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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 (I) PAY PREPETITION EMPLOYEE  
COMPENSATION AND BENEFITS AND (II) MAINTAIN  
EMPLOYEE COMPENSATION AND BENEFIT PROGRAMS**

<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 it to (a) continue to maintain, in the ordinary course, its Compensation and Benefits programs (as defined below) and (b) pay prepetition amounts owed in connection with the foregoing in the ordinary course of business. 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 507(a) 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 2002-1, 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. OVERVIEW OF USS’S WORKFORCE

9. As of the Petition Date, USS employs 3,209 individuals (the “**Employees**”), of which 3,192 are full-time and 17 are part-time, primarily across 27 states. None of the Employees are subject to a collective bargaining agreement. Employees are paid on an hourly or salaried basis. USS also supplements its workforce with independent contractors (the “**Independent Contractors**”) and temporary personnel obtained through third-party staffing agencies (the “**Agency Workers**”).

10. Employees, Independent Contractors, and Agency Workers are critical to USS’s operations, including field operations, sales, finance, accounting, information technology, and customer service that facilitate the managing and servicing of portable sanitation and complementary site services. In many cases, Employees possess unique skills, experience, and expertise necessary for USS’s core business activities, and are intimately familiar with USS’s business, processes, and systems.

11. Without the continued, uninterrupted services of its workforce, USS’s ability to conduct its business operations during these Chapter 11 Cases will be materially impaired. In addition, many individuals rely on their Compensation and Benefits to pay their daily living expenses and support their families; they will be exposed to severe financial hardship if USS cannot continue compensating them and, in the case of Employees, maintaining certain benefit

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

programs. Consequently, the relief requested herein is necessary and appropriate under the facts and circumstances of the Chapter 11 Cases.

### III. COMPENSATION AND BENEFITS

12. USS maintains various compensation and benefits programs and pays administrative fees, premiums, and other costs in connection therewith, which include Salaries and Wages, Sales Commissions, Independent Contractor Obligations, Agency Worker Obligations, Payroll Processing, Deductions and Payroll Taxes, Expense Reimbursements, Incentive Programs, the Non-Insider Retention Program, Non-Insider Severance, and Director Compensation Obligations, (each as defined below and, collectively, the “**Compensation Obligations**”), as well as Health and Welfare Plans, the 401(k) Plan, and Employee Leave Benefits (each as defined herein and, collectively, the “**Employee Benefits**” and, together with the Compensation Obligations, the “**Compensation and Benefits**”).

13. During the twelve months prior to the Petition Date, on average, USS incurred approximately \$29.7 million per month in obligations relating to the Compensation and Benefits. USS estimates that, as of the Petition Date, approximately \$27.5 million is outstanding on account of the Compensation and Benefits, of which USS is seeking authority to pay approximately \$16.5 million before the Final Order has been entered (the “**Interim Period**”). Other than with respect to accrued paid time off, USS does not believe it owes prepetition Compensation and Benefits to any Employee in excess of the statutory priority claim cap under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code of \$17,150.

#### A. Compensation Obligations

14. Set forth below is a summary of the estimated amounts of prepetition Compensation Obligations that USS believes it owes and is seeking authority to pay:

Compensation Obligation	Approx. Amount Outstanding as of Petition Date	Approx. Amount Due and Owing During Interim Period
Salaries and Wages	\$5,500,000	\$5,500,000
Sales Commissions	\$1,200,000	\$1,200,000

<b>Compensation Obligation</b>	<b>Approx. Amount Outstanding as of Petition Date</b>	<b>Approx. Amount Due and Owing During Interim Period</b>
Independent Contractor Obligations	\$100,000	\$100,000
Agency Worker Obligations	\$1,100,000	\$1,100,000
Payroll Processing	\$200,000	\$200,000
Deductions and Payroll Taxes	\$2,800,000	\$2,800,000
Expense Reimbursements	\$200,000	\$200,000
Incentive Programs	\$100,000	\$100,000
Non-Insider Retention	\$0	\$0
Non-Insider Severance	\$200,000	\$100,000
Director Compensation	\$0	\$0
<b>Total</b>	<b>\$11,400,000</b>	<b>\$11,300,000</b>

# **1. Salaries and Wages**

15. In the ordinary course of business, USS incurs obligations to its Employees for wages, salaries, and other compensation (collectively, the “**Salaries and Wages**”), which are paid on a weekly basis for hourly Employees and on a semi-monthly basis for salaried Employees, in arrears of one to two weeks (as applicable). During the 12 months prior to the Petition Date, USS paid approximately \$20.3 million per month on account of the Salaries and Wages.<sup>3</sup>

16. Because the Employees are regularly paid in arrears, certain Employees will be owed accrued but unpaid Salaries and Wages as of the Petition Date. As of the Petition Date, USS estimates that it owes approximately \$5.5 million on account of accrued but unpaid Salaries and Wages. USS seeks authority to continue paying Salaries and Wages in the ordinary course of

<sup>3</sup> Employee Compensation of \$20.3 million represents gross salaries and wages, including overtime.

business, as well as to pay any Salaries and Wages that accrued prepetition and remained unpaid on the Petition Date.

## **2. Sales Commissions**

17. Approximately 200 regular, full-time non-insider Employees in commercial sales-related positions also earn commission-based compensation based on performance associated with sales growth in their respective territories (the “**Sales Commissions**”).<sup>4</sup> Eligible Employees are paid monthly incentive amounts based on achieving certain sales targets. The Sales Commissions are calculated as a percent of an Employee’s defined sales targets and are paid every month for the prior month. During the 12 months prior to the Petition Date, USS paid, on average, approximately \$1.0 million per month in Sales Commissions. Earned Commissions are paid monthly, one month in arrears. As of the Petition Date, USS estimates that it owes approximately \$1.2 million for obligations related to the Sales Commissions. USS seeks authority to continue honoring obligations related to Sales Commissions in the ordinary course of business, as well as to pay any Sales Commissions that accrued prepetition but remained unpaid on the Petition Date.

