental Casualty Company (CNA)	Former Client
D.E. Shaw & Co.	Former Client

PARTY	RELATIONSHIP
Endurance American Insurance Company	SVF Endurance Ltd. (if related) is a Current Client; Endurance Companies (if related) are Former Clients
Endurance American Insurance Company (Sompo)	SVF Endurance Ltd. (if related) is a Current Client; Endurance Companies (if related) are Former Clients; Sompo is a Former Client
Entergy Utility Holding Company, LLC	Current Client
Ernst & Young US LLP	Former Client
Federal Insurance Company	Former Client
Federal Insurance Company (Chubb)	Former Client
Fidelity Investments	Fidelity entities are Current Clients
FirstEnergy Corp.	Current Client
Florida Power and Light Co.	Former Client
FTI Consulting, Inc.	Former Client
Gibson, Dunn & Crutcher LLP	Former Client
Guardian Medical Monitoring, LLC	Various “Guardian” entities (if related) are Former Clients
Hewlett-Packard Financial Services Company	Former Client
HG Vora Capital Management	Current Client
HSBC Bank plc	HSBC entities are Current Clients
HSBC Holdings Plc.	HSBC entities are Current Clients
Huron Group Inc.	Huron Management Inc. (if related) is a Former Client
Imperial Bank of Canada	CIBC aka Canadian Imperial Bank of Commerce (if related) is a Former Client
Iris Group Holdings LLC	Iris International Inc. (if related) is a Former Client
James Watson	James H. Watson Jr. is a Current Client
Jefferies Finance LLC	Jefferies entities are Former Clients
JP Morgan Chase Bank, N.A.	Current Client
Jupiter Fund Management	Jupiter Information Technology Service Inc. (if related) is a Current Client
KeyBank, National Association	Former Client
KPMG LLP	Current Client



PARTY	RELATIONSHIP
Kurtzman Carson Consultants, LLC (dba Verita Global)	Current Client
Landmark American Insurance Company	Landmark Insurance is a Former Client
Latham & Watkins LLP	Former Client
Lazard Freres & Co., LLC	Lazard (if same) is a Current Client
Liberty Surplus Insurance Corporation	Liberty Mutual Insurance (if same) is a Former Client
Life Tech Inc.	Former Client
Lyft Healthcare Inc.	Lyft Inc. (appears related) is a Former Client
Mercury Parent, LLC	Mercury Partners LLC (if related is a Former Client
Moelis & Company	Current Client
Monongahela Power Co.	Current Client
Morgan Stanley	Current Client
National Grid	National Grid Holdings is a Former Client
National Union Fire Insurance Company of Pittsburgh, PA (AIG)	Current Client
Neal Goldman	Former Client
Neuberger Berman Group	Current Client
Orion Consulting	Orion Financial entities (if related are Current Clients
Paul Hastings LLP	Former Client
Peco Energy Company	Current Client
Pennsylvania Electric Company	Current Client
Prometheus Holdco, LLC	Prometheus Labs Ltd., (if related) is a Current Client
Redwood Capital Management	Current Client
Salesforce.com Inc.	Current Client
Scepter Holdings, Inc.	Scepter Resources (if related) is a Former Client
Scottsdale Insurance Company (Propraxis)	Former Client
SSGA Active Trust	Current Client
State Street	Current Client
TCW Asset Management Company	Trust Company of the West aka TCW entities are Former Clients
The ADT Security Corporation (Inactive)	Former Client
The Vanguard Group, Inc.	Current Client
Tracy Conrad	A "Tracy Conrad" is a Firm Vendor
Travelers Casualty and Surety Company of America	Former Client



PARTY	RELATIONSHIP
Uber Health LLC	Uber Technologies (if related) is a Former Client
Veolia Water New Jersey Inc.	Veolia Water is a Former Client
Wells Fargo Bank, N.A.	Current Client
Willcox Savage Consulting LLC	Wilcox & Savage, P.C. is a Firm Vendor
Wilmington Savings Fund Society, FSB	Current Client
Wilmington Trust	Former Client
XL Specialty Insurance Company	Former Client

**quinn emanuel** trial lawyers | new york

51 Madison Avenue, 22nd Floor, New York, New York 10010-1601 | TEL (212) 849-7000 FAX (212) 849-7100

WRITER'S DIRECT DIAL NO.  
(212) 849-7200

WRITER'S EMAIL ADDRESS  
susheelkirpalani@quinnemanuel.com

September 15, 2025

**STRICTLY CONFIDENTIAL -- ATTORNEY-CLIENT**  
**Privileged Material**

Special Committee of the Board of  
ModivCare Inc.  
Attn: Daniel Silvers, Independent Director  
6900 Layton Avenue, Suite 1200  
Denver, Colorado 80237

Re: **Engagement of Independent Counsel**

Dear Mr. Silvers:

We are pleased to confirm the engagement of Quinn Emanuel Urquhart & Sullivan, LLP (“**we**” “**QEU&S**”) to act as special counsel to ModivCare Inc. (“**ModivCare**” or “**you**” or “**Client**”) to render independent services at the sole direction of the special committee of ModivCare (the “**Special Committee**”), consisting of Daniel Silvers (the “**Independent Director**”), in connection with a review of historical transactions and any related services as determined by the Client (the “**Engagement**”). The purpose of this letter is to confirm the terms and conditions upon which QEU&S will provide legal services to Client in connection with the Engagement. We believe that a mutual understanding of these terms and conditions at the outset is fundamental to establishing a good working relationship. By countersignature to this letter, ModivCare Inc. is agreeing to be responsible for all payment obligations hereunder, and the member(s) of the Special Committee shall not be responsible for any such obligations.

***Client***

We have only been engaged for a specified purpose to provide advice to, and to act on behalf of ModivCare, acting through the Special Committee. We do not represent and will not be deemed to have been retained by any of ModivCare’s direct or indirect shareholders and affiliates, including affiliates of ModivCare, or by any of their other respective directors, employees, owners, founders, members, shareholders, subsidiaries or partners, or any other person or entity affiliated with the Client by virtue of the Engagement (hereinafter, the “**Affiliates**,” with ModivCare, the “**Company**”). The Independent Director shall direct our work in this matter on behalf of the Client

**quinn emanuel urquhart & sullivan, llp**

LOS ANGELES | NEW YORK | SAN FRANCISCO | SILICON VALLEY | CHICAGO | WASHINGTON, DC | HOUSTON | SEATTLE | BOSTON  
LONDON | TOKYO | MANNHEIM | HAMBURG | PARIS | MUNICH | SYDNEY | HONG KONG | BRUSSELS | ZURICH | SHANGHAI | PERT

**EXHIBIT**

Exhibit 1 to Kirpalani Declaration

exhibitsticker.com

and shall control any attorney-client, work product or other privilege or protection from disclosure in connection with our representation. The directors or managers of the Affiliates shall not access the work or privileged material of QEU&S, except as permitted by the Independent Director.

