



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

In re

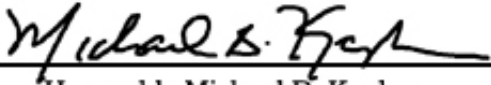
UNITED SITE SERVICES, INC. *et al.*,¹
Debtors.

Order Filed on January 23, 2026
Case No. 25-23630 (MBK) by Clerk
Chapter 11 U.S. Bankruptcy Court
(Jointly Administered) District of New Jersey

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF PJT PARTNERS LP
AS INVESTMENT BANKER TO THE DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through eleven (11), is
ORDERED.

DATED: January 23, 2026


Honorable Michael B. Kaplan
United States Bankruptcy Judge

¹ 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. 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.



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

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Upon the application (the “**Application**”) of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) authorizing the Debtors to retain and employ PJT Partners LP (“**PJT**”) as their investment banker, effective as of the Petition Date, in accordance with the Engagement Letter, dated as of September 5, 2025, a copy of which is attached hereto as **Exhibit 1**; and the Court having jurisdiction to decide the Application and to enter this 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 Application 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 Application 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 Application and in the record establish just cause for entry of this Order; it is hereby **ORDERED** that:

1. The Application is **GRANTED** as set forth herein.
2. Pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are hereby authorized to retain PJT as investment banker to the Debtors in these Chapter 11 Cases effective as of the Petition Date on the terms and conditions set forth in the Application and the Engagement Letter attached hereto as Exhibit 1, to the extent approved herein.
3. PJT shall be compensated for fees and reimbursed for its reasonable, documented out-of-pocket expenses by the Debtors in accordance with the terms of the Engagement Letter (together with all attachments thereto), as modified herein, and all fees and out-of-pocket expense reimbursements to be paid to PJT, including the Monthly Fees, Capital Raising Fees, Restructuring Fee and Transaction Fees, are approved pursuant to section 328(a) of the Bankruptcy Code, and

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the Debtors are authorized and directed to perform their payment, reimbursement, contribution, and indemnification obligations and their non-monetary obligations in accordance with the terms and conditions, and at the times specified, in the Engagement Letter, as modified herein. All compensation and reimbursement of expenses payable under the Engagement Letter shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, except as expressly set forth herein.

4. Notwithstanding anything in the Application, Robbins Declaration, or Engagement Letter to the contrary, PJT shall apply any remaining amounts of any prepetition retainers or advances as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to an order of the Court awarding fees and expenses to PJT. PJT is authorized without further order of the Court to apply amounts from any prepetition retainer or advance that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse PJT for fees or expenses incurred on or prior to the Petition Date consistent with its ordinary course billing practices. At the conclusion of PJT's engagement by the Debtors, if the amount of any prepetition retainer or advance held by PJT is in excess of the amount of PJT's outstanding and estimated fees, expenses, and costs, PJT will pay to the Debtors the amount by which any prepetition advance or retainer exceeds such fees, expenses, and costs, in each case in accordance with the Application and Engagement Letter.

5. Notwithstanding anything to the contrary contained herein or in the Application, the Robbins Declaration and/or Engagement Letter, PJT shall file interim and final fee applications for allowance of compensation and reimbursement of its out-of-pocket expenses incurred pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines and any other procedures or orders of the Bankruptcy Court; provided, however, the compensation, fees, and expenses payable to PJT pursuant to the Engagement Agreement shall be subject to review only pursuant to the standards set forth in section 328(a) of the Bankruptcy Code, and shall not be subject to any other standard of review set forth in section

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330 of the Bankruptcy Code, except, notwithstanding any provisions to the contrary in this Order, the U.S. Trustee and the Court shall retain the right and be entitled to object to PJT's fees, expenses, and other compensation based on the reasonableness standard provided for in section 330 of the Bankruptcy Code and the Court retains jurisdiction to consider such objection or response by the U.S. Trustee to PJT's interim and final fee applications under section 330 of the Bankruptcy Code. PJT shall be entitled to seek interim allowance and payment of any Monthly Fee, Capital Raising Fee, Restructuring Fee and/or Transaction Fee by filing an application in accordance with any order entered by the Court in these Chapter 11 Cases allowing for interim compensation, provided that PJT shall be entitled to file and serve such application in respect of any Capital Raising Fee, Restructuring Fee and Transaction Fee immediately upon the consummation of such transaction. Notwithstanding the foregoing, the full amount of any Capital Raising Fee, Restructuring Fee and Transaction Fee will be escrowed upon the consummation of the applicable transaction until such amounts are permitted to be paid to PJT pursuant to this Order, any interim compensation order or a further order of this Court.

