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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

**DEBTORS' MOTION FOR  
ENTRY OF INTERIM AND FINAL ORDERS  
AUTHORIZING THEM TO CONTINUE CUSTOMER  
PROGRAMS IN THE ORDINARY COURSE AND  
HONOR RELATED PREPETITION OBLIGATIONS**

<sup>1</sup> The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the "**Chapter 11 Cases**"), with each one's tax identification number, principal office address and former names and trade names, is available on the website of the Debtors' noticing agent at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors' service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The above-captioned debtors and debtors in possession (the “**Debtors**” or “**USS**”) respectfully state as follows in support of this motion (the “**Motion**”).

### **RELIEF REQUESTED**

1. The Debtors seek entry of an order authorizing them to (i) continue their customer programs in the ordinary course, consistent with prepetition practice and (ii) pay prepetition claims incurred in connection therewith. A proposed form of the interim order (the “**Interim Order**”) is attached as **Exhibit A-1** to this Motion, and a proposed form of the final order (the “**Final Order**”) is attached as **Exhibit A-2**.

2. The principal statutory bases for the relief requested in this Motion are sections 105(a), 363(b), and 503(b)(9) of title 11 of the U.S. Code (the “**Bankruptcy Code**”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 9013-1 and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”), and section V.a of the Chapter 11 Complex Case Procedures (Dec. 2, 2025) (the “**Complex Case Procedures**”).

### **JURISDICTION AND VENUE**

3. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. § 1334. This case has been referred to the Court pursuant to 28 U.S.C. § 157(a) by the *Standing Order of Reference to the Bankruptcy Court under Title 11* (D.N.J. amended June 6, 2025) (Bumb, C.J.). This Motion is a core proceeding under 28 U.S.C. § 157(b). The Debtors consent to the Court’s entry of a final order on this Motion if it is determined that the Court cannot otherwise enter a final order or judgment consistent with article III of the U.S. Constitution. Venue in the Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

## **BACKGROUND**

### **I. UNITED SITE SERVICES**

4. USS is one of the United States' leading providers of portable restrooms and complementary site services. USS's primary service is portable sanitation: convenient access to regularly serviced portable restrooms and sinks across a variety of settings, including special events, construction sites, and other agricultural and industrial settings that lack sufficient permanent facilities. USS owns approximately 350,000 portable restrooms, which range from plastic single-user units to luxury mobile trailers with running water, electricity and air conditioning.

5. In addition to portable restrooms, as part of its core services, USS offers hand hygiene stations ranging from alcohol-based sanitizer stations to portable sinks with soap and water. In addition to these services, USS offers a range of complementary services, such as temporary fences, crowd control barricades, roll-off dumpsters, modular storage, and temporary power sources. USS also offers non-hazardous liquid waste removal services, by pumping and hauling high volumes of liquid waste from commercial settings, such as grease traps from restaurants, underground water from construction sites, and leachate from landfills.

6. USS is headquartered in Westborough, Massachusetts and has over 3,000 employees.

7. On December 29, 2025 (the "**Petition Date**"), each Debtor commenced a case under chapter 11 of the Bankruptcy Code by filing a voluntary petition for relief. The Debtors are operating their business as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee, examiner or official committee has been appointed. These Chapter 11 Cases are prepackaged cases commenced for the purpose of implementing a comprehensive restructuring in accordance with the terms of a restructuring support agreement. The Debtors commenced solicitation of votes on a plan of reorganization reflecting the terms of the restructuring support agreement prior to commencing these Chapter 11 Cases, and filed that plan of reorganization with the Court contemporaneously herewith.

8. For further information about USS, its business operations, assets and capital structure, and the circumstances that led to the filing of the Chapter 11 Cases, USS refers to the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* (the “**First Day Declaration**”), which was filed contemporaneously with this Motion and the Debtors’ voluntary petitions for relief.<sup>2</sup>

## II. CUSTOMER PROGRAMS

9. In the ordinary course of business, USS maintains certain customer programs designed to address advance payments, billing adjustments, and volume-based purchasing arrangements (collectively, the “**Customer Programs**”). These Customer Programs primarily consist of (a) customer credits issued in connection with unused or partially unused services, billing adjustments, or other customer accommodations, and (b) volume rebate programs that provide discounts to customers who satisfy specified annual purchase thresholds. The Customer Programs are a customary and integral component of USS’s customer relationships and are administered as part of its normal billing and accounts payable processes.