## **3. Independent Contractor Obligations**

18. In addition, USS utilizes approximately ten Independent Contractors who work side-by-side with the Employees to provide operational support, including with respect to information technology, finance, human resources and marketing. USS generally compensates the Independent Contractors pursuant to consulting agreements and statements of work. The Independent Contractors are generally paid on a monthly basis (such payments, the “**Independent Contractor Obligations**”).

19. During the 12 months prior to the Petition Date, USS paid approximately \$100,000 per month on account of the Independent Contractor Obligations. As of the Petition Date, USS estimates that it owes approximately \$100,000 to Independent Contractors on account of accrued

<sup>4</sup> As part of the Sales Incentive Plan, USS also maintains a Distributor Sales Incentive Plan, which rewards participants for sales growth in certain distributor accounts in their respective geographic territories.

but unpaid Independent Contractor Obligations. USS seeks authority to continue employing Independent Contractors and honoring Independent Contractor Obligations in the ordinary course of business, as well as to pay any Independent Contractor Obligations that accrued prepetition but remained unpaid on the Petition Date.

#### **4. *Agency Worker Obligations***

20. In the ordinary course of business, USS relies on third-party staffing agencies to provide approximately 200 Agency Workers to supplement its workforce in connection with both field operations, such as installing and servicing portable restrooms and other equipment, and corporate administration, such as information technology, legal, human resources, finance and accounting. USS typically makes monthly payments to the staffing agencies based on periodic invoices (the “**Agency Worker Obligations**”).

21. On average, USS pays approximately \$700,000 per month on account of the Agency Worker Obligations. As of the Petition Date, USS estimates that it owes approximately \$1.1 million on account of accrued but unpaid Agency Worker Obligations. USS seeks authority to continue supplementing its workforce with Agency Workers and paying the Agency Worker Obligations in the ordinary course of business, as well as to pay any Agency Worker Obligations that accrued prepetition but remained unpaid on the Petition Date.

#### **5. *Payroll Processing***

22. USS utilizes payroll processing programs provided by UKG, Inc. (“**UKG**”). During the 12 months prior to the Petition Date, USS paid approximately \$200,000 per month on account of payroll processing fees and costs to UKG (the “**Payroll Processing Costs**”). As of the Petition Date, USS estimates that it owes approximately \$200,000 on account of Payroll Processing Costs. USS seeks authority to continue incurring the Payroll Processing Costs in the ordinary course of business, as well as to pay any Payroll Processing Costs that accrued prepetition but remained unpaid on the Petition Date.

**6. *Deductions and Payroll Taxes***

23. During each payroll period, USS deducts certain amounts from Salaries and Wages, including, without limitation, on account of garnishments, child support, and similar legally-ordered deductions, as well as pre-tax and after-tax deductions pursuant to certain employee benefit plans discussed below, such as healthcare benefits and insurance premiums, 401(k) plan deferrals, and miscellaneous deductions (collectively, the “**Deductions**”). Additionally, certain federal, state, and local laws require that USS withhold certain amounts from Employees’ gross pay on account of federal, state, and local income taxes, Social Security, and Medicare taxes (collectively, the “**Employee Payroll Taxes**”) for remittance to the applicable taxing authorities in accordance with the authorities’ respective guidelines, rules, schedules, or regulations. USS must also pay additional amounts from its own funds for federal and state unemployment insurance and Social Security and Medicare taxes based upon a percentage of gross payroll (collectively, the “**Company Payroll Taxes**” and, together with the Employee Payroll Taxes and Deductions, the “**Deductions and Payroll Taxes**”).

24. During the 12 months prior to the Petition Date, USS paid or withheld and remitted, as applicable, approximately \$9.2 million per month on account of the Deductions and Payroll Taxes. As of the Petition Date, USS estimates that it owes approximately \$2.8 million in unremitted amounts on account of Deductions and Payroll Taxes. USS seeks authority to continue paying or withholding and remitting, as applicable, all Deductions and Payroll Taxes in the ordinary course of business, as well as to pay or withhold and remit to the appropriate parties, any Deductions and Payroll Taxes that accrued prepetition but remained unpaid or unremitted, as applicable, on the Petition Date.

**7. *Expense Reimbursements***

25. In the ordinary course of business, USS reimburses approximately 400 Employees for certain reasonable and necessary expenses incurred and paid by Employees on USS’s behalf, including, but not limited to, expenses for travel, meals, ground transportation, parking, supplies and equipment, professional development, and other expenses reasonably incurred by Employees

in connection with performance of their duties in the ordinary course of business (the “**Expense Reimbursements**”).

26. During the 12 months prior to the Petition Date, USS paid approximately \$130,000 per month on account of Expense Reimbursements. As of the Petition Date, USS estimates that it owes \$200,000 of unpaid but accrued Expense Reimbursements. USS seeks authority to continue honoring obligations related to Expense Reimbursements in the ordinary course of business, as well as to pay any Expense Reimbursements that accrued prepetition but remained unpaid on the Petition Date.

## **8. *Incentive Programs***

27. In the ordinary course of business, USS also maintains various incentive programs designed to motivate, reward and retain certain of its Employees as an additional component of their overall compensation (collectively, the “**Incentive Programs**”, and such compensation paid in connection therewith, the “**Incentive Compensation**”).