6. Notwithstanding paragraphs 3 and 5 hereof, the U.S. Trustee shall retain the right to object to the compensation, fees, and expenses to be paid to PJT pursuant to the Application and the Engagement Agreement, including the any Monthly Fee, Capital Raising Fee, Restructuring Fee and Transaction Fee, based on the reasonableness standard provided for in section 330 of the Bankruptcy Code and the Court retains jurisdiction to consider any such objection or response by the U.S. Trustee to PJT's interim and final applications under section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PJT's compensation, fees, and expenses. This Order and the record relating to this Court's consideration of the Application shall not prejudice or otherwise affect the rights of the U.S. Trustee to challenge the reasonableness of PJT's compensation, fees, and expenses under the standard set forth in the preceding sentence. Accordingly, nothing in this Order or such record shall

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constitute a finding of fact or conclusion of law binding the U.S. Trustee, on appeal or otherwise, with respect to the reasonableness of PJT's fees.

7. Notwithstanding anything to the contrary contained herein or in the Application, Robbins Declaration and/or Engagement Letter, except as otherwise set forth herein, PJT shall file monthly fee statements and interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of this Court. In light of the services to be provided by PJT and the structure of PJT's compensation pursuant to the Engagement Letter, PJT shall be granted a limited waiver of the information-keeping requirements of Bankruptcy Rule 2016(a), Local Rule 2016-1, the U.S. Trustee Guidelines, and any otherwise applicable orders or procedures of the Court in connection with the services to be rendered pursuant to the Engagement Letter. PJT shall include in its interim and final fee applications, among other things, time records of services rendered to the Debtors, including summary descriptions of those services by each individual, the time expended in providing those services on each date by each individual in rendering services in half-hour (0.5) increments, and the identity of the individual who provided those services. PJT shall not be required to keep time records on a "project category" basis or conform to any schedule of hourly rates.

8. PJT's Monthly Fee shall be prorated for any month in which PJT is not employed for each day of the month, and PJT shall refund the prorated amount of any Monthly Fee paid in advance.

9. PJT will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, PJT will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

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10. The indemnification, contribution, and reimbursement provisions set forth in the Application, Robbins Declaration, and/or the Engagement Letter including the Expense, Indemnity and Limitation of Liability Agreement attached to the Engagement Letter (the “Indemnification Agreement”) are approved, subject, during the pendency of these Chapter 11 Cases, to the following modifications:

- a. PJT shall not be entitled to indemnification, exculpation, contribution, or reimbursement set forth in the Engagement Letter (including the Indemnification Agreement), unless such indemnification, contribution, or reimbursement is approved by this Court;
- b. Notwithstanding any provision of the Engagement Letter (including the Indemnification Agreement) to the contrary, the Debtors shall have no obligation to indemnify PJT, or provide contribution or reimbursement to PJT, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from PJT’s gross negligence, fraud, willful misconduct, bad faith or self-dealing to which the Debtors have not consented; (ii) for a contractual dispute in which the Debtors allege breach of PJT’s obligations under the Engagement Letter (including the Indemnification Agreement), unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled without the Debtors’ consent prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above but determined by this Court, after notice and a hearing, to be a claim or expense for which PJT should not receive indemnity, contribution or reimbursement under the terms of the Engagement Letter (including the Indemnification Agreement) as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Chapter 11 Cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these Chapter 11 Cases, PJT believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors’ indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (including the Indemnification Agreement) as modified by this Order, including without limitation, the advancement of defense costs, PJT must file an application therefor in this Court, and the Debtors may not pay any such amounts to PJT before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time during which this Court shall have jurisdiction over any request for fees and expenses by PJT for indemnification, contribution, and/or reimbursement , and is not a

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provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, PJT . All parties in interest shall retain the right to object to any demand by PJT for indemnification, contribution or reimbursement; and

- d. Any limitation of liability provisions in the Engagement Letter (including the Indemnification Agreement) are deemed to be of no force or effect with respect to the services to be provided pursuant to this Order.