### A. Customer Credits

10. In the ordinary course of business, the Debtors may be required to issue credits to customers for unused or partially unused services (the “**Customer Credits**”). Such circumstances may arise, for example, when customers prepay for services that are subsequently canceled, modified, or only partially utilized. Customer Credits are generally applied as a credit against future invoices, although in certain instances, they may be refunded to the customer in cash at the customer’s election or as required under applicable contractual arrangements. Over the twelve-month period preceding the Petition Date, the Debtors paid out an average of approximately \$400,000 per month in cash on account of Customer Credits. As of the Petition Date, total outstanding Customer Credits are estimated to be approximately \$14.9 million.

<sup>2</sup> Capitalized terms used but not defined in this Motion have the meanings ascribed to them in the First Day Declaration.

**B. Volume Rebate Programs**

11. Certain customers receive volume-based discounts if annual purchase thresholds are met in the form of rebates or credits (the “**Volume Rebates**”), which are typically settled via accounts payable check payments or credit memos. These programs are an important element of USS’s relationship with certain customers. The cost for the Volume Rebates was approximately \$300,000 in 2024 and less than \$200,000 for the nine months of 2025 ending September 30, 2025. It is expected that the total cost of the Volume Rebates for 2025 will be approximately \$300,000.

12. The Customer Programs play an important role in the Debtors’ customer relationships. Continuation of the Customer Programs, including honoring prepetition obligations, in the ordinary course is essential to maintaining goodwill, ensuring customer satisfaction, and preserving the Debtors’ revenue streams during the Chapter 11 Cases. Any failure to continue these programs and satisfy prepetition obligations would harm customer relationships, jeopardize the Debtors’ reputation in the marketplace, and threaten the value of the Debtors’ business as a going concern.

13. Accordingly, the Debtors are seeking authority to continue the Customer Programs in the ordinary course, as well as to pay the obligations related to the Customer Program, regardless of whether such obligations were incurred pre- or postpetition.

**BASIS FOR RELIEF**

**I. THE COURT HAS AMPLE POWER TO AUTHORIZE PAYMENT OF PREPETITION AMOUNTS OWED IN CONNECTION WITH THE CUSTOMER PROGRAMS.**

14. The Court may authorize USS to honor obligations owed in connection with its Customer Programs upon three overlapping bases: under section 363(b) of the Bankruptcy Code, under section 105(a) of the Bankruptcy Code, and under the equitable “doctrine of necessity.” *Cf. Czyzewski v. Jevic*, 580 U.S. 451, 468 (2017) (noting with approval that “[c]ourts . . . have approved ‘first-day’ wage orders that allow payment of employees’ prepetition wages [and] ‘critical vendor’ orders that allow payment of essential suppliers’ prepetition invoices” where “the distributions at

issue would ‘enable a successful reorganization and make even the disfavored creditors better off’” (quoting *In re Kmart Corp.*, 359 F.3d 866, 872 (7th Cir. 2004))).

15. First, section 363(b) of the Bankruptcy Code provides, in relevant part, that “[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). This provision grants a court broad flexibility to authorize a debtor to pay petition claims where a sound business purpose exists. *See In re Diocese of Camden*, 653 B.R. 722, 741 (Bankr. D.N.J. 2023) (“In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a ‘business judgment test.’”) (quoting *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D. Del. 1999)); *see also City of Rockford v. Mallinckrodt PLC (In re Mallinckrodt PLC)*, Civ. No. 21-167-LPS, 2022 WL 906458, at \*6 (D. Del. Mar. 28, 2022) (“The legal standard applicable to . . . § 363(b) . . . is the business judgment test, under which a bankruptcy court will authorize debtor-initiated actions if the debtor shows that ‘a sound business purpose justifies’ such actions.”) (quoting *Culp v. Stanziale (In re Culp)*, 545 B.R. 827, 844 (D. Del. 2016)); *In re Filene’s Basement, LLC*, Case No. 11-13511, 2014 WL 1713416, at \*12 (Bankr. D. Del. Apr. 29, 2014) (“[W]here the debtor articulates a reasonable basis for its business decisions . . . courts will generally not entertain objections to the debtor’s conduct.”) (internal quotation omitted); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (noting that section 363(b) gives the court “broad flexibility” to allow the debtor to pay prepetition wages as long as the debtor articulates a business justification).