### **a. Operations Incentive Plan**

28. Approximately 200 field operations managers and supervisors are eligible to participate in a quarterly incentive plan designed to motivate and reward participants to achieve their goals and contribute to overall company success (the “**Operations Incentive Plan**”). Participants are paid based on their achievement of certain financial and operational metrics measured quarterly. USS paid approximately \$100,000 per quarter under the Operations Incentive Plan during the 12 months prior to the Petition Date. As of the Petition Date, USS estimates that it owes approximately \$100,000 for obligations under the Operations Incentive Plan that accrued in the fourth quarter of 2025. USS seeks authority to continue paying any amounts due related to the Operations Incentive Plan in the ordinary course of business.

### **b. Corporate Incentive Plan**

29. In addition, approximately 300 non-insider, full-time corporate Employees are eligible to receive an annual incentive bonus based on achievement of individual goals and certain

financial metrics determined by USS's EBITDA (the "**Corporate Incentive Plan**"). The Corporate Incentive Plan is designed to motivate participants to focus on USS's key fiscal and business objectives. All payments under the Corporate Incentive Plan are at USS's discretion. Determinations of achievements of applicable metrics is determined after the close of each fiscal year, and if earned are paid in March of the following year. As of the Petition Date, there are no payments due in connection with the Corporate Incentive Plan. USS seeks authority to continue the Corporate Incentive Plan in the ordinary course of business and consistent with its prepetition practices make all payments to participating non-insider Employees in connection therewith if, and when, such payments are due.

c. Long-Term Incentive Plan<sup>5</sup>

30. Finally, for approximately 15 Employees (primarily directors and general managers), USS maintains an incentive plan based upon achievement of certain financial metrics over a three-year period (the "**Long-Term Incentive Plan**"). This plan provides designated Employees with performance incentives through the grant of cash awards to increase such individuals' stake in USS's long-term success and growth. To determine the extent of any payment under the Long-Term Incentive Plan, USS's compensation committee determines the extent to which specified performance objectives were attained and then calculates a participant's award based on such performance objectives. As of the Petition Date, there are no payments due in connection with the Long-Term Incentive Plan. For the avoidance of doubt, USS is not seeking authority to make any payments or awards under the Long-Term Incentive Plan during the pendency of the Chapter 11 Cases.

<sup>5</sup> USS has in the past granted certain stock option awards to certain Employees in recognition of their performance. However, USS is not seeking any relief in this Motion with respect to these stock option awards and such awards are presumed at this time to have no value.

**9. *Non-Insider Retention Program***

31. USS maintains a retention program for certain of its key non-insider Employees (the “**Non-Insider Retention Program**”). Pursuant to the Non-Insider Retention Program, approximately 39 non-insider Employees are eligible to receive two semi-annual payments, subject to the Employee’s continued employment with USS through each of the applicable payment dates, November 2025 and May 2026 (subject to accelerated vesting in the event of certain involuntary terminations of employment, including a termination by USS without “cause”). The average payment per eligible Employee is approximately \$30,000.

32. USS believes that its ability to continue to administer the Non-Insider Retention Program is critical to USS’s ability to retain the services of the payment recipients, who have been identified by USS as being indispensable to USS’s ability to continue operations through the pendency of these Chapter 11 Cases. For the avoidance of doubt, no Employees who are “Insiders” pursuant to section 101(31) of the Bankruptcy Code are participants in the Non-Insider Retention Program. Subject to entry of the Final Order, USS seeks authority to continue the Non-Insider Retention Program in the ordinary course of business and make all postpetition payments to non-insider Employees in connection therewith if, and when, such payments are due.

**10. *Non-Insider Severance***

33. In the ordinary course of business, USS provides discretionary severance benefits, which includes base salary severance payments and in certain instances reimbursement or payment of health insurance premiums through cash payments and COBRA subsidies, to non-insider Employees in the event of a qualifying termination and subject to the non-insider Employee’s execution of an effective release of claims against USS (the “**Non-Insider Severance**”).

34. During the 12 months prior to the Petition Date, USS paid approximately \$40,000 per month on account of Non-Insider Severance. As of the Petition Date, USS estimates that it owes approximately \$200,000 account of Non-Insider Severance to nine individuals. Subject to the entry of the Final Order, USS seeks authority to continue its Non-Insider Severance arrangements in the ordinary course of business upon the occurrence of qualifying terminations

that occur following the Petition Date in the ordinary course of business, as well as to pay any Non-Insider Severance that accrued prepetition but remained unpaid on the Petition Date.

# **11. Director Compensation Obligations**

35. In the ordinary course of business, USS incurs obligations to an independent director who sits on USS’s board of directors for his service on such board and making financial, operational, and strategic decisions for the Company’s business plan (the “**Director Compensation**”). The Director Compensation is paid on a monthly basis. USS does not owe any Director Compensation as of the Petition Date. USS seeks authority to continue paying Director Compensation in the ordinary course of business.

## **B. Employee Benefits**

36. USS also provides various benefits to its Employees through benefits plans and company policies. Set forth below is a summary of the estimated amounts of prepetition obligations in connection with the Employee Benefits that USS believes it owes and is seeking authority to pay:

Benefit Program	Approx. Amount Outstanding as of Petition Date	Approx. Amount Due and Owing During Interim Period
Health and Welfare Plans	\$7,200,000	\$4,300,000
401(k) Plan	\$500,000	\$500,000
Employee Leave Benefits	\$8,000,000 <sup>6</sup>	N/A
<b>TOTAL</b>	<b>\$15,700,000</b>	<b>\$4,800,000</b>

### **1. Health and Welfare Plans**

37. In the ordinary course of business, USS offers several health and welfare plans to its Employees, including Health Benefit Plans, FSA Plans, an HSA Plan, Life Insurance Plans,

<sup>6</sup> This amount includes accrued paid time off earned by Employees and is not necessarily reflective of the actual amounts that USS may be required to pay on account of accrued paid time off, which may be significantly less.

Disability Benefits, and an Employee Assistance Program (each as defined below, and collectively, the “**Health and Welfare Plans**”).

