



Order Filed on January 12, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

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

In re
UNITED SITE SERVICES, INC. et al.,¹
Debtors.

Case No. 25-23630 (MBK)
Chapter 11 (Jointly Administered)

**STIPULATION AND AGREED ORDER
(I) APPOINTING HON. ROBERT D. DRAIN
(RET.) AS MEDIATOR TO MEDIATE THE MEDIATION
TOPICS, (II) REFERRING SUCH MATTERS TO MEDIATION,
(III) DIRECTING THE MEDIATION PARTIES TO PARTICIPATE
IN THE MEDIATION, AND (IV) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered three (3) through twelve (12), is
ORDERED.

DATED: January 12, 2026


Honorable Michael B. Kaplan
United States Bankruptcy Judge



252363026011400000000005

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

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Debtors: United Site Services, Inc. *et al.*
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Mediation, and (IV) Granting Related Relief

This stipulation and agreed order (the “**Stipulation and Agreed Order**”) pursuant to section 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and rule 9019-2 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “**Local Rules**”), and rule 502(d) of the Federal Rules of Evidence among: (a) United Site Services, Inc. and its affiliated debtors in possession (the “**Debtors**”); (b) CastleKnight Master Fund LP (“**CastleKnight**”); and (c) an ad hoc group of certain beneficial holders and/or investment advisors or managers of beneficial holders of the Debtors’ funded debt obligations as set forth in the *Verified Statement of the Ad Hoc Group Pursuant to Bankruptcy Rule 2019* [Docket No. 87] (the “**Ad Hoc Group**”) (collectively with the Debtors, CastleKnight, and, if applicable, the Additional Mediation Parties (as defined below), the “**Mediation Parties**”).

WHEREAS, on December 29, 2025, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of New Jersey (the “**Court**”). The Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Debtors’ chapter 11 cases (the “**Chapter 11 Cases**”) have been procedurally consolidated;

WHEREAS, the Mediation Parties have agreed upon the terms of this Stipulation and Agreed Order;

WHEREAS, the Mediation Parties now seek entry of this Stipulation and Agreed Order (a) appointing Judge Robert Drain (Ret.) as mediator in these Chapter 11 Cases with respect to the

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matters set forth herein, (b) directing the proposed Mediation Parties to participate in mediation,
(c) referring the Mediation Topics to mediation, and (d) granting related relief;

WHEREAS, due and sufficient notice of the Stipulation and Agreed Order having been
given under the particular circumstances; and it appearing that no other or further notice need be
provided; and it appearing that the relief provided in the Stipulation and Agreed Order is in the
best interests of the Debtors, their estates, their creditors, stakeholders, and other parties in interest;

WHEREAS, the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and
1334 and the *Standing Order of Reference to the Bankruptcy Court under Title 11* (D.N.J. amended
June 6, 2025) (Bumb, C.J.) and each Mediation Party confirms its consent to the entry of a final
order by the Court in connection with this Stipulation and Agreed Order to the extent that it is later
determined that the Court, absent consent of each Mediation Party and, as applicable, each
Additional Mediation Party, cannot enter final orders or judgments in connection herewith
consistent with Article III of the United States Constitution;

WHEREAS, venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409;

**NOW, BASED ON THE FOREGOING STIPULATIONS AND UPON REQUEST BY
THE PARTIES, IT IS HEREBY STIPULATED, AGREED, AND ORDERED THAT:**

1. The recitals set forth above are hereby made an integral part of the Stipulation and
Agreed Order and are incorporated herein.
2. The Stipulation and Agreed Order is granted as and to the extent set forth herein.

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3. The Hon. Robert D. Drain (Ret.) is appointed to serve as mediator (the “**Mediator**”) to conduct the Mediation of the Mediation Topics (as defined below).

4. The Debtors must immediately serve the Mediator with a copy of this Stipulation and Agreed Order. Promptly after receiving this Stipulation and Agreed Order, the Mediator must determine whether there is a basis for disqualification or whether the Mediator is unable to serve for any other reason. If the Mediator is or becomes unable to serve for any reason, the Mediation Parties shall immediately meet and confer in good faith to select a substitute mediator.

5. The Mediator is authorized and directed to conduct the mediation (the “**Mediation**”) with the Mediation Parties regarding all disputes arising from or related to the 2024 Recapitalization¹ and the Debtors’ proposed *Joint Prepackaged Plan of Reorganization of United Site Services, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 16] (as may be supplemented, revised, modified, or amended from time to time) (such disputes, collectively, the “**Mediation Topics**”).

6. Each Mediation Party, and in each case its respective counsel(s) and advisor(s), shall participate in the Mediation in accordance with the terms set forth herein.

7. All (i) existing confidentiality agreements, nondisclosure agreements, and other agreements or (ii) orders of this Court entered in connection with these Chapter 11 Cases (including

¹As defined in the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* [Docket No. 15].

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future orders), in each case addressing the disclosure or sharing of confidential information entered into between, or applicable to, any of the Mediation Parties, shall remain in full force and effect.