16. Once a debtor articulates a valid business justification, a presumption exists in favor of the debtor’s business judgment. *See, e.g., Stanziale v. Nachtoml (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005) (“Overcoming the presumptions of the business judgment rule on the merits is a near-Herculean task.”); *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985) (describing the business judgment rule as “a presumption that in making a business decision, the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken

was in the best interests of the company”) (citations omitted). Thus, if a transaction satisfies the business judgment rule, it should be approved under section 363(b) of the Bankruptcy Code.

17. Second, the Court may authorize payment of prepetition claims in appropriate circumstances under § 105(a) of the Bankruptcy Code. Section 105(a) codifies bankruptcy courts’ inherent equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” Under section 105(a), courts may authorize pre-plan payments of prepetition obligations when essential to the continued operation of a debtor’s business or preservation of its asset value. *See In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002) (noting that “it is only logical that the bankruptcy court be able to use [s]ection 105(a) of the [Bankruptcy] Code to authorize satisfaction of the prepetition claim in aid of preservation or enhancement of the estate” and holding that section 105(a) provides a statutory basis for payments where necessary to fulfill the debtor’s fiduciary duties under section 1107(a)); *In re Just for Feet, Inc.*, 242 B.R. 821, 824 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code “provides a statutory basis for the payment of pre-petition claims”); *In re Ionosphere Clubs*, 98 B.R. at 175 (observing that the bankruptcy court’s ability to authorize payment of pre-petition debt under section 105(a) is “not a novel concept”); *In re Quality Interiors, Inc.*, 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) (“[P]ayment by a debtor-in- possession of pre-petition claims outside of a confirmed plan of reorganization is generally prohibited by the Bankruptcy Code,” but “[a] general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment.”).

18. Third, this understanding of section 105(a) of the Bankruptcy Code has its basis in the longstanding equitable “doctrine of necessity,” which allows bankruptcy courts to exercise their equitable powers to allow a debtor to make payments of critical prepetition claims that are not explicitly authorized by the Bankruptcy Code. *See In re Lehigh & New Eng. Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor’s continued operations); *In re Energy Future Holdings Corp.*, 561 B.R. 630, 642–643 (Bankr. D. Del. 2016) (acknowledging that the “‘necessity of payment’ rule is

intended to benefit all parties and is applicable when such payment is critical to the Debtors' reorganization") (internal citations omitted); *CoServ, L.L.C.*, 273 B.R. at 497 (recognizing the doctrine of necessity for purposes of approving a motion to pay prepetition claims). The doctrine of necessity promotes a debtor's rehabilitation, which is "the paramount policy and goal of Chapter 11." *In re Ionosphere Clubs, Inc.*, 98 B.R. at 175–176 ("The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept."); *see also In re Just for Feet, Inc.*, 242 B.R. at 825–826 ("The necessity of payment doctrine recognizes that paying certain pre-petition claims may be necessary to realize the goal of chapter 11—a successful reorganization.") (citing *In re Lehigh & New Eng. Ry. Co.*, 657 F.2d at 581); *Armstrong World Indus., Inc. v. James A. Phillips, Inc.*, (*In re James A. Phillips, Inc.*), 29 B.R. 391, 398 (S.D.N.Y. 1983).