38. During the 12 months prior to the Petition Date, USS paid approximately \$2.4 million per month and withheld from Employees’ paychecks \$1.4 million per month, on account of obligations related to the Health and Welfare Plans (the “**Health and Welfare Plan Obligations**”). As of the Petition Date, USS estimates that it owes approximately \$7.2 million on account of accrued Health and Welfare Plan Obligations. USS requests authority to continue honoring the Health and Welfare Obligations in the ordinary course of business, as well to pay any Health and Welfare Obligations that accrued prepetition but remained unpaid on the Petition Date.

a. Health Benefit Plans

39. USS offers its full time Employees and certain part-time Employees the opportunity to participate in medical, prescription, dental, vision plans and COBRA (collectively, the “**Health Benefit Plans**”). Specifically, USS provides the following:<sup>7</sup>

- i. Medical Plan: Medical plans are provided through The Cigna Group and Kaiser Permanente, Inc. (the “**Medical Plans**”). The Cigna Group plan is a self-insured plan, and the Kaiser plan is a fully-insured plan. During the 12 months prior to the Petition Date, USS paid approximately \$2.9 million<sup>8</sup> per month to The Cigna Group and \$400,000 per month to Kaiser Permanente, Inc. on account of the Medical Plans. As of the Petition Date, USS estimates that it owes approximately \$6.4 million on account of the Medical Plans.
- ii. Dental Plan: A dental plan is provided through Delta Dental of Massachusetts (the “**Dental Plan**”). During the 12 months prior to the Petition Date, USS paid approximately \$200,000 per month to Delta Dental of Massachusetts on account of the Dental Plan. As of the Petition Date, USS estimates that it owes approximately \$300,000 on account of the Dental Plan.
- iii. Vision Plan: A vision plan is provided through EyeMed (the “**Vision Plan**”). During the 12 months prior to the Petition Date, USS paid approximately \$20,000 per month to EyeMed on account of the Vision Plan. As of the Petition Date, USS estimates that it owes approximately \$30,000 on account of the Vision Plan.

<sup>7</sup> Amounts paid by USS to the applicable plan provider under each of the Medical Plans, Dental Plan, and Vision Plan, includes that portion paid by the Employee through Deductions.

<sup>8</sup> This amount reflects Employees’ claims in addition to the payments made to the applicable third-party administrator.

40. In addition, former Employees may choose to continue receiving benefits under the Consolidated Budget Reconciliation Act of 1985 (“**COBRA**”) following their termination, retirement, or disability leave, as applicable. In certain limited cases USS may agree to subsidize an electing Employee’s coverage. As of the Petition Date, USS estimates that it owes approximately \$20,000 related to COBRA.

41. USS requests authority to continue maintaining all Health Benefit Plans in the ordinary course of business, as well as to pay all obligations under the Health Benefit Plans that accrued prepetition but remained unpaid as of the Petition Date.

b. Flexible Spending and Health Savings Accounts

42. USS offers Employees the opportunity to contribute a portion of their pre-tax compensation to pay for health care expenses or dependent care expenses through a healthcare flexible spending account or a dependent care flexible spending account (the “**FSA Plans**”), each administered through WEX Health. In addition, USS offers eligible Employees an option to enroll in a Health Savings Account (the “**HSA Plan**”) administered by HSA Bank (together with WEX Health, the “**Administrators**”). Pursuant to the FSA Plans and HSA Plan, Employees may set aside pre-tax dollars to pay eligible medical expenses. As of the Petition Date, approximately 350 Employees participate in the FSA Plans, and approximately 500 Employees participate in the HSA Plan.

43. During the 12 months prior to the Petition Date, USS withheld from Employees’ paychecks approximately \$100,000 per month in connection with the FSA Plans and HSA Plan. As of the Petition Date, USS estimates that it holds approximately \$100,000 in amounts to be remitted to the Administrators on account of the FSA Plans and HSA Plan. USS requests authority to continue withholding and remitting amounts on account of the FSA Plans and HSA Plan, as applicable in the ordinary course of business, as well as to withhold and remit all amounts that were incurred prepetition on account of the FSA Plans and HSA Plan but remain on the Petition Date.

c. Life Insurance Plans

44. In the ordinary course of business, USS provides eligible Employees basic, life, accidental death, and dismemberment insurance (the “**Basic Life Insurance Plan**”) through Life Insurance Company of North America (“**New York Life**”). USS deducts from Employees’ paychecks Employee premium contributions under the Basic Life Insurance Plan and, together with employer premium contributions, remits them to New York Life monthly. In addition, eligible Employees have the option to purchase voluntary life, accidental death, dismemberment, and long-term care insurance, also through New York Life (the “**Voluntary Life and AD&D Insurance Plan**” and together, with the Basic Life Insurance Plan, the “**Life Insurance Plans**”). The Voluntary Life and AD&D Insurance Plan premiums are funded by both the Employees and USS.

45. During the 12 months prior to the Petition Date, USS paid approximately \$130,000 per month in connection with the Life Insurance Plans. As of the Petition Date, the USS owes approximately \$200,000 on account of the Life Insurance Plans. USS requests authority to continue paying obligations and withholding funds related to the Life Insurance Plans in the ordinary course of business, as well as to pay all amounts, if any, on account of the Life Insurance Plans that were incurred prepetition but remained outstanding on the Petition Date.

d. Disability Benefits

46. In the ordinary course of business, USS provides eligible Employees certain short-term and long-term disability benefits, each administered by New York Life. If an Employee is unable to work due to a disability that extends more than seven consecutive days, such Employee is entitled to up to 12 weeks of pay based on 66.67% of their base pay following a disabling accident or sickness (the “**Short-Term Disability Benefits**”). Under the Short-Term Disability Benefits program, USS pays employer contribution premiums on a monthly basis to New York Life. In addition, USS offers Employees a Long-Term Disability Plan, which premiums are fully paid by the Employee through payroll Deductions. For certain Employees who have enrolled in the Long-Term Disability Plan, if the Employee is unable to work due to a disability that extends more than 90 days, such Employee may be entitled to 60% of their base pay, up to a monthly limit

of \$10,000 (the “**Long Term Disability Benefits**” and, together with the Short-Term Disability Benefits, the “**Disability Benefits**”).