### ***Scope of Engagement***

You have engaged QEU&S to represent you in connection with the Engagement. QEU&S's services will be limited to the representation of Client in the Engagement. Our services will not extend to other business, personal or legal affairs of Client, or to any other aspect of Client's activities. Our representation will conclude for any of the reasons stated in the Date of Commencement and Termination of the Engagement section of this letter. QEU&S's receipt or use of confidential or other information from Client or others in the course of this representation does not mean that QEU&S will render any other advice or services either to Client or any other person or entity. Similarly, Client will not look to or rely upon QEU&S for any investment, accounting, financial or other non-legal advice, including without limitation any advice regarding the character or credit of any person with whom Client may be dealing.

### ***Insurance Coverage and Claims***

You understand and agree that QEU&S is not being engaged to advise regarding the existence of any insurance coverage in connection with the circumstances of the Engagement or to advise or assist in the formulation or submission of any insurance claim in connection with the Engagement. If you have not done so already, you should consider tendering this matter to your insurer(s), in order to determine whether there is insurance coverage for any of the claims asserted. Subject to ascertaining whether there are any conflicts, we are happy to expand the Engagement to include such advice, if requested and agreed in writing.

### ***Responsible Persons – Communications Between QEU&S and Client***

We will report directly to the Independent Director and keep the Independent Director regularly and currently informed of the status of the Engagement and will consult with them whenever appropriate. Within QEU&S, I will be primarily responsible for the Engagement. My telephone number is **(212) 849-7200** and e-mail address is [susheelkirpalani@quinnemanuel.com](mailto:susheelkirpalani@quinnemanuel.com). It is my policy that all calls will be returned promptly and, in any event, no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. In the event of an emergency, please call my assistant, Nafeeza Subhan, at (212) 849-7158 and she will endeavor to reach me as soon as practicable thereafter.

### ***Protection of Client Confidences – High Tech Communication Devices***

We are always mindful of our central obligation to preserve the precious trust which our clients repose in us--their secrets and confidences. We take this duty very seriously and, except to the extent permitted by the applicable rules of professional conduct, we will not disclose any confidential information of yours to any other client or person. Similarly, we cannot disclose to you the confidences of any other client, even when such information relates to matters that might affect you.

In order to meet our obligation to preserve your confidences, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail in the course of the Engagement without any encryption or other special protections. Please notify me if you have any other requests or requirements in connection with the methods of telecommunication relating to the Engagement.

### ***Self-Representation***

QEU&S has designated one of the firm's partners to act as the firm's General Counsel (the "**General Counsel**"). The General Counsel acts as a lawyer to the firm, representing QEU&S in a variety of professional and legal matters and helping attorneys at the firm to comply with their professional and ethical responsibilities to clients. Among other things, the General Counsel provides QEU&S and its attorneys with legal advice concerning professional responsibilities, potential or actual professional liabilities, and other matters. QEU&S also retains outside counsel from time to time to provide similar legal advice to the firm. It is possible that attorneys or staff working on matters for Client may, from time to time, consult with the General Counsel or QEU&S's outside counsel on matters related to our representation of Client. In the course of such consultation, QEU&S's attorneys and/or staff may disclose to the General Counsel or QEU&S's outside counsel privileged information concerning Client's representation, and may receive legal advice related to QEU&S's work on Client's matter, which legal advice QEU&S may or may not disclose to you. QEU&S views such consultations as privileged and not discoverable by anyone, not even the clients about whom such a consultation may take place. By retaining QEU&S, Client acknowledges and consents to QEU&S's attorneys and staff consulting with the General Counsel or QEU&S's outside counsel as they deem necessary, both during QEU&S's representation of Client and after such representation ends, and Client confirms that such communications are privileged and protected against disclosure to you.

### ***Responsibilities of Client***

In order to represent you effectively, it is important that you provide us with complete and accurate information regarding the subject matter of the Engagement, and that you keep us informed on a timely basis of all relevant developments. In addition, it is important that Client and its officers and employees provide us with timely assistance and cooperation in connection with the Engagement.

### ***Preservation of Electronically Stored Information ("ESI")***

Recent changes in the Federal Rules of Civil Procedure, Federal Rules of Evidence, and case law addressing electronic discovery have profoundly altered the obligations of the parties involved in litigation and their counsel. An understanding of these changes, which relate to the duties of preservation and discovery of electronically stored information ("**ESI**"), is an essential prerequisite to the development of a successful litigation strategy for every client. The duty to preserve potentially relevant information is triggered when litigation is reasonably anticipated or commenced, and the failure to comply with these rules can have dire consequences (including sanctions ranging from monetary penalties, to entry of a default against you/your action being

dismissed. In the event Client has not already issued a litigation hold in this matter, we request that you immediately do so. We would be pleased to assist you with preparing the litigation hold and otherwise providing guidance on the duties related to preservation of ESI.

### ***No Guarantee of Result***

In providing legal advice to you, I or others at QEU&S may from time to time express opinions or beliefs regarding the likely effectiveness of various courses of action or about results that may be anticipated. You understand that any such statements are opinions and beliefs only and are not promises or guaranties. We cannot and do not guarantee any particular course or outcome of the Engagement.

### ***Conflicts Issues***

Our firm has many lawyers and several offices. We may currently or in the future represent one or more other clients in matters involving ModivCare, and we may represent parties that are adverse to ModivCare in matters unrelated to the Engagement. We are undertaking this Engagement on condition that we may represent other clients in matters in which we do not represent ModivCare even if the interests of the other clients are adverse to the Client's (including the appearance on behalf of another client adverse to the Client in litigation or arbitration), provided that the other matter is not substantially related to our representation of the Client in connection with the Engagement and that in the course of representing the Client we do not obtain confidential information from the Client material to the representation of the other client. The Client's express consent to this arrangement is required because of its possible adverse effects on the performance of our duties as attorneys to remain loyal to each client, to maintain client confidences, and to render legal services with vigor and competence. Also, if an attorney does not continue an engagement or is required to withdraw from a matter, the client may incur delay, prejudice or additional cost associated with acquainting new counsel with the matter.

### ***Billings***

Our fees are based on the amount of time we spend on this Engagement. Each QEU&S attorney, legal assistant and other timekeeper assigned to this Engagement will have an hourly billing rate. These billing rates, which are set based upon seniority and expertise, are subject to adjustment annually and we will notify you of these changes thirty days in advance of their going into effect. In addition, our associate rates are based on years out of law school, so annually on September 1, each associate's rate moves up to the next higher class rate on our rate schedule; for example, on September 1, 2026, a class of 2025 graduate's rate will move up from a first-year associate rate to a second-year associate rate, and so on. These "class graduation" adjustments are not rate increases, and Client acknowledges and agrees to these associate class adjustments by signing this letter. The standard billing rates of the attorneys whom we anticipate assigning to this Engagement currently range from \$2,700 (Susheel Kirpalani) to \$1,035 (first-year associate). If one of our professionals performs multiple tasks for you during the course of a day, our statement will describe those tasks in a continuous narrative form accompanied by a single time entry for all tasks, a practice known as "block billing." You agree that we may provide our invoices in this manner.