8. Any Mediation Party in possession of confidential information that is subject to (a) the terms and conditions of a confidentiality agreement, or other similar agreement, executed (or agreed to via email) with any other Mediation Party or (b) an order of this Court entered in connection with these Chapter 11 Cases, may disclose such information to the Mediator as though the Mediator was subject to such agreement or order preserving the confidentiality of the information or documents, *provided that* the Mediation Party disclosing such information notifies the Mediator of the confidential nature of such information.

9. All (a) statements made in discussions among the Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) and/or any of the Mediation Parties or their respective counsel or other advisors during the course of and in connection with the Mediation, whether written or oral, concerning the Mediation and/or the Mediation Topics, including discussions both in and outside the presence of the Mediator (collectively, the "**Mediation Discussions**"), and (b) mediation statements, proposals, and other documents and information (including all correspondence, settlement proposals, term sheets, offers, and counteroffers) provided by the Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) or the Mediation Parties or their respective counsel or other advisors to the Mediator (or any person assisting the Mediator in the performance of the Mediator's duties) or another Mediation Party or their respective counsel or other advisors during the course of and in connection with the Mediation (collectively, the "**Mediation Documents**"), and, together with the

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Mediation Discussions, the “**Mediation Information**”) (i) shall be strictly confidential, privileged, and protected from disclosure or discoverability in any proceeding, (ii) shall not be admissible to prove or disprove the validity or amount of a disputed claim or to impeach a prior inconsistent statement or a contradiction in any judicial or administrative proceeding (including pursuant to, among other things, Rule 408 of the Federal Rules of Evidence and applicable federal, state, and local law analogs), (iii) shall not be shared with any person (including any other Mediation Party or their respective counsel or other advisors) absent the express consent of the Mediation Party whose Mediation Information is proposed to be shared, and (iv) shall not be used for any purpose other than the Mediation; *provided* that, notwithstanding the foregoing, any materials or other information obtained or developed other than during the course of and in connection with the Mediation, to the extent otherwise disclosable, admissible, or discoverable, shall not be rendered non-disclosable, inadmissible, or nondiscoverable as a result of this Stipulation and Agreed Order. For the avoidance of doubt, the restrictions set forth in this paragraph [9] shall not apply to a Mediation Party’s own Mediation Information.

10. Nothing in this Stipulation and Agreed Order shall be construed to limit or waive any applicable privilege or similar protection of the Mediation Parties, with all such privileges and protections fully preserved. Any Mediation Party may provide documents and/or information to the Mediator that are subject to a privilege or other protection from discovery, including the attorney-client privilege, the work product doctrine, or any other privilege, right, or immunity the parties may be entitled to claim or invoke (the “**Privileged Information**”). The party producing such documents and/or information to the Mediator (the “**Producing Party**”) must designate such

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documents and/or information as Privileged Information. Any inadvertent failure to designate Privileged Information as such shall be entitled to the protections of Rule 502(b) of the Federal Rules of Evidence. By providing Privileged Information solely to the Mediator and any party assisting the Mediator, no Mediation Party nor its respective professionals intend to, or shall, waive, in whole or in part, the attorney-client privilege, the work-product doctrine, or any other privilege, right or immunity they may be entitled to claim or invoke with respect to such Privileged Information, and such Privileged Information shall remain privileged and be entitled to the maximum possible protection under Rule 502(d) of the Federal Rules of Evidence. Disclosure of Privileged Information to the Mediator shall not be deemed to evidence the Producing Party's or its respective professional's intent to waive, and shall not be deemed to waive, any such privileges and protections, rights, or immunities. The Mediator shall not provide Privileged Information or disclose the contents thereof to any other person, entity, or Mediation Party without the consent of the Producing Party and other parties holding the privilege, as applicable (except that the Mediator may disclose Privileged Information to any person assisting the Mediator in the performance of the Mediator's duties, in which event such assistant shall be subject to the same restrictions as the Mediator with respect to such Privileged Information).

11. The Mediator shall not be compelled to disclose any information concerning the Mediation in any forum or proceeding. No Mediation Party or any other party in interest in the Chapter 11 Cases shall: (a) call or subpoena the Mediator as a witness or expert in any proceeding relating to the Mediation, the subject matter of the Mediation, or any thoughts or impressions that the Mediator may have about the Mediation Parties or their respective positions in the Mediation;

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(b) subpoena any notes, documents, or other materials prepared by the Mediator (or any person assisting the Mediator) or any other Mediation Party in connection with the Mediation; or (c) offer any statements, views, or opinions expressed or held by the Mediator in connection with any proceeding, including, without limitation, any pleading or other submission to any court.

12. No Mediation Party is obligated to provide any documents and/or information, including Privileged Information, to the Mediator.

13. Any Mediation Party may engage in *ex parte* communications with any other Mediation Party and with the Mediator and shall not be obligated to disclose the substance of such communications to any other Mediation Party or the Mediator.