47. During the 12 months prior to the Petition Date, USS paid approximately \$100,000 per month in connection with the Disability Benefits. As of the Petition Date, USS owes approximately \$100,000 on account of Disability Benefits. USS requests authority to continue paying its obligations and withholding Deductions related to the Disability Benefits in the ordinary course of business, as well as to pay all amounts, if any, on account of the Disability Benefits that were incurred prepetition but remain unpaid on the Petition Date.

e. Employee Assistance Program

48. USS also participates in an employee assistance program through ComPsych, which provides Employees and their families access to mental health assistance, legal assistance, and financial help from professionals (the “**Employee Assistance Program**”). This benefit is provided by USS at no cost to the Employee and does not require enrollment in a company-sponsored medical plan. During the 12 months prior to the Petition Date, USS paid approximately \$20,000 per quarter on account of the Employee Assistance Program. As of the Petition Date, USS estimates that it owes \$20,000 of unpaid but accrued expenses related to the Employee Assistance Program. USS seeks authority to continue honoring obligations related to the Employee Assistance Program in the ordinary course of business, as well as pay any expenses that accrued prepetition but remained unpaid on the Petition Date.

2. ***401(k) Plan***

49. In the ordinary course of business, USS offers eligible Employees the opportunity to participate in a 401(k) Plan, administered by Empower Annuity Insurance Company of America (“**Empower**”), in which there are approximately 1,500 active participants (the “**401(k) Plan**”). USS also pays administrative fees to Empower in connection with amounts owed under the 401(k) Plan (the “**Administrative Fees**”). The 401(k) Plan generally provides for pre-tax payroll deductions (“**Employee 401(k) Contributions**”) up to limits set by the Internal Revenue Code (“**IRC**”). USS matches 50% of each Employee’s contribution to the 401(k) Plan, up to 6% of the

Employee's salary (the "**Employer 401(k) Contributions**" and, together with the Employee 401(k) Contributions and the Administrative Fees, the "**401(k) Contributions**").

50. During the 12 months prior to the Petition Date, USS (i) paid approximately \$300,000 per month in Employer 401(k) Contributions; and (ii) deducted approximately \$1.0 million per month from Employees' paychecks on account of the Employee 401(k) Contributions. As of the Petition Date, USS estimates that it owes approximately \$100,000 on account of Employer 401(k) Contributions and holds \$400,000 of withheld but not yet remitted Employee 401(k) Deductions. USS requests authority to continue honoring its obligations related to the 401(k) Plan in the ordinary course of business, as well as pay or remit, as applicable, all amounts on account of 401(k) Contributions that were incurred prepetition but remained unpaid or unremitted, as applicable, on the Petition Date.

### **3. *Employee Leave Benefits***

51. In the ordinary course of business, USS provides paid time off to full-time Employees and certain part-time Employees, including, without limitation, vacation, sick pay, personal leave of absence, bereavement leave, military leave of absence, jury and witness duty leave, holiday leave, and leave under the Family and Medical Leave Act, as well as unpaid leaves of absence for personal reasons (collectively, the "**Employee Leave Benefits**").

52. The Employee Leave Benefits accrue for the duration of employment. The amount of such Employee Leave Benefits is determined by the duration of the Employee's tenure of service, with Employees with greater years of service receiving more vacation hours per year. As of the Petition Date, USS estimates that it has accrued approximately \$8.0 million on account of the Employee Leave Benefits, which does not represent a current cash obligation. Under USS policy, when an Employee's employment with USS ends, the Employee may be entitled to receive the value of accrued but unused vacation time in cash, which is limited to a maximum of two weeks of paid time off unless applicable state law requires a greater amount. During the 12 months prior to the Petition Date, USS paid approximately \$120,000 per month on account of the Employee Leave Benefits in connection with the termination of various Employees. USS requests

authority to continue accruing the Employee Leave Benefits in the ordinary course of business, as well as cash out applicable Employee Leave Benefits that become due at the end of an Employee's employment, whether such benefits accrued pre- or postpetition.

## **BASIS FOR RELIEF**

### **I. THE COURT HAS AMPLE POWER TO AUTHORIZE PAYMENT OF PREPETITION AMOUNTS OWED IN CONNECTION WITH ITS COMPENSATION AND BENEFITS PROGRAMS**

53. The Court may authorize the payment of prepetition amounts owed in connection with its Compensation and Benefits 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))).

54. 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). To authorize the particular use of estate property under section 363(b), courts require only that the debtor “show that a sound business purpose” justifies the requested relief. *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).

55. Once a debtor articulates a valid business justification, a presumption exists in favor of the debtor’s business judgment. *See, e.g., Stanziale v. Nachtomi* (*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.

56. 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.”).

57. *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).

58. 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 PAYING PREPETITION AMOUNTS OWED IN CONNECTION WITH THE COMPENSATION AND BENEFITS PAYMENTS.**

**A. The Compensation and Benefit Payments Are Essential to the Success of These Chapter 11 Cases.**

59. Any delay in paying, or failure to pay, the Compensation and Benefits could irreparably impair the morale of USS's workforce at a time when its dedication, confidence, retention, and cooperation are most crucial. It could also inflict a significant financial hardship on the workforce's families, as most of the workforce relies on their compensation and benefits to pay their families' daily living expenses. USS cannot risk such a substantial disruption to its operations and it would be unfair to put those individuals at risk of such hardship.