***Estimates***

Client understands that it is impossible to determine in advance the amount of fees and costs needed to complete any given matter. From time to time during the course of our Engagement we may provide Client with estimates of costs and fees or projected budgets for our work going forward. Ordinarily, we do not provide these projections unless Client specifically requests us to do so. When we do provide them, we will make a good faith effort to estimate what the future cost will be. However, in no case can such projections be guarantees regarding what the actual cost will be. The cost of litigation may change dramatically based on factors we do not control, including actions taken by our adversary, rulings by the court, or other developments in the litigation. In all instances when we provide such projections, they should be viewed as guidance only. The fees and costs which Client will be liable for will be based on our time charges as set forth in this agreement, and not on any such projections.

***Ancillary Costs***

We will charge separately for certain ancillary services we provide, such as facsimile charges, secretarial and paralegal overtime and word processing. We pass along out-of-pocket costs and charges that we incur on our clients' behalf. These typically include messenger charges, deposition videography and transcript charges and administrative charges. Other charges are based on market, not cost, including service of process, document reproduction (\$0.24/page), color document reproduction (\$1.00/page), binders, tabs, tab creation, manila folders, redwelds, binding, punching, black and white scanning (\$0.18/page), color scanning (\$1.50/page), black and white oversized scanning (\$0.40-\$1.50/page), color oversized scanning (\$2.25-\$12.50/page), black and white blowbacks (\$0.15/page), color blowbacks (\$1.00/page), slipsheets (\$0.03/page), native file printing (\$0.18/page), TIFF generation (\$0.02/page), OCR (\$0.02-\$0.03/page), ECA filtering \$15-\$75/GB), data processing (\$50-\$150), image endorsement (\$0.02/page), media creation and duplication (\$15-\$400), document coding (\$0.88-\$1.50/document), generative AI analysis (\$0.04/document/month), generative AI document review (\$0.30 per document), hosting (\$3-\$12/GB) and litigation support consulting at hourly rates of \$210 to \$435 per hour, depending on the work performed. Additionally, we charge for computerized legal research (Westlaw or Lexis fees, without any applicable discount), travel costs (including business class travel for flights over 3 hours), meal charges and parking charges (when we are working exclusively on your matter), filing fees, telephone toll charges, fees for experts and other consultants retained on Client's behalf, and similar charges. Our charges may also include cellular or air telephone charges that are not related to the representation, but are necessarily incurred while we are traveling on a client's case. These charges will be at cost. The costs listed are the current rates but may be subject to future adjustment. Client agrees that the ancillary costs described in this paragraph are costs to be paid in addition to our hourly billings, are not "overhead," and are payable separate and apart from our hourly billings in the event of any dispute.

In some cases, particularly if the amount is large, we may forward an invoice from an outside vendor or service directly to Client for payment, which will also be due and payable upon receipt. Failure to pay such invoice upon request will be grounds for us to withdraw from our representation.

In the event Client has supplied us with billing guidelines that are inconsistent with the terms of this Engagement Letter, Client agrees that the terms of this Engagement Letter shall apply unless a copy of Client's billing guidelines are attached to this Engagement Letter countersigned on behalf of QEU&S, in which event Client's billing guidelines shall control.

We will submit bills on a monthly basis. All bills shall be paid within thirty days of receipt by you. The obligation to pay our bills is solely yours and is not contingent upon any judgment or settlement; any right you may have for reimbursement, indemnification, insurance or the like; or your receipt of any other form of payment you may expect to receive from some other party. We reserve the right at our sole discretion to charge interest of 8% per annum on invoices that are 90 days or more past due. If Client has any question regarding, or wish to challenge any bill, Client shall notify us promptly of any such question or challenge, and shall in any event pay any portion of such bill that is not subject to question or challenge.

### ***Bankruptcy Provision***

Notwithstanding anything herein to the contrary, in light of the fact that Client is a debtor in possession before the US Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court"), the payment of fees and expenses and the resolution of any dispute hereunder shall be governed by the Bankruptcy Code, Bankruptcy Rules, local rules and any related order of the Bankruptcy Court.

### ***Retainer***

While obtaining a retainer is customary for new matters, we are waiving this requirement in light of the fact that Client is a debtor in possession being overseen by the U.S. Bankruptcy Court and our fees shall constitute allowed administrative expenses subject to the Court's approval in accordance with the Bankruptcy Code, Bankruptcy Rules, and local rules.

### ***Termination***

Above all, our relationship with you must be based on trust, confidence and clear understanding. If you have any questions at any time about this letter or the work that the firm, or any attorney, is performing, please call me or, if you prefer, John Quinn in our Los Angeles office at (213) 443-3000, to discuss it. You may terminate this representation at any time, with or without cause. Subject to the application of the applicable rules of professional responsibility, we also reserve the right to withdraw if, among other things, you fail to make timely payment of any invoice, you fail to cooperate or follow QEU&S's advice on a material matter, or any fact or circumstance arises that, in QEU&S's view, renders our continuing representation unlawful or unethical. Any termination of our representation of you would be subject to such approval as may be required from any court(s) in which we are appearing on your behalf. In the event of termination by either of us, fees and costs for work performed prior to termination will still be payable to the extent permitted by law.

### ***Date of Commencement and Termination of the Engagement***

The effective date of our agreement to provide services is the date on which we first performed services, which was September 12, 2025. The date at the beginning of this letter is for



reference only. If this letter is not signed and returned for any reason, Client will be obligated to pay us the reasonable value of any services we have performed as well as the costs we have incurred on Client's behalf.

QEU&S's representation of Client will be considered terminated at the earliest of (i) Client's termination of the representation, (ii) QEU&S's withdrawal from the representation, (iii) the completion of QEU&S's substantive work for the Client, or (iv) following 60 days of inactivity by QEU&S on the matter.

### ***File Retention and Disposition***

After the Engagement has concluded, and subject to payment of all outstanding fees and disbursements, you may request the return of files pertaining to the Engagement. Client's files will be released only following delivery to QEU&S of a signed release letter containing appropriate directions and acknowledgment of the obligation to pay outstanding fees. QEU&S may charge you for the reasonable costs of retrieval, assembly, copying and transfer of all files or materials in any format. It is our practice to retain the permanent records of the matter, in accordance with our records retention policy, for a period of not less than 7 years after the Engagement has ended. If you do not request the files in writing before the end of our retention period, upon the expiration of that period we will have no further obligation to retain the files and may, at our discretion, destroy the files without further notice to you.

### ***Other Litigation or Proceedings***

If, as a result of this Engagement, and even if the Engagement has ended, we are required to produce documents or appear as witnesses in any governmental or regulatory examination, audit, investigation or other proceeding or any litigation, arbitration, mediation or dispute involving Client or related persons or entities, Client shall be responsible for the costs and expenses we reasonably incur (including professional and staff time at our then-standard hourly rates). Similarly, if we are sued or subjected to legal or administrative proceedings as a result of our representation of Client in this matter (including unmeritorious disqualification proceedings), Client agrees to indemnify us for any attorney's fees and expenses (including our own professional and staff time at our then-standard hourly rates) we incur as a result. This paragraph is not intended to apply to any claim brought by or on behalf of Client alleging wrongdoing by QEU&S.