19. Moreover, courts have held that, under some circumstances, a debtor can satisfy its fiduciary duties only by paying certain prepetition claims to the extent authorized by the Court. *See, e.g., CoServ, L.L.C.*, 273 B.R. at 497 (noting instances in which a debtor can fulfill its fiduciary duties "only . . . by the preplan satisfaction of a prepetition claim"). This independent reason should provide additional comfort to the Court that, as explained below, the requested relief is in the best interest of USS's estates.

## **II. SOUND BUSINESS PURPOSE EXISTS FOR MAKING PAYMENTS IN CONNECTION WITH THE CUSTOMER PROGRAMS.**

### **A. Payments Under the Customer Programs Are Crucial to USS Continuing to Provide Uninterrupted Services.**

20. USS's customers often have many options for the portable restrooms and other site services that USS provides, and may turn quickly to alternative providers if USS cannot maintain its ability to provide services at the same cost and quality that it has offered outside bankruptcy. Therefore, to succeed in its financial reorganization, USS must act immediately to preserve its customer relationships. USS has already engaged in a proactive communications campaign to assure customers that its operations will continue throughout the bankruptcy process. It will be difficult, however, to retain those customers if USS cannot honor its prepetition commitments



under the Customer Programs. The risk of customer and revenue loss far exceeds the cost to maintain the Customer Programs.

**B. The Customer Programs Will Not Impair the Interests of Other Creditors.**

21. Honoring the Customer Programs will not impair the interests of other creditors, both because the Customer Programs are necessary to support USS's business value and because many of USS's customers would in any event be entitled to full satisfaction of USS's customer program obligations. In many instances, a discount, rebate or similar concession has been incorporated into the purchase order or other agreement that forms a contract between USS and its customer. In that case, it is likely that the customer would be entitled to recoup its pricing concession from future payments to USS, even after the Petition Date. *See In re Holford*, 896 F.2d 176, 178 (5th Cir. 1990) (describing recoupment as "an equitable doctrine designed to determine a just liability on the plaintiff's claim" and holding that "recoupment is not subject to the automatic stay of section 362(a) . . . ." (internal quotation omitted)). It would hardly be a cost-effective use of estate assets to force USS's counsel to analyze whether thousands of discrete customer transactions satisfy the technical requirements of recoupment or to force USS's sales teams to haggle with customers over the denial of promised discounts.

22. USS submits that courts in this and other districts routinely authorize similar relief. *See In re Del Monte Foods Corp. II Inc.*, No. 25-16984 (MKB) (Bankr. D.N.J. Aug. 5, 2025) [Dkt. No. 305]; *In re New Rite Aid, LLC*, No-25-14861 (MBK) (Bankr. D.N.J. June 9, 2025) [Dkt. No. 766]; *In re Thrasio Holdings, Inc.*, No-24-11840 (CMG) (Bankr. D.N.J. April 4, 2024) [Dkt. No. 295]; *In re Bowflex Inc.*, No. 24-12364 (ABA) (Bankr. D.N.J. March 28, 2024) [Dkt. No. 169]; *In re Careismatic Brands, LLC*, No. 24-10561 (VFP) (Bankr. D.N.J. February 29, 2024) [Dkt. No. 334].

**III. PROCESSING OF CHECKS AND ELECTRONIC FUND TRANSFERS SHOULD BE AUTHORIZED**

23. USS has sufficient funds to pay the amounts described in this Motion in the ordinary course by virtue of expected cash flows from ongoing operations and anticipated access to debtor

in possession financing and cash collateral. USS's existing cash management system enables it to readily identify checks and wire or ACH requests relating to payments authorized by this Court. Accordingly, USS respectfully requests that all applicable financial institutions be authorized and directed, when requested by USS, to receive, process, honor, and pay any and all checks, drafts, wires, ACH transfers, and other electronic payment instructions issued or to be issued by USS on account of obligations authorized to be paid pursuant to this Motion and any other motions granted by the Court.

#### **IV. THE MOTION IS PROCEDURALLY APPROPRIATE**

##### **A. The Requirements of Bankruptcy Rule 6003(a) Are Satisfied**

24. Bankruptcy Rule 6003 allows a court to grant relief within the first 21 days of a case to the extent that "relief is needed to avoid immediate and irreparable harm." Pursuant to that Bankruptcy Rule, the Debtors request expedited consideration of this Motion. As described above, continuation of the Customers Programs is a cost-effective and essential means to maintain USS's business relationships with its current customers. For these reasons, the Debtors have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003, and the Motion should be granted on an expedited basis.