60. Payment of the Compensation and Benefits in the ordinary course of business will enable USS to focus its efforts on the success of these Chapter 11 Cases and maximize the value of the estates, which will benefit all parties-in-interest. Without this relief, otherwise- loyal Employees and Independent Contractors may seek other work opportunities, and employment agencies may no longer be willing to provide Agency Workers, thereby putting at risk USS's continued operations.

**B. Continuation of the Incentive Programs, the Non-Insider Retention Program, and the Non-Insider Severance Program Do Not Implicate Section 503(c) of the Bankruptcy Code.**

61. Out of an abundance of caution and in order to provide comfort to the Employees, given the uncertainty attendant to working for a company operating in chapter 11, USS requests authority to continue the Incentive Programs, Non-Insider Retention Program, and Non-Insider Severance Program for its non-insider Employees in the ordinary course of business. Continuation of these programs for non-insider Employees does not implicate sections 503(c)(1) or 503(c)(2) of the Bankruptcy Code because no payments thereunder will be made to any Insider (as that term is

defined in section 101(31) of the Bankruptcy Code). *See* 11 U.S.C. § 503(c)(1)–(2). Compensation plans maintained in the ordinary course of business that do not implicate section 503(c)(1) are governed by the business judgment standard of section 363 of the Bankruptcy Code. *See In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 801 (Bankr. D. Del. 2007). Additionally, the Incentive Programs, Non-Insider Retention Program, and Non-Insider Severance Program do not implicate section 503(c)(3) of the Bankruptcy Code because they were maintained in the ordinary course of the USS’s business. *Cf.* 11 U.S.C. § 503(c)(3) (prohibiting certain payments “outside of the ordinary course of business”). Moreover, even if section 503(c)(3) were implicated, the Incentive Programs, Non-Insider Retention Program, and Non-Insider Severance Program are well justified by the facts and circumstances of these cases.

62. USS has substantial business justification for continuing the Incentive Programs, Non-Insider Retention Program, and Non-Insider Severance Program for their non-Insiders in the ordinary course of business, such as maintaining Employee morale and disincentivizing Employees to pursue other employment opportunities. USS believes that the costs associated with the Incentive Programs, Non-Insider Retention Program, and Non-Insider Severance Program, to the extent any were incurred prepetition, would be greatly outweighed by the potential negative consequences of failing to make payments thereunder, including the costs of hiring replacement Employees. For the avoidance of doubt, the Debtors are not seeking authority to make any payments under the Incentive Programs, Non-Insider Retention Program, or Non-Insider Severance Program to any Employee that (i) was appointed or hired directly by USS’s board of directors (the “**Board**”); (ii) exercises managerial control over, or has responsibility for, USS’s operations as a whole; (iii) directs USS’s overall corporate policy or governance; (iv) has independent control over substantial budgetary amounts; (v) reports to the Board; (vi) is a member of the Board; (vii) participates in meetings of the Board; or (viii) has authority to approve the divestment of substantial corporate assets.

63. Courts in this district and similar districts have permitted debtors to maintain their prepetition employee bonus programs during the pendency of chapter 11 cases. *See, e.g., In re New Rite Aid LLC*, Case No. 25-14861 (MBK) (Bankr. D.N.J. June 9, 2025) [Docket No. 772]

(authorizing the debtors to continue to maintain, among other things, their non-insider retention program in the ordinary course of business); *In re Del Monte Foods Corp. II Inc.*, Case No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) [Docket No. 364] (authorizing the debtors to continue to maintain incentive programs program in the ordinary course of business); *In re Careismatic Brands*, Case No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) [Docket No. 336] (same); *In re Edgio, Inc.*, No. 24-11985 (KBO) (Bankr. D. Del. Oct. 15, 2024) [Docket No. 231] (same); *In re WeWork, Inc.*, Case No. 23-19865 (JKS) (Bankr. D.N.J. Dec. 6, 2023) [Docket No. 337] (same).

64. Further, courts in this district have also permitted debtors to continue existing severance programs and pay severance obligations that become due in the ordinary course to non-Insider employees whose employment is terminated postpetition. *See In re Del Monte Foods Corp. II Inc.*, Case No. 25-16984 (MBK) (Bankr. D.N.J. Aug. 13, 2025) [Docket No. 364] (authorizing debtors to maintain prepetition non-insider severance program and honor all obligations thereunder); *In re Careismatic Brands*, Case No. 24-10561 (VFP) (Bankr. D.N.J. Feb. 29, 2024) [Docket No. 336] (same).

65. For the reasons stated above, continuation of the Incentive Programs, Non-Insider Retention Program, and the Non-Insider Severance Program is critical and necessary for USS's reorganization efforts, and, accordingly, the requested relief should be approved.

**C. The Compensation and Benefit Payments Will Not Impair the Interests of Other Creditors.**

66. Honoring USS's obligations with respect to the Compensation and Benefits will not impair the interests of other creditors, both because those payments are necessary to support USS's business value and because many of the Employees would in any event be entitled to full satisfaction of their claims on account of the Compensation and Benefits. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle most or all of the Compensation and Benefits to priority treatment. As priority claims, USS is required to pay these claims in full to confirm a chapter 11 plan. *See* U.S.C. § 1129(a)(9)(B). To the extent that an Employee receives no more than the statutory prescribed limit of \$17,150 on account of claims entitled to priority, the relief sought with

respect to compensation only affects the timing of that Employee's payment and does not have any direct effect on recoveries for general unsecured creditors. Indeed, payment of the Compensation and Benefits at this time enhances value for the benefit of all stakeholders. In particular, payment of Employee Payroll Taxes would not prejudice other creditors because the Employee Payroll Taxes that USS withholds are held in trust for the taxing authorities and the withheld funds are not property of the Debtors' estates under section 541 of the Bankruptcy Code. *See Begier v. IRS*, 496 U.S. 53, 66–67 (1990) (concluding that withholding taxes are property held by a debtor in trust for another and are therefore not property of debtor's estate). In any event, Payroll Taxes generally give rise to priority claims under section 507(a)(8) of the Bankruptcy Code.