### ***Binding Agreement***

By signing below, Client agrees that Client has had enough time to review this letter, that we have advised you that Client has the right to consult another, independent lawyer about the provisions relating to the waiver of conflicts of interest and any other aspect of this letter as to which Client may wish to avail itself of such advice, and that Client is satisfied that it understands this letter. Client also agrees that Client has the freedom to select and engage the counsel of its own choice and accordingly that this is an arm's length agreement between parties of equal bargaining strength and that Client has freely determined, without any duress, to sign and agree to these terms.



***Severability***

Should any part of this Agreement, or language within any provision of this Agreement, be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement, or any language within a provision of this Agreement, should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

***Amendments and Additional Engagements***

The provisions of this letter may only be amended in writing, signed by both parties.

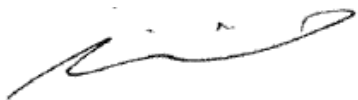
If Client later asks us to take on additional assignments, we will send you a supplementary engagement letter reflecting each additional assignment.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning this engagement letter to me with the initial retainer amount. In the event that you do not sign and return the letter within ten (10) days from the date of this letter, your instructing us or continuing to instruct us on this Engagement will constitute your full acceptance of the terms set out in this letter.

Thank you again for this opportunity to be of service. We look forward to working with you on this Engagement.

Sincerely,

QUINN EMANUEL URQUHART & SULLIVAN, LLP

A handwritten signature in black ink, appearing to read 'Susheel Kirpalani', with a stylized flourish at the end.

Susheel Kirpalani

Encl.

**[STATEMENT TO BE SIGNED BY CLIENT:]**

I have read the above Engagement Letter and understand and agree to its contents. The parties to this Engagement hereby agree that a faxed, PDF or electronic signature shall count as the original.

Daniel Silvers, Independent Director of ModivCare Inc.

By: 

Name: Daniel B. Silvers

Title: Independent Director

Date: September 16, 2025

Confirming Responsibility for Payment

ModivCare Inc.

By: Faisal Khan

Name: Faisal Khan

Title: General Counsel and Secretary

Date: September 16, 2025

00811-99590/17317455.1

PRIVILEGED & CONFIDENTIAL, ATTORNEY-CLIENT COMMUNICATION

## GUIDELINES ON PRESERVATION AND PRODUCTION OF ELECTRONICALLY STORED INFORMATION

### INTRODUCTION

Some preliminary background information may assist you in understanding the legal duties now applicable to the preservation and production of electronically stored information. Advancements in information technology have fundamentally changed how we communicate with one another and how companies do business. These changes have resulted in the development of new rules governing discovery in litigation. These new rules are an attempt by our courts to adapt to the changes in today's business world and society which these technological innovations have produced.

These new rules relate to "electronic discovery" and are referred to as "e-discovery rules." Because electronically stored information ("ESI") is particularly vulnerable to accidental deletion, modification or corruption, courts have imposed new duties on both parties and their attorneys to preserve ESI. The new e-discovery rules were enacted to address problems unique to electronic discovery. As used in these guidelines, ESI refers to any type of electronic data or information in any type of format. So long as electronic data is in a fixed tangible form and is capable of being electronically stored, even temporarily, the e-discovery rules apply.

All parties are required to follow these e-discovery rules regardless of how simple or sophisticated their computer system. In other words, it does not matter whether a party is an individual, partnership, joint venture, sole proprietorship or mega-corporation. Nor does it matter whether a party has a single laptop computer or a massive computer network. If a party has any device that generates or stores ESI, whether it be a bank of servers or a single "thumb" drive, a Blackberry, cell phone or any other type of electronic storage device, the e-discovery rules apply.

The duty to preserve potentially relevant ESI is triggered whenever litigation is "reasonably anticipated." The process by which a party identifies and preserves potentially relevant information or evidence including ESI is generally referred to as a "**litigation hold**," and that is how we will refer to the process in these guidelines. The imposition of a litigation hold, among other things, requires the suspension of any document retention/destruction policies or any automated features of a party's computer or email systems that could result in the loss, destruction or deletion of ESI or paper records. For example, if a party recycles its back-up tapes or if its email system automatically deletes emails after a specified time frame, those processes have to be stopped, at least until the party can develop an appropriate strategy for preserving potentially responsive ESI. Otherwise sanctions can be imposed if relevant ESI is lost or destroyed.

The new e-discovery rules mandate a heightened level of cooperation between clients and their counsel in locating and preserving potentially relevant ESI. The new duties which these rules impose on both clients and their counsel profoundly affect the relationship between them. Additionally, the e-discovery rules can dramatically increase the cost of discovery and materially affect how litigation is conducted. Before explaining how electronic discovery works under these rules, it is important to understand how the responsibility for e-discovery compliance has been allocated between clients and their counsel.

#### **RESPECTIVE DUTIES OF CLIENTS AND THEIR COUNSEL RELATIVE TO E-DISCOVERY**

In *Zubulake v Warburg LLC*, 229 F.R.D. 422, 431 (S.D.N.Y. 2004) (*Zubulake V*), a case generally followed throughout the country, the court held that in order to avoid the imposition of discovery sanctions, a party “must suspend its routine document retention/destruction policy and put in place a ‘litigation hold’ to ensure the preservation of relevant documents.” The court explained that “a party and its counsel must make certain that all sources of potentially relevant information are identified and placed ‘on hold.’” 229 F.R.D. at 432. To accomplish this the court explained counsel should:

- Become fully familiar with the client’s document retention policies, and data-retention architecture including system-wide backup procedures, recognizing that this will invariably involve speaking with the client’s IT personnel; and
- Communicate with “key players” in the litigation to understand how they store information.

The court in *Zubulake* observed that a party’s e-discovery obligations do not end with the implementation of a litigation hold. It noted that a party has an ongoing duty to preserve relevant information while the lawsuit remains pending. The court explained that it was not sufficient for counsel to simply notify the client about the need to impose a litigation hold and assume the client will preserve and produce relevant information. Rather, the court concluded that counsel should oversee compliance with the litigation hold and outlined three steps that counsel should take to confirm that the client is complying with its preservation obligation:

*First*, counsel must issue a litigation hold at the outset of litigation or whenever litigation is reasonably anticipated. The litigation hold should be periodically re-issued so that new employees are aware of it, and so it is fresh in the minds of all employees.

*Second*, counsel should communicate directly with the ‘key players’ in the litigation so that the preservation duty is clearly communicated to them. As with the

litigation hold, the key players should be periodically reminded that the preservation duty is still in place.

*Finally*, counsel should instruct all employees to produce electronic copies of their relevant active files, and make sure that all backup media which the party is required to retain has been identified and properly preserved.

*Zubulake V*, 229 F.R.D. at 433-34.