##### **B. Waiver of Bankruptcy Rules 6004(a) and 6004(h)**

25. To implement the foregoing successfully, the Court should waive the 21-day notice period of Bankruptcy Rules 6004(a) and 2002(a)(2), and the 14-day stay imposed by Bankruptcy Rule 6004(h).

##### **C. Reservation of Rights**

26. Notwithstanding anything to the contrary herein, nothing contained in this Motion or any actions taken pursuant to any order granting the relief requested by this Motion is intended or should be construed as (a) an implication or admission as to the amount of, basis for, or validity of any particular claim against USS under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of USS's or any other party in interest's rights to dispute any particular claim on

any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission, or finding that any particular claim is an administrative expense claim, other priority claim, or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission by USS as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of USS's estates; (g) a waiver or limitation of USS's or any other party in interest's claims, causes of action, or other rights under the Bankruptcy Code or any other applicable law; (h) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy under section 365 of the Bankruptcy Code; (i) a concession by USS that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the relief requested in this Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) otherwise affecting USS's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease. If the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

**D. Notice**

27. Notice of this Motion will be provided to (a) the Office of the U.S. Trustee for Region 3 (Newark office); (b) the creditors holding the thirty largest unsecured claims, according to the consolidated list filed by the Debtors with their petitions; (c) the administrative agent or indenture trustee (as applicable) for the ABL Facility, each of the 2024 First Lien Facilities, Amended Term Loans, and the Amended Unsecured Notes; (d) counsel to the Ad Hoc Group; (e) counsel to Clearlake Capital Group, L.P.; (f) counsel to Platinum; (g) counsel to CastleKnight; (h) the Internal Revenue Service; (i) the Office of the U.S. Attorney for the District of New Jersey; (j) all applicable banks and financial institutions; and (k) any other party that has requested notice

pursuant to Bankruptcy Rule 2002. Pursuant to Complex Case Procedures § V(a)(iii)-(iv), the Debtors will also (A) post this Motion conspicuously on the noticing agent's website and (B) provide notice of an order granting the request for expedited consideration of this Motion by hand delivery, fax, email, overnight mail, or next-day U.S. mail on (1) the parties on the master service list and (2) all applicable banks and financial institutions. The Debtors respectfully submit that no further notice is required under the circumstances.

*[Remainder of page intentionally blank]*

Upon the foregoing Motion, the Debtors respectfully request that the Court (a) at an initial hearing in these cases, (i) enter an order, substantially in the form attached to the Motion as **Exhibit A-1**, granting the Motion on an interim basis, and (ii) schedule a hearing for consideration of the Motion on a final basis; (b) at a subsequent hearing, enter an order, substantially in the form attached to the Motion as **Exhibit A-2**, granting the Motion on a final basis, and (c) grant such other relief as is just and proper.

Dated: December 29, 2025

Respectfully submitted,

/s/ Michael D. Sirota

**COLE SCHOTZ P.C.**

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*Proposed Co-Counsel to the Debtors*

**EXHIBIT A-1 TO CUSTOMER PROGRAMS MOTION  
PROPOSED INTERIM ORDER**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

*In re*

**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

**INTERIM ORDER  
AUTHORIZING THE DEBTORS TO CONTINUE  
CUSTOMER PROGRAMS IN THE ORDINARY COURSE  
AND HONOR RELATED PREPETITION OBLIGATIONS**

The relief set forth on the following pages, numbered three (3) through six (6), is  
**ORDERED.**

<sup>1</sup> The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Westborough, MA 01581.