14. The Mediator shall consult with the Mediation Parties on the matters concerning the Mediation, including, without limitation: (a) the timing, general content, and manner of any submissions to the Mediator, and (b) the structure and timing of Mediation procedures, including, the attendance of specific Mediation Parties at particular Mediation sessions. Subject to the agreement of the Mediation Parties, the Mediator may conduct the Mediation as the Mediator sees fit, establish rules of the Mediation, and consider and take appropriate action with respect to any matters the Mediator deems appropriate to conduct the Mediation, subject to the terms of this Stipulation and Agreed Order and the Local Rules; *provided* that, to the extent any part of this Stipulation and Agreed Order shall conflict with Local Rules 9019-1 or 9019-2, the terms and provisions of this Stipulation and Agreed Order shall govern. Subject to the agreement of all Mediation Parties, the Mediator may allow any other party to become a Mediation Party (any such

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additional party, an “**Additional Mediation Party**”), which Additional Mediation Parties shall be bound by this Stipulation and Agreed Order.

15. No written record or transcript of any discussion had in the course of the Mediation is to be kept, absent express written agreement by the Mediation Parties party to such discussion; *provided, however*, that the Mediator and any person assisting the Mediator in the performance of their mediation duties shall be entitled to keep such records and take such notes as the Mediator deems necessary or helpful to carry out such duties.

16. The Mediation Parties are hereby authorized to enter into a mediation engagement agreement with the Mediator. The Mediator shall be entitled to reasonable fees as compensation for the Mediator’s services, as well as reimbursement for reasonable costs (which may include the provision of other personnel at the Mediator’s firm or employed by the Mediator) (such fees and costs, the “**Mediation Fees**”), in each case without further order of the Court in the absence of any dispute relating thereto. The Debtors and their estates shall be responsible for two-thirds (2/3) of the Mediation Fees and CastleKnight shall be responsible for one-third (1/3) of the Mediation Fees.

17. The Mediation shall commence on a date to be determined by the Mediation Parties and the Mediator. The Mediation shall terminate on the earlier of (a) 11:59 p.m., prevailing Eastern Time on January 23, 2026, and (b) the conclusion of Mediation as determined by the Mediator for any reason upon notice to respective counsel to the Mediation Parties. The Mediator may direct counsel for the Debtors to file, after review and sign-off by the Mediator, the Local Form Mediator’s Report under Local Rule 9019-2(p).

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18. Discovery in these Chapter 11 Cases shall not be stayed due to Local Rule 9019-2(g) or any other similar applicable law.

19. All costs and expenses of each Mediation Party shall be borne by such Mediation Party, *provided, however*, that the Debtors' estates will bear the costs and expenses of: (a) the Debtors and their respective retained professionals in accordance with the applicable provisions of the Bankruptcy Code and any order of the Court related to the retention or compensation of such professionals, and (b) the advisors to the Ad Hoc Group in accordance with the Court's *Interim Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Claims, (III) Granting Adequate Protection to Prepetition Secured Parties, and (IV) Modifying the Automatic Stay* [Docket No. 70] (or any related final order).

20. Other than as provided in this Stipulation and Agreed Order and the Local Rules, the Mediator shall have no communications with the Court relating to the substance of the Mediation or matters occurring during the Mediation.

21. Participating in the Mediation shall not subject any party to the jurisdiction of any federal or state court. By participating in the Mediation, no Mediation Party waives any defenses in any current or future proceeding in any federal or state court, including but not limited to the Debtors' bankruptcy proceedings, and a Mediation Party's participation in the Mediation shall not be used as evidence in opposition to any such defense.

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22. The Mediator and any personnel who assist the Mediator with the Mediation shall be immune from claims arising out of acts or omissions incident to the service as Mediator in these Chapter 11 Cases.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Stipulation and Agreed Order.

24. Notwithstanding the possible applicability of any Federal Rule of Bankruptcy Procedure requiring a stay of an order, or otherwise, the terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry of this Stipulation and Agreed Order.

25. This Court retains jurisdiction over all matters arising from or related to the implementation or interpretation of this Stipulation and Agreed Order.

Dated: January 9, 2026

/s/ Michael D. Sirota

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In re:
United Site Services, Inc.
Debtor

Case No. 25-23630-MBK
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0312-3
Date Rcvd: Jan 12, 2026

User: admin
Form ID: pdf903

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Total Noticed: 2

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jan 14, 2026:

Recip ID	Recipient Name and Address
aty	+ Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
db	+ Email/Text: CorporateCollections@unitedsiteservices.com	Jan 12 2026 20:54:00	United Site Services, Inc., 118 Flanders Road, Suite 1000, Westborough, MA 01581-1035

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jan 14, 2026

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on January 12, 2026 at the address(es) listed below:

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Daniel C Fleming	on behalf of Creditor Richard Rivera dfleming@wongfleming.com sshaloo@wongfleming.com
Daniel C Fleming	on behalf of Creditor Toilets to Go LLC dba John to Go dfleming@wongfleming.com, sshaloo@wongfleming.com

District/off: 0312-3
Date Rcvd: Jan 12, 2026

User: admin
Form ID: pdf903

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Total Noticed: 2

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Jason D. Angelo

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