These action steps must be taken at the outset of any lawsuit, and then periodically repeated throughout the litigation. Moreover, attorneys have a continuing obligation to monitor a client's efforts to preserve and produce ESI. It is essential that a client fully cooperate in the process, understanding that these obligations are imposed on all parties as a matter of law, and not by the whim of counsel. Sanctions for noncompliance with these e-discovery obligations can be imposed on both client and counsel alike. Should such a motion ever be filed, it could trigger a number of additional issues that we would need to discuss with you.

Please also be aware that in some cases, e-discovery may generate a significant increase in the cost of defending a lawsuit and in the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may be so significant as to warrant serious consideration of an early resolution of the claim. In other cases, e-discovery costs may have little or no impact on litigation or settlement strategies and merely represent expenses that are now incurred at the beginning of the case, rather than at a later point in time.

#### **WRITTEN GUIDELINES FOR COMPLIANCE WITH THE RULES GOVERNING ESI**

The written guidelines set out below are not intended to serve as a mechanical checklist applied in an identical manner in all cases. The process of identifying, preserving and producing ESI can be a highly complex undertaking. There is no "one size fits all" set of rules when it comes to e-discovery. Rather, the principles discussed below should guide you in implementing a process to preserve and produce ESI, tailored to the complexities of a given matter.

##### **1. *When the Duty to Preserve Evidence is Triggered***

Various statutes and regulations require the preservation of specific types of information in a variety of contexts. However, in the absence of such a statute or regulation, for litigation purposes the duty to preserve is triggered at that point in time when litigation, a governmental investigation, or any adversarial proceeding or process is "reasonably anticipated." When litigation is "reasonably anticipated" requires a reasoned, good-faith analysis of all relevant facts and circumstances.

When a duty to preserve is triggered, the parties should immediately begin the process of attempting to locate and preserve any potentially relevant ESI, regardless of its source or location (*e.g.*, desktop or laptop computer, network server, thumb drive, backup tapes, digital audio recording, voice mail etc.). The duty to preserve continues through the pendency of the proceeding, and includes any relevant evidence that is created *during* the course of the proceedings.

**If you have not already done so, please institute a “litigation hold” on any potentially relevant ESI or other information in accordance with these guidelines.**

2. *Identify Key Personnel*

“Key Personnel” should be immediately identified for several reasons; first so that they can be notified in writing about their duty to preserve evidence, and second, so that any potentially relevant ESI in their possession, custody or control can be located and preserved. Key Personnel are those individuals who were involved in any aspect of the matter at hand, as well as those individuals who either have or claim to have some knowledge of the matter or any defenses that relate to it, or to the claimed injury or resulting damages, and/or who have in their possession or under their control ESI or any other form of potentially relevant evidence.

The effort to identify the Key Personnel and locate potentially relevant information in their possession should focus on the assertions made and any potential defenses to those assertions. It will also be helpful to identify any other employees or third parties with whom Key Personnel had contact involving the relevant issues so that emails, letters and other communications to and from those individuals or physical evidence in their possession, custody or control can be located and preserved.

**Please prepare a list of all Key Personnel for when we meet in the near future. Please include the work or home addresses, email addresses and phone numbers (for those individuals no longer in your employ), so that we can follow up with them to verify that they have been notified about the need to preserve ESI, understand the ramifications if they fail to do so and to learn how they store information.**

You should expect that at an early stage of this matter our opponent will request a deposition or ask to interview the person(s) most knowledgeable about your computer, email, and record keeping systems. Please identify who that person is or who those persons are, and provide their contact information at our initial meeting. We may ask that one of them attend our initial Rule 26 scheduling conference with opposing counsel if available. **Additionally, please designate someone who could serve as your e-discovery liaison or as our contact person should questions arise about your computer, email or record keeping systems.**

### 3. *Content and Scope of Litigation Hold Notice*

You should notify Key Personnel in writing about their duty to preserve any evidence, be it paper records or ESI, which is potentially relevant to this matter or any defenses that could be asserted. The written hold notice should broadly describe the nature of the claims being asserted and any defenses to the claims so that your Key Personnel do not inadvertently delete or destroy any potentially relevant ESI or paper records. Your written hold notice should also explain the potential types of ESI that should be preserved and where potential sources of that ESI may be found. We have included a list of possible sources in guideline 6 below. The written hold notice should also explain that sanctions could be imposed in this matter if they fail to preserve relevant information and that the sanctions could range anywhere from the imposition of a large fine to the entry of [a default judgment/the dismissal of the claim].

The written hold notice should be broadly disseminated. The notice should be sent to Key Personnel, to the IT, Information Management and/or Risk Management departments (where applicable), to the persons in charge of departments such as Human Resources, Product Development, Marketing, or any other department where potentially relevant ESI may be located, and to any department heads in which Key Personnel are employed. In addition to the litigation hold notice, those department heads should be provided a list of Key Personnel in their respective departments who you believe may be in possession of potentially relevant ESI. Department heads should be instructed that if they are aware of any other person who may have possession of potentially relevant ESI, they should immediately notify that employee of the litigation hold and also notify a designated member of your legal department who should promptly send a copy of the hold notice to that employee.

Consider designating a member of your legal department to answer any questions which anyone may have about the litigation hold process. You also should consider including a statement in the litigation hold notice explaining that should anyone have a question about the litigation hold process or the obligation to preserve ESI, that they should immediately contact the designated member of your legal department.

The litigation hold notice should periodically be resent to the original Key Personnel and any new employees who have access to potentially relevant ESI which is subject to your litigation hold so they do not inadvertently delete or destroy it. As a lawsuit matures, the litigation hold may need to be modified as issues are added or evolve. Additional employees may need to be notified about the hold when new claims or issues are added or when our opponent's liability theory changes. We will discuss these points with you at our initial meeting.

A party's litigation hold process has been held to be deficient when senior management was not involved in the process. Accordingly, we recommend that the



written hold notice be issued either by a member of senior management or by a senior member of your legal department.

Please notify all Key Personnel that we will be contacting them to discuss the topics noted above, and please alert the head of your IT department that we will need to speak with IT staff to learn about your email and information systems, data-retention architecture and document retention practices.

4. *The Duty to Preserve Includes ESI on Home or Personal Computers or PDAs*

Your written hold notice should advise Key Personnel and others who receive the notice that any potentially relevant ESI created or stored on home or personal computers, PDA's or at locations other than your office(s) or business (locations) must also be preserved, regardless of whether that ESI was transmitted to you, or is now in your possession or is available elsewhere. The existence of potentially relevant ESI on home or external computers or PDA's can raise sensitive privacy issues. The law nevertheless requires that relevant information on home computers or storage devices be preserved and treated in exactly the same way as the ESI located on your business systems.

5. *The Duty to Preserve Includes ESI in the Possession of Third Parties Under Your Control*

The obligation to preserve potentially relevant evidence extends beyond the ESI in your immediate possession. The duty to preserve potentially relevant ESI extends to any third party who is subject to your direction and under your control. For example, if you have outsourced any accounting, computer or business functions to a third-party vendor ("Application Service Provider"), or have transferred any archived data to a third-party storage facility, you must instruct that third party to preserve any potentially relevant ESI in its possession. Accordingly, you should immediately notify any such third party about the obligation to preserve any of your ESI in its possession. **Please provide us with the current contact information for any third parties who may be in possession of potentially relevant evidence**, including ESI, so that we may follow up and request that they take steps similar to those described in these guidelines.