**Caption in compliance with D.N.J. LBR 9004-1(b)**

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and Debtors in Possession*



(Page 3)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order Authorizing the Debtors to Continue Customer Programs in the Ordinary Course and Honor Related Prepetition Obligations

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Upon the motion (the “**Motion**”)<sup>1</sup> of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an interim order (this “**Interim Order**”) authorizing them to (i) continue their customer programs in the ordinary course, consistent with prepetition practice and (ii) pay prepetition claims incurred in connection therewith; and the Court having jurisdiction to decide the Motion and to enter this Interim Order pursuant to 28 U.S.C. § 1334; and these chapter 11 cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Interim Order; and it appearing that interim relief is justified to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. A hearing to consider the Motion on a final basis shall be held on \_\_\_\_\_, **2026**, at \_\_\_\_\_ (**ET**). Any objection or response to entry of an order granting the Motion on a final basis shall be filed by \_\_\_\_\_, **2026**, at **4:00 p.m. (ET)**, and served so as to be actually received by (a) proposed co-counsel to the Debtors, (i) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne (DDunne@Milbank.com), Samuel A. Khalil (SKhalil@Milbank.com), Matthew Brod (MBrod@Milbank.com), Lauren C. Doyle (LDoyle@Milbank.com), and Benjamin M. Schak (BSchak@Milbank.com)) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota (MSirota@coleschotz.com), Felice R. Yudkin

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

(Page 4)

Debtors: United Site Services, Inc. *et al.*

Case No.: 25-[●] (●)

Caption of Order: Interim Order Authorizing the Debtors to Continue Customer Programs in the Ordinary Course and Honor Related Prepetition Obligations

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(FYudkin@coleschotz.com), and Daniel J. Harris (DHarris@coleschotz.com)); (b) the Office of the United States Trustee for Region 3, One Newark Center, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder (Jeffrey.M.Sponder@usdoj.gov) and Samantha S. Lieb (Samantha.Lieb2@usdoj.gov)); (c) counsel to the Ad Hoc Group, (i) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street N.W., Washington, DC 20006 (Attn: Scott L. Alberino (SAlberino@AkinGump.com)) and 2300 N. Field Street, Ste. 1800, Dallas, TX 75201 (Attn: Zach Lanier (ZLanier@AkinGump.com)) and (ii) Pashman Stein Walder Hayden, P.C., 101 Crawford's Corner Road, Ste. 4202, Holmdel, NJ 07722 (Attn: John W. Weiss (JWeiss@PashmanStein.com)); and (d) counsel to any statutory committee appointed in these Chapter 11 Cases. If no such objection is timely filed and served, the Court may enter an order granting the Motion on a final basis without convening the hearing.

3. The Debtors are authorized, but not directed, on an interim basis, to continue to administer the Customer Programs currently in effect and honor any undisputed prepetition obligations related to the Customer Programs, in each case, in the ordinary course of business, consistent with prepetition practices, and to modify, replace, or terminate any customer program in the ordinary course of business.

4. Notwithstanding anything to the contrary in this Interim Order, the Debtors' authorization to make payments in satisfaction of prepetition obligations related to the Customer Programs pursuant to this Interim Order is limited to an aggregate amount of \$20,000 prior to entry of an order resolving the Motion on a final basis.

5. Nothing contained in the Motion or this Interim Order or any actions taken by the Debtors pursuant to the relief granted by this Interim Order is intended (and should not be construed) as: (a) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type described in the Motion

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or any order granting the relief requested therein; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on, the property of the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens security interests, and other encumbrances; or (g) a waiver of any claims or causes of action, which may exist against any entity under the Bankruptcy Code or any other applicable law.

6. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Customer Programs approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized, but not directed, to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

7. As soon as practicable after entry of this Interim Order, but not later than two (2) business days thereafter, the Debtors shall serve a copy of this Interim Order on each applicable bank and financial institution that is directed to comply with the terms of this Interim Order.

8. The Debtors are authorized, on an interim basis, to issue or effectuate, as applicable, checks, wire transfers, ACH transfers, and other debits or electronic means, in replacement of any checks or fund transfer requests that are dishonored because of the filing of the Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under this Interim Order or any other order of the Court.

9. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, under this Interim Order, shall be subject to the "Approved Budget" as defined in the orders of the Court approving the debtor in possession financing in these Chapter 11 Cases.