11. PJT shall use its best efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

12. Notwithstanding anything to the contrary in the Application, Robbins Declaration and/or the Engagement Letter, all fees paid to PJT by the Debtors pursuant to the Engagement Letter during these Chapter 11 Cases are subject to disgorgement unless and until they are approved by the Court on a final basis, after submission of PJT's final fee application.

13. Notwithstanding anything to the contrary in the Application, the Robbins Declaration and/or the Engagement Letter, this Court shall have exclusive jurisdiction over PJT's engagement during the pendency of these Chapter 11 Cases.

14. To the extent there is any inconsistency between the terms of the Engagement Letter, the Application, the Robbins Declaration, and this Order, the terms of this Order shall govern.

15. To the extent the Debtors wish to expand the scope of PJT's services beyond those services set forth in or contemplated in the Engagement Letter or this Order (and as to which additional compensation would otherwise be payable), the Debtors shall be required to seek further approval from this Court. The Debtors shall file notice of any proposed additional services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, counsel for any committee appointed in these Chapter 11 Cases, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within fourteen days of the Debtors filing such notice, such additional services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

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16. Notwithstanding anything in the Application, the Robbins Declaration, and/or the Engagement Letter to the contrary: (a) PJT shall, to the extent that PJT uses the services of independent contractors or subcontractors (collectively, the “**Contractors**”) in these cases, (i) pass through the cost of such Contractors to the Debtors at the same rate that PJT pays the Contractors, (ii) seek reimbursement for actual costs only, (iii) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014; (iv) file such disclosures required by Bankruptcy Rule 2014 with the Court; and (v) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases. In the event PJT seeks to use any of its affiliates to perform services for the Debtors (separate for the services being provided under the Engagement Letter), the Debtors shall seek the separate retention of any such affiliates.

17. In the event that, during the pendency of these cases, PJT seeks reimbursement for any attorneys’ fees and/or expenses, the invoices and supporting time records from such attorneys, appropriately redacted to preserve applicable privileges, shall be billed in one-tenth hour increments and shall be included in PJT’s fee applications, both interim and final, and such invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of the Court under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney’s services satisfy section 330(a)(3)(C) of the Bankruptcy Code. The U.S. Trustee shall have the right to respond or object to PJT’s request for reimbursement of expenses, including but not limited to any request for the reimbursement of legal fees of PJT’s independent counsel, based on the reasonableness standard provided in section 330 of the Bankruptcy Code and not section 328(a) of the Bankruptcy Code.

18. Notwithstanding anything in the Application, the Robbins Declaration, and/or the Engagement Letter to the contrary, PJT shall only be reimbursed for any legal fees incurred in connection with these Chapter 11 Cases to the extent permitted under applicable law; *provided,*

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however; that PJT shall not seek reimbursement from the Debtors' estates for any fees incurred in defending any of PJT's fee applications in these Chapter 11 Cases.

19. Notwithstanding anything in the Application, the Robbins Declaration, and/or the Engagement Letter to the contrary, PJT shall seek reimbursement from the Debtors' estates for its engagement-related expenses at the firm's actual cost.

20. None of the fees payable to PJT shall constitute a "bonus" or fee enhancement under applicable law.

21. Such services other than set forth in the Application, the Robbins Declaration, and/or the Engagement Letter that the Debtors may request that PJT provide during the course of these Chapter 11 Cases, and as agreed to by PJT, shall be subject to separate application and order of this Court.

22. Notwithstanding anything to the contrary in the Application, the Robbins Declaration, and/or the Engagement Letter, termination of PJT's retention shall only commence upon entry of an order by this Court terminating PJT's retention.

23. Notwithstanding anything to the contrary in the Application, Robbins Declaration, and/or the Engagement Letter, the Court shall have exclusive jurisdiction over PJT's engagement during the pendency of these chapter 11 cases.

24. To the extent that there may be any inconsistency between the terms of the Engagement Letter (including the Indemnification Agreement), the Application, the Robbins Declaration, and this Order, the terms of this Order shall govern.

25. Notice of the Application as described therein shall be deemed good and sufficient notice of the Application and the relief requested therein, and satisfies the requirements of Bankruptcy Rule 6004(a) and all other Bankruptcy Rules and Local Rules.

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

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

28. The Court retains exclusive jurisdiction over all matters arising from or related to the implementation, interpretation or enforcement of the Engagement Letter (including the Indemnification Agreement) and this Order.

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