6. *Potential Sources of ESI*

The following list is intended to provide examples of the types, sources and formats of ESI that should be located and preserved, where applicable, pursuant to the litigation hold issued in connection with this matter. Because we have not yet spoken with your IT department, we recognize the foregoing list could be over or under inclusive. Thus, you may want to consult with your IT department to tailor the information provided in this guideline. However, you should consider including the type of information outlined below in your written hold notice so that your Key Personnel and others who were sent that notice do not overlook a source or type of potentially relevant ESI:

**Digital Communications** (e.g., e-mail, voicemail, instant messaging (if logged));



**Electronic Mail Logging and Routing Data;**

**Word Processing Documents** (*e.g.*, Word or WordPerfect documents and drafts);

**Spreadsheets and Tables** (*e.g.*, Excel or Lotus 123 worksheets);

**Accounting Application Data** (*e.g.*, QuickBooks, Money, Peachtree data files);

**Image and Facsimile Files** (*e.g.* PDF, TIFF, .JPG, GIF, DICOM images);

**Sound Recordings** (*e.g.*, .WAV and .MP3 files);

**Video and Animation** (*e.g.*, .AVI and .MOV files);

**Databases** (*e.g.*, Access, Oracle, SQL Server data, SAP);

**Personal Data Assistants (PDAs)** (*e.g.*, Blackberry, PalmPilot, HP Jornada);

**Contact and Relationship Management Data** (*e.g.*, Outlook, ACT);

**Calendar and Diary Application Data** (*e.g.*, Microsoft Outlook PST, Lotus Notes, third-party internet calendars through mail accounts - Yahoo and Hotmail);

**Online Access Data** (*e.g.*, Temporary Internet Cache Files );

**Presentations** (*e.g.*, PowerPoint, Corel Presentations);

**Network Access and Server Activity Logs;**

**Project Management Application Data** and related documents;

**Computer Aided Design/Drawing Files;** and,

**Backup and Archival Files** (*e.g.*, Zip, GHO).

In addition to preserving the electronic data or files themselves, as explained below you must also preserve all archived data or backup media which may contain potentially relevant ESI until otherwise directed by counsel. This includes magnetic and optical media, hard drives, floppy disks, backup tapes, Jaz cartridges, CD-ROMs and DVDs. Any software necessary to review the data contained on these media also must be preserved. If any backups are made in realtime via the web (*e.g.*, LineVault, e-Vault), they must be preserved and the third party handling this data must be contacted to assist in its retention.

In order to prevent data loss due to normal replacement of outdated computers, systems, hardware or software, you should also preserve all computers, hardware and software no longer in use that were used during the relevant timeframe until it has been

verified that no potentially relevant ESI is stored on those computers or systems. This includes any servers, desktops, laptops, hard drives, and all associated hardware and software applications.

Some systems have the capability to capture or log instant messages (IM), if that feature has been activated. Does your system have the capability to log IM and, if so, has that feature been activated? Do you have any policy concerning the use of IM for business purposes? If so, please provide us with a copy of that policy at our initial meeting.

If your IT staff has developed a data map covering any aspect of your computer, email or record keeping systems, sometimes referred to as a "topology," please have a copy available at our initial meeting because it will hopefully reduce the amount of time we need to spend with your IT staff learning about those systems.

#### 7. *Preservation Obligations*

The law governing the preservation of ESI also applies to other forms of evidence, including your paper records. No potentially relevant evidence should be altered or destroyed. Rather, it should be maintained in the way it is kept in the ordinary course of business. All copies, including all duplicates should be preserved. Even if paper copies have been made of electronic files, you should preserve the original electronic files.

The potential for accidental deletion, destruction or corruption of ESI makes it essential that prompt steps be taken to preserve relevant information. Delay in doing so increases the possibility that relevant ESI may be lost, thereby exposing you to sanctions. Thus, it is important to quickly act to preserve ESI. The obligation to preserve does not require imaging all computers and email, or freezing all electronic documents and data. Absent extraordinary circumstances, the preservation obligation need only involve steps reasonably necessary to secure potentially relevant evidence necessary for a just and fair resolution of the issues presented.

In some instances, however, it may be prudent to make a forensically sound mirror image of certain computer hard drives to avoid the accidental deletion of ESI due to everyday computer usage. In matters where an employee is believed to have electronically misappropriated company information or property; where particularly critical evidence is recognized to exist on a specific hard drive; where potentially relevant information has been recently deleted and may need to be reconstructed; or where the way in which a computer was used appears to be a potential issue in the case, imaging the computer(s) involved should be considered. In such cases, a bit-by-bit copy of the hard drive should promptly be made. Consider whether to employ a qualified *outside expert*, rather than using your internal IT personnel to complete that work. The use of an outside forensic computer expert will help to insulate you from any adverse consequences resulting from the errant handling of the evidence and will limit the need for your IT personnel to become potential witnesses in the litigation.

To prevent the inadvertent destruction of potentially relevant ESI, you are obligated to:

(1) discontinue the destruction of potentially relevant information pursuant to any document retention/destruction policy and/or any automated features of your systems that delete or overwrite information;

(2) temporarily stop the recycling of all backup tapes until otherwise directed by counsel;

(3) preserve any storage devices containing potentially relevant information until the information has been preserved or if necessary, until a forensically sound replica (bit by bit mirror image) is made;

(4) temporarily refrain from installing new software that might overwrite potentially relevant data;

(5) maintain properly working virus protection software to protect the data from loss;

(6) preserve any website content and links;

(7) preserve all login ID's, names and passwords, decryption procedures (and accompanying software), network access codes, manuals, tutorials, written instructions, decompression software;

(8) maintain all other information and tools needed to access, review or reconstruct potentially relevant electronic data;

(9) preserve (do not recycle or dispose of) any computers that may have been used during the relevant timeframe;

(10) preserve (do not reuse) computers of key employees who leave or have left your business until the all relevant information has been preserved; and

(11) suspend all maintenance procedures that could result in the deletion of ESI, including disk defragmenting, on computers that may contain relevant information until any relevant ESI stored on those computers has been preserved or until a forensically sound copy of the hard drive has been made, if necessary.

If you have any document retention or document destruction policy, please provide us with a copy of that policy at our initial meeting. If there is a person who is responsible for auditing and/or enforcing that policy, please provide us with that person's contact information at our meeting. We also need to learn if there are any automated features of your computer, email or record keeping systems automatically or routinely delete ESI. If

so, we will need to confirm that those features have been suspended and learn when they were deactivated.

8. *Document Each Step Taken to Preserve ESI*

To defend against claims that you failed to properly preserve ESI, it is extremely important that a record be kept of every step taken by you to implement the litigation hold and to preserve ESI. Document the names of all employees and department heads to whom the litigation hold notice was sent and record when they were notified. Keep copies of the written hold notice and consider sending two copies of the hold notice to your employees with an instruction that they keep one, and sign and return the other as evidence that they received, read and understood its content. Maintain a log of any verbal instructions given, including when the instructions were given, the persons who provided and received the instructions and a summary of the instructions.