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10. Notice of the Motion as described therein shall be deemed good and sufficient notice of the Motion and the relief requested therein, and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h) or any other provision of the Bankruptcy Rules or Local Rules, this Interim Order shall be effective and enforceable immediately upon its entry.

12. The Debtors shall serve this Interim Order, within 48 hours after its entry, by first class mail or email on the parties entitled to receive service pursuant to Local Rule 9013-5(f).

13. Any party may move for modification of this Interim Order in accordance with Local Rule 9013-5(e).

14. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Interim Order.

15. The Court retains jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Interim Order.

**EXHIBIT A-2 TO CUSTOMER PROGRAMS MOTION**  
**PROPOSED FINAL ORDER**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

*In re*

**UNITED SITE SERVICES, INC. *et al.***,<sup>1</sup>  
Debtors.

Case No. 25-[●] (●)

Chapter 11

(Joint Administration Requested)

**FINAL ORDER  
AUTHORIZING THE DEBTORS TO CONTINUE  
CUSTOMER PROGRAMS IN THE ORDINARY COURSE  
AND HONOR RELATED PREPETITION OBLIGATIONS**

The relief set forth on the following pages, numbered three (3) through five (5), is  
**ORDERED.**

<sup>1</sup> The last four digits of the tax identification number of United Site Services, Inc. are 3387. A complete list of the Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), with each one’s tax identification number, principal office address and former names and trade names, is available on the website of the Debtors’ noticing agent at [www.veritaglobal.net/USS](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.

**Caption in compliance with D.N.J. LBR 9004-1(b)**

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*Proposed Co-Counsel to the Debtors  
and Debtors in Possession*

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Upon the motion (the “**Motion**”)<sup>1</sup> of the above-captioned debtors (collectively, the “**Debtors**”) for entry of a final order (this “**Final Order**”) authorizing them to (i) continue their customer programs in the ordinary course, consistent with prepetition practice and (ii) pay prepetition claims incurred in connection therewith; and the Court having jurisdiction to decide the Motion and to enter this Final Order pursuant to 28 U.S.C. § 1334; and these Chapter 11 Cases having been referred to this Court by standing order of the U.S. District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Final Order; and it appearing that immediate relief is justified to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to continue to administer the Customer Programs currently in effect and honor any undisputed prepetition obligations related to the Customer Programs, in each case, in the ordinary course of business, consistent with prepetition practices, and to modify, replace, or terminate any customer program in the ordinary course of business.
3. Nothing contained in the Motion or this Final Order or any actions taken by the Debtors pursuant to the relief granted by this Final Order is intended (and should not be construed) as: (a) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the Debtors’ or any other

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.



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party's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type described in the Motion or any order granting the relief requested therein; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on, the property of the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens security interests, and other encumbrances; or (g) a waiver of any claims or causes of action, which may exist against any entity under the Bankruptcy Code or any other applicable law.

4. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Customer Programs approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized, but not directed, to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

5. As soon as practicable after entry of this Final Order but not later than two (2) business days thereafter, the Debtors shall serve a copy of this Final Order on each applicable bank and financial institution that is directed to comply with the terms of this Final Order.

6. The Debtors are authorized to issue or effectuate, as applicable, checks, wire transfers, ACH transfers, and other debits or electronic means, in replacement of any checks or fund transfer requests that are dishonored because of the filing of the Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under this Final Order or any other order of the Court.

7. Notwithstanding anything to the contrary in this Final Order, any payment made, or authorization contained, under this Final Order, shall be subject to the "Approved Budget" as

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Debtors: United Site Services, Inc. *et al.*

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defined in the orders of the Court approving the debtor in possession financing in these Chapter 11 Cases.

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

9. Notwithstanding Bankruptcy Rule 6004(h) any other provision of the Bankruptcy Rules or Local Rules, this Final Order shall be effective and enforceable immediately upon its entry.

10. The Debtors and their agents are authorized to take all steps necessary or appropriate to carry out this Final Order.

11. The Court retains jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of this Final Order.