67. Separately, the failure to timely pay Compensation and Benefits may place USS in violation of applicable law in several jurisdictions. For example, USS would be at risk of incurring, and being liable for, penalties, fines, and other charges relating to such violations. Such violations would cause USS to pay unnecessary expenses, causing harm to its estates and creditors in general.

68. While there is ample justification for the Compensation and Benefits as a whole, there are further specific justifications for the authorization of the Expense Reimbursements, the 401K Plan, and the Health and Welfare Plans.

69. For the Expense Reimbursements, these payments are necessary because any other treatment of Employees would be inequitable. Employees who have incurred Expense Reimbursements should not be forced to bear the cost of the Expense Reimbursements personally, when they incurred the Expense Reimbursements for USS's benefit, in the course of their employment by USS, and with the understanding that they would be reimbursed for doing so.

70. With respect to the 401(k) Plan, as plan sponsor of the 401(k) Plan, USS has a fiduciary duty arising under Title IV of ERISA, to administer the 401(k) Plan in accordance with its terms. Moreover, the failure of the plan sponsor to administer the plans in accordance with their terms would be a violation of the qualification standards of Section 401(a) of the Internal Revenue Code. Disqualification of the plan would generally cause the trust under the plan to lose its tax-exempt status under section 501(a) of the Internal Revenue Code causing participants to be

currently taxed on their balances under the plan, and would adversely affect USS's ability to take a current tax deduction under section 404(a)(5) of the Internal Revenue Code. In addition, many Employees' retirement savings solely consist of the 401(k) Plan, and many Employees choose to participate in the 401(k) Plan because of the 401(k) Contribution provision. Continuing the 401(k) Plan and the 401(k) Contributions are essential to maintaining Employee morale and protecting Employee expectations.

71. Lastly, the payment of administrative fees to the administrators and providers of the Health and Welfare Plans is also necessary. Without the continued service of these administrators and providers, USS will be unable to continue to honor its obligations to Employees under the Health and Welfare Plans in an efficient and cost-effective manner. USS believes that the continuation of Employee Leave Benefits, which are broad-based programs upon which the Employees have come to depend, is essential to maintaining Employee morale during these Chapter 11 Cases. USS anticipates that its Employees will utilize any accrued Employee Leave Benefits in the ordinary course of business, which will not create any material cash flow requirements beyond USS's regular payroll obligations.

72. Further, USS does not seek to alter its Compensation and Benefits at this time—USS simply seeks permission, in its discretion, and as set forth herein to (i) make payments consistent with USS's existing policies to the extent that, without the benefit of an order approving the Motion, such payments may be inconsistent with the relevant provisions of the Bankruptcy Code, and (ii) honor its practices, programs, and policies with respect to its Employees, as such practices, programs, and policies were in effect as of the Petition Date.<sup>9</sup>

73. For the foregoing reasons, payment of the Compensation and Benefits, as requested herein and in accordance with USS's prepetition business practices, is necessary, appropriate, and

<sup>9</sup> Although USS believes continuation of the Employee Benefits in a manner consistent with its prepetition practices and policies is within the ordinary course of their business, out of an abundance of caution, USS has sought the Court's authority for the same pursuant to sections 105(a) and 363(b) of the Bankruptcy Code.

in the best interests of USS, its estates, and all other parties in interest in these cases. Accordingly, the Court should authorize the relief requested by USS.

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

74. 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, debtor-in-possession financing, and anticipated access to 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**

75. 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. Payment of the Compensation and Benefits will safeguard Employee morale, prevent the departure of certain employees who are needed at this critical juncture, and optimize performance during these Chapter 11 Cases. 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)**

76. 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**

77. 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**

78. 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 USS with its 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, (2) Employees, (3) Independent Contractors, (4) Agency Workers, and (5) 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 WAGES 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

(Jointly Administered)

**INTERIM ORDER AUTHORIZING  
THE DEBTORS TO (I) PAY PREPETITION EMPLOYEE  
COMPENSATION AND BENEFITS AND (II) MAINTAIN  
EMPLOYEE COMPENSATION AND BENEFIT PROGRAMS**

The relief set forth on the following pages, numbered three (3) through eight (8), 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*

(Page 3)

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

Case No.: 25-[●] (●)

Caption of Order: Interim Order Authorizing the Debtors to (I) Pay Prepetition Employee Compensation and Benefits and (II) Maintain Employee Compensation and Benefit Programs

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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 (a) continue to maintain, in the ordinary course, its Compensation and Benefits programs and (b) pay prepetition amounts owed in connection with the foregoing; 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,

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

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Hackensack, NJ 07601 (Attn: Michael D. Sirota (MSirota@coleschotz.com), Felice R. Yudkin (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 maintain, pay, honor or otherwise fulfill all Compensation and Benefits in the ordinary course, consistent with prepetition practices, as the same may be modified, amended, or supplemented from time to time in the ordinary course of business, subject to the priority cap and other limitations set forth in sections 507(a)(4) and (5) of the Bankruptcy Code with respect to prepetition Compensation that may be paid to an Employee. The Debtors shall provide five (5) calendar days' notice of any material changes to the Compensation and benefits and any other programs described in the Motion to the U.S. Trustee and any statutory committee(s) appointed in these Chapter 11 Cases.

