

ENTERED

November 14, 2025

Nathan Ochsner, Clerk

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

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

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

[Relates to Docket No. 567]

Upon the application (the “**Application**”)² of the Debtors for entry of an order (this “**Order**”) authorizing the retention and employment of Cresa, LLC (“**Cresa**”) as their real estate consultant and advisor in accordance with the terms and conditions set forth the Services Agreement; and the Court having reviewed the Application and the Gregg Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. § 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is

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

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



259030925111400000000001

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

ORDERED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

Signed: November 14, 2025


Alfredo R Pérez
United States Bankruptcy Judge