Frequently one party will attempt to discredit the other's effort to preserve ESI in the hope of gaining a tactical advantage through the imposition of sanctions. A comprehensive record documenting all efforts that are taken is necessary so that if challenged in court, your efforts at preserving evidence can be properly defended.

9. *"Metadata," Embedded Data and Data Created or Stored in Unique or Proprietary Formats*

Every document, report or email created on a computer contains hidden electronic information called "metadata." Metadata is literally defined as "data about data." Metadata is automatically created by your computer and functions like a library catalog card for the computer. Among other things, the metadata will reveal: who created a document, when it was created, who last had access to the document, whether it has been revised and by whom, when that revision was made and the number of versions of a document.

Metadata may contain potentially relevant information that can be used to authenticate an electronic document or email and may be sought in discovery. Metadata should be considered part of the original electronic document and should be preserved. One difficulty in preserving metadata is that by simply opening a document and moving it to a folder to preserve it for discovery purposes will alter several metadata fields including when the document was last accessed and who accessed it.

Besides metadata, there is another form of potentially hidden information that can exist in the electronic version of a document which is manually embedded into a document's content itself through the track changes feature of a word processing program. That embedded data may contain information subject to attorney-client privilege or work product protection.

We need to learn if any of your ESI is created or stored in a unique or proprietary format since that may impact the form of its production. We also need to learn if any

aspect of your ESI is electronically searchable as it is ordinarily maintained since that may also impact the format of its production. Are there any unusual aspects of your computer, email or record keeping systems that could make production of ESI difficult or problematic?

The reason we are raising these questions is that the e-discovery rules provide you some choice as to format in which ESI will be produced. ESI can be electronically produced in either its "native state" or in an imaged format. The term "native" when used in an e-discovery context simply refers to the program or file format in which the document or data was originally created. In other words, if a document was created in WordPerfect, producing it in its native state would require production of it in a WordPerfect format. A commonly used image format is Adobe's Portable Document Format or PDF.

There are advantages and disadvantages to each form of electronic production. Producing ESI in its "native state" would include production of any associated metadata or accompanying embedded data. Additionally, documents produced in their native state can be altered. Native documents cannot be Bates stamped or redacted without altering the original. To view an electronic document in its native state which is created or stored in a unique or proprietary format requires that the party receiving it have access to the same software used to create or store the document. On the other hand, documents produced in an imaged format cannot be altered and will not include any metadata unless metadata fields are loaded into the image. Imaged documents can be redacted and bates stamped, but are more costly and take longer to produce.

You should carefully review all of these subjects with your IT department. Your preferred format of ESI production is an issue which we need to discuss with you at this stage because it is a subject which the court's rules require us to address with opposing counsel at the initial scheduling conference.

#### 10. *Accessibility of Electronic Data*

The federal rules set up a two-tiered system of ESI discovery. Parties are expected to produce ESI that is readily accessible. However, there is no obligation to produce ESI from sources that are not reasonably accessible because of "undue burden or cost." The following are recognized categories of ESI which generally describe the ways data may be stored relative to its potential accessibility:

**Active data** - computer data which is immediately and easily accessible;

**Backup data** - computer data residing on readily available storage media;

**Archived data** - computer data placed into long term storage on backup tapes or other forms of media that may be periodically recycled or reused.

**Legacy data** – computer data created on old, out of date, obsolete or no longer used computer systems and/or hardware or software; and

**Deleted data** – computer data that has been “deleted” from a computer’s hard drive but is potentially recoverable through computer forensic techniques;

We need to learn if you have any legacy data or legacy system(s), and, if so, whether there is any data which has not been transferred to the system(s) currently in use, and how far back the legacy data which has not been transferred to your current system goes, as well as whether any of that data might be relevant to the issues in this matter. In that event, we would need to determine what steps would be required, and at what expense, to access, review and produce that legacy data.

In addition, we will need to learn how ESI is stored by its custodians. If your systems are backed up or archived, we need to learn what data is backed up and/or archived, how that is accomplished, how frequently the process occurs, how long the ESI is retained, where the backup tapes or archived media is stored and any rotation cycle. To determine the accessibility of ESI from those sources, we should learn what steps would have to be taken, and at what cost, to restore, search for and produce specific data or information on those tapes. We also need to learn if those backup tapes or archived data is used for any reason other than disaster recovery.

We bear the burden of proving that it would be unduly burdensome or costly to produce ESI from these or any other sources or potential repositories of ESI. Thus, we will need to speak with your IT department to discuss any features of your system(s) or the information stored in various sources that would make production of ESI from those sources unduly burdensome or costly. Your IT department will be of invaluable assistance in evaluating whether we can claim that ESI from any of those sources is inaccessible within the meaning of the e-discovery rules and thereby possibly avoiding the expense of producing ESI from those sources. However, you still need to preserve potentially relevant ESI from those sources until the issue of ESI production from those sources has been resolved by agreement with opposing counsel or an order from the court.

11. *Processing and Production of ESI*

You need to anticipate that you may have to segregate and process for review and production an unknown quantity of electronic data. One way to limit the cost of e-discovery is to use filtering techniques to reduce the size of the data set that may need to be reviewed for privilege and/or produced in discovery. Common filtering techniques include “de-duplication” of identical documents or emails through the use of “hash methodologies,” key-word or concept searches, and screening data by date ranges, custodians and/or file types.



These are issues we need to discuss at our initial meeting. You should assess whether your IT staff has the time and/or capacity to collect and process ESI for production in discovery in this matter. More importantly, you need to assess whether your IT staff should perform these types of tasks given the range of sanctions that could be imposed if ESI is lost in the process. Having your IT staff perform these tasks could require that they be deposed and opens their work up to review and potential criticism by our opponent and the court. It also diverts their attention from company business. While we have our own experienced IT staff who could provide technical or other assistance, there is a risk that if we assist in or actually perform these tasks, our staff could potentially become witnesses if a motion for sanctions were later filed, and in an extreme case, we could be disqualified from representing you. **Accordingly, unless it would be cost prohibitive or there are other good reasons not to do so in a given matter, we generally recommend that a qualified outside vendor be considered for managing the recovery and processing of ESI necessary for its production.** Please let us know if you have used any e-discovery vendors in the past and, if so, whether you were satisfied with their work and would be willing to use them again.

#### OTHER E-DISCOVERY RELATED ISSUES

In addition to the issues noted above, at our initial meeting there are several other points that we need to discuss with you. They include:

- When the litigation hold was issued or the process began;
- What steps have been taken to implement a litigation hold;
- What documentation do you have concerning the steps taken to implement the litigation hold;
- The name and contact information of the person in charge of the hold process or any member of your legal department designated to answer questions;
- What types of ESI are in your possession, what formats is it stored in, and where are the data repositories or sources for that ESI located;
- How much ESI and how many custodians are involved.