4. The Debtors are authorized, but not directed, on an interim basis, to pay prepetition obligations incurred, directly or indirectly, relating to the Compensation and Benefits and related fees, costs, and expenses incident to the foregoing, including amounts owed to third-party administrators and taxing authorities; *provided that*, during the Interim Period, payments made to

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any Employee shall not exceed the amounts of the priority cap and other limitations set forth in sections 507(a)(4) and (5) of the Bankruptcy Code.

5. Prior to entry of the Final Order, the Debtors shall not pay and nothing herein shall be deemed to authorize the payment of any prepetition amounts owed on account of the Non-Insider Retention Program.

6. Nothing in this Interim Order shall authorize the Debtors to make any payments to any Employees including “insiders” (as defined by section 101(31) of the Bankruptcy Code) of the Debtors on account of the Incentive Programs or Non-Insider Severance in contravention of section 503(c) of the Bankruptcy Code, in each case, without further order of this Court; *provided* that nothing herein shall prejudice the Debtors’ ability to seek approval of relief pursuant to Section 503(c) of the Bankruptcy Code under a separate motion at a later time.

7. Nothing in the Motion or this Interim Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to this Interim Order is or is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code.

8. This Interim Order does not implicitly or explicitly approve any bonus plan, incentive plan, severance plan or other plan covered by section 503(c) of the Bankruptcy Code.

9. The Debtors are authorized, but not directed, on an interim basis, to pay, in the ordinary course of business, all postpetition costs and expenses incidental to the Compensation and Benefits, including all administrative and processing costs and payment to third parties.

10. The Debtors are authorized, but not directed, on an interim basis, to forward any unpaid amounts on account of deductions, withholdings, taxes, or other amounts collected on behalf of another party to the appropriate taxing authorities or other recipient in accordance with the Debtors prepetition policies and practices.

11. Notwithstanding anything to the contrary herein, the Debtors are authorized, but not directed, on an interim basis, to pay any accrued but unused Employee Leave Benefits to any

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Employee whose employment terminates postpetition where the failure to do so would result in a violation of applicable federal, state, or foreign law.

12. 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 or any order granting the relief granted 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; (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; or (h) the granting of an administrative claim on account of any Compensation and Benefits obligation.

13. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Compensation and Benefits 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.

14. Within two (2) business days of the entry of this Interim Order, 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.

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15. The Debtors are authorized and directed, 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.

16. Nothing in this Interim Order authorizes the Debtors to accelerate any payments not otherwise due.

17. 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.

18. 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.

19. 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.

20. 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).

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

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

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23. 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 WAGES 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

(Jointly Administered)

**FINAL ORDER AUTHORIZING  
THE DEBTORS TO (I) PAY PREPETITION EMPLOYEE  
COMPENSATION AND BENEFITS AND (II) MAINTAIN  
EMPLOYEE COMPENSATION AND BENEFIT PROGRAMS**

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, Suite 1000, Westborough, MA 01581.

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

**MILBANK LLP**

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Samuel A. Khalil (*pro hac vice* pending)  
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- and -

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

(Page 3)

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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 (a) continue to maintain, in the ordinary course, its Compensation and Benefits programs and (b) pay prepetition amounts owed in connection with the foregoing; 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 entry of this Final Order on an expedited basis is in the best interests of 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 maintain, pay, honor or otherwise fulfill all Compensation and Benefits in the ordinary course, consistent with prepetition practices, as the same may be modified, amended, or supplemented from time to time in the ordinary course of business, including certain of the Incentive Programs and the payment of Non-Insider Employee Severance. The Debtors shall provide five (5) calendar days’ notice of any material changes to the Compensation and Benefits and any other programs described in the Motion to the U.S. Trustee and any statutory committees(s) appointed in these Chapter 11 Cases.

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

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

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3. The Debtors are authorized, but not directed, to pay prepetition obligations incurred, directly or indirectly, relating to the Compensation and Benefits and related fees, costs, and expenses incident to the foregoing, including amounts owed to third-party administrators and taxing authorities.

4. Nothing in this Final Order shall authorize the Debtors to make any payments to any Employees including “insiders” (as defined by section 101(31) of the Bankruptcy Code) of the Debtors on account of the Incentive Programs or Non-Insider Severance in contravention of section 503(c) of the Bankruptcy Code, in each case, without further order of this Court; *provided* that nothing herein shall prejudice the Debtors’ ability to seek approval of relief pursuant to Section 503(c) of the Bankruptcy Code under a separate motion at a later time.

5. Nothing in the Motion or this Final Order shall constitute a determination by the Court as to whether any individual seeking payment pursuant to this Final Order is or is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code.

6. This Final Order does not implicitly or explicitly approve any bonus plan, incentive plan, severance plan or other plan covered by section 503(c) of the Bankruptcy Code.

7. The Debtors are authorized to pay, in the ordinary course of business, all postpetition costs and expenses incidental to the Compensation and Benefits, including all administrative and processing costs and payment to third parties.

8. The Debtors are authorized to forward any unpaid amounts on account of deductions, withholdings, taxes, or other amounts collected on behalf of another party to the appropriate taxing authorities or other recipient in accordance with the Debtors’ prepetition policies and practices.

9. Notwithstanding anything to the contrary herein, the Debtors are authorized, but not directed, to pay any accrued but unused Employee Leave Benefits to any Employee whose

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

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employment terminates postpetition where the failure to do so would result in a violation of applicable federal, state, or foreign law.

10. 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 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; (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; or (h) the granting of an administrative claim on account of any Compensation and Benefits obligation.

11. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the Compensation and Benefits 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.

12. Within two (2) business days of the entry of this Final Order, 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.

(Page 6)

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

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13. The Debtors are authorized and directed, 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.

14. Nothing in this Final Order authorizes the Debtors to accelerate any payments not otherwise due.

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

16. 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.

17. 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.

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

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