Finally please let us know when the appropriate persons from your IT department are available to meet with us. We do not want to delay our initial meeting with you to cover these various issues, so our meeting with IT does not have to occur the same day. Depending upon the complexity of your systems, the meeting with your IT staff could run much longer than our meeting to discuss the issues raised above.

## SUMMARY

The duty to preserve and produce ESI has become central to the litigation process. The tasks required to comply with our respective obligations must be performed at the very beginning of a lawsuit, and again periodically throughout the course of the litigation. At our initial meeting, we will discuss with you the strategic implications of these ESI obligations and how our respective obligations will be met in connection with this matter. At that meeting, we will review with you any steps that have already been taken to preserve ESI and work with you to develop a clear plan to properly preserve and produce any potentially relevant ESI on a going-forward basis.

In some cases, e-discovery costs may have little or no impact on litigation or settlement strategies. In other cases, e-discovery may generate significant costs and require the diversion of personnel and resources needed to address a party's e-discovery obligations. The expense involved in locating, reviewing and producing ESI in some cases may warrant serious consideration of an early resolution of the claim. We will be glad to discuss these and any other issues or questions you may have at our initial meeting in the near future. Of course, should you have any questions about what steps should be taken to preserve ESI prior to our initial meeting, please immediately contact us at your earliest convenience.



**Exhibit B**

**Khan Declaration**

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

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

**DECLARATION OF FAISAL KHAN,  
GENERAL COUNSEL AND SECRETARY, IN SUPPORT OF DEBTORS'  
APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY  
QUINN EMANUEL URQUHART & SULLIVAN, LLP AS ATTORNEYS  
EFFECTIVE AS OF SEPTEMBER 15, 2025**

I, Faisal Khan, declare as follows:

1. I am General Counsel and Secretary of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “***Debtors***”). In this capacity, I am familiar with the Debtors’ day-to-day operations, business, financial affairs and books and records. As part of my responsibilities, I am involved with the supervision of outside counsel and with the monitoring and control of legal costs.

2. I submit this declaration (the “***Khan Declaration***”) in support of the *Application of Debtors for Authority to Retain and Employ Quinn Emanuel Urquhart & Sullivan, LLP as Attorneys Effective As of September 15, 2025* (the “***Application***”). Except as otherwise noted, all facts in this Khan Declaration are based on my personal knowledge of the matters set forth herein,

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

information gathered from my review of relevant documents, and information supplied to me by other members of the Debtors' management and the Debtors' advisors.

### **THE DEBTORS' SELECTION OF COUNSEL**

3. Since being retained, Quinn Emanuel has worked closely with the Debtors' primary restructuring counsel, Latham, to get up to speed on the Chapter 11 Cases and prepetition transactions. Quinn Emanuel now possesses an in-depth knowledge of the Debtors' business affairs and capital structure and has gained insight into many of the legal issues that might arise in the context of the Chapter 11 Cases.

4. The Debtors recognize that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements. The Debtors chose Quinn Emanuel based upon its reputation and experience in the restructuring field generally and in serving as counsel to special committees, in addition to the complexity of the contemplated restructuring.

5. Before selecting Quinn Emanuel to serve as attorneys in the Chapter 11 Cases, the Debtors considered, among other things, their relationships with various other firms that also provide restructuring-related services. Since Quinn Emanuel's engagement, Quinn Emanuel has (i) coordinated with the Debtors, and (ii) begun researching the grounds for certain pre-petition underlying transactions. As a result, Quinn Emanuel has become familiar with the Debtors' businesses and capital structure, and many of the legal issues that may arise in the context of the Chapter 11 Cases.

6. For the reasons set forth above, I believe that Quinn Emanuel is both well-qualified and uniquely able to represent the Debtors in the Chapter 11 Cases. Thus, the Debtors seek to retain Quinn Emanuel as counsel to the Debtors during the Chapter 11 Cases.

**PROFESSIONAL COMPENSATION**

7. In my capacity as General Counsel and Secretary, I am involved in the Debtors' retention and supervision of certain outside professional services firms, including the professionals proposed to be retained in the Chapter 11 Cases.

8. Prior to their engagement in this case, I approved Quinn Emanuel's standard billing rates and the material terms of the engagement. Based on the Debtors' evaluation of other law firms prior to retaining Quinn Emanuel, I can confirm that Quinn Emanuel's rates and terms are comparable to those of other comparably skilled professionals. Additionally, Quinn Emanuel has informed the Debtors that its rates for bankruptcy representations are comparable to the rates it charges for non-bankruptcy representations.

9. I am responsible for reviewing the invoices submitted by Quinn Emanuel and can confirm that the rates Quinn Emanuel charges are consistent with the rates charged by other legal professionals of the Debtors.

**COST SUPERVISION**

10. The Debtors recognize that it is their responsibility to monitor closely the billing practices of their counsel to ensure the fees and expenses paid by the Debtors' estates remain consistent with the Debtors' expectations and the exigencies of the Chapter 11 Cases. The Debtors will continue to review invoices that Quinn Emanuel submits during the Chapter 11 Cases.

11. Pursuant to 28 U.S.C. § 1746, to the best of my knowledge, information, and belief, and after reasonable inquiry, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 25, 2025

/s/ Faisal Khan

Name: Faisal Khan

Title: General Counsel and Secretary

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

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

**ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF QUINN EMANUEL URQUHART & SULLIVAN LLP AS  
COUNSEL TO THE SPECIAL COMMITTEE AS OF SEPTEMBER 15, 2025  
(Relates to ECF No. \_\_\_\_)**

Upon the application (the “*Application*”) of the Debtors for entry of an order authorizing the Debtors to employ and retain Quinn Emanuel Urquhart & Sullivan LLP (“*Quinn Emanuel*”) as their bankruptcy co-counsel effective as of September 15, 2025; and the Court having reviewed the Application, the Kirpalani Declaration, and the Khan Declaration; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and the Court having found that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied, based on

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

the representations made in the Application and the Kirpalani Declaration that Quinn Emanuel is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Quinn Emanuel does not hold or represent an interest adverse to the Debtors’ estates; and any objections to the Application having been resolved or overruled; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest, it is hereby

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

1. The Application is granted to the extent set forth herein.
2. Pursuant to sections 327(a) and 329 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014-1 and 2016-1, the Debtors, as debtors in possession, are authorized to employ and retain Quinn Emanuel as counsel to the Special Committee effective as of September 15, 2025, in accordance with the terms and conditions set forth in the Application and in the Engagement Letter.
3. Quinn Emanuel is authorized to provide the Special Committee with the professional services described in the Application and the Engagement Letter.
4. Quinn Emanuel shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable procedures and orders of the Court.

5. 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 Debtors, the U.S. Trustee, and the Creditors' Committee, which notice shall explain the basis for the requested rate increases in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to such rate increases.

6. Quinn Emanuel shall not charge a markup to the Debtors with respect to fees billed by contract attorneys who are hired by Quinn Emanuel to provide services to the Debtors or the Special 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.

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

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

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

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

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

Signed: \_\_\_\_\_, 2025  
Houston, Texas

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ALFREDO R. PEREZ  
UNITED STATES BANKRUPTCY JUDGE