



**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)

Order Filed on February 2, 2026
by Clerk
U.S. Bankruptcy Court
District of New Jersey

**ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF KURTZMAN CARSON
CONSULTANTS, LLC DBA VERITA GLOBAL AS ADMINISTRATIVE
ADVISOR EFFECTIVE AS OF THE PETITION DATE**

The relief set forth on the following pages, numbered three (3) through nine (9), is
ORDERED.

DATED: February 2, 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**”)¹ of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an order (this “**Order**”) authorizing the Debtors to employ and retain Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as administrative advisor effective as of the Petition Date; 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. The Debtors are authorized to retain Verita as Administrative Advisor pursuant to section 327(a) of the Bankruptcy Code effective as of the Petition Date under the terms of the Services Agreement attached to the Application as **Exhibit B**, as modified by this Order, and Verita is authorized to perform the bankruptcy administration services described in the Application and set forth in the Services Agreement.
3. Any services Verita will provide relating to the Debtors’ schedules of assets and liabilities and statements of financial affairs shall be limited to administrative and ministerial services. The Debtors shall remain responsible for the content and accuracy of their schedules of assets and liabilities and statements of financial affairs.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

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4. Verita is authorized to take all actions necessary to comply with its duties as Administrative Advisor as described in the Application and set forth in the Services Agreement.

5. Verita shall apply to the Court for allowance of compensation for professional services rendered and reimbursement of expenses incurred in its capacity as Administrative Advisor in connection with the Debtors' chapter 11 case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court.

6. Verita is authorized to apply its retainer first to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Services Agreement during the case as security for the payment of fees and expenses incurred under the Services Agreement.

7. The indemnification, contribution and reimbursement provisions in the Services Agreement are approved, subject to the following modifications, applicable during the pendency of these Chapter 11 Cases:

- a. Verita shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement, unless the indemnification, contribution, or reimbursement is approved by the Court.
- b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Verita, or provide contribution or reimbursement to Verita, for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen from Verita's breach of contract, gross negligence, bad faith, self-dealing, fraud, breach of fiduciary duty, or willful misconduct; (b) for a contractual dispute in which the Debtors alleges the breach of Verita's contractual obligations under the Services Agreement, unless the Court determines that indemnification, contribution or

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reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (c) settled without the Debtors' consent prior to a judicial determination under (a) or (b) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which Verita should not receive indemnity, contribution or reimbursement under the terms of the Services 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, Verita believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement, as modified by this Order, including, without limitation, the advancement of defense costs, Verita must file an application therefor in this Court, and the Debtors may not pay any such amounts to Verita before the entry of an order of this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Verita for indemnification contribution, and/or reimbursement and not a provision limiting the duration of the Debtors' obligation to indemnify or make contributions or reimbursements to Verita. All parties in interest shall retain the right to object to any demand by Verita for indemnification, contribution, or reimbursement.

8. In the event that, during the pendency of these cases, Verita seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, as modified by this Order, the invoices and supporting time records for the attorneys' fees and expenses, appropriately redacted to preserve applicable

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privileges, shall be billed in one-tenth hour increments and shall be included in Verita's own applications, both interim and final, and these invoices and time records shall be in compliance with the Local Rules, the U.S. Trustee Guidelines, and approval of this Court pursuant to sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorneys have been retained under section 327 of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Verita shall not be entitled to reimbursement by the Debtors for any fees, disbursements, or other charges of Verita's counsel other than those incurred in connection with a request of Verita for payment of indemnity subject to objection under the reasonableness standard of section 330.

9. Notwithstanding anything to the contrary in the Application, Gershbein Declaration or the Services Agreement, Verita shall not seek reimbursement of any fees or costs arising from the defense of its fee applications in the above-captioned cases.

10. Notwithstanding anything to the contrary contained in the Application, the Gershbein Declaration, or the Services Agreement, during the chapter 11 cases, any limitation of liability including, but not limited to, section IX of the Services Agreement shall be of no force or effect.

11. Notwithstanding, anything to the contrary contained in the Application, the Gershbein Declaration or the Services Agreement, to the extent Verita uses the services of independent contractors or subcontractors (collectively, the “**Contractors**”) in these chapter 11 cases, Verita shall (a) pass through the cost of such Contractors to the Debtors at the same rate that Verita pays the Contractors; (b) seek reimbursement for actual costs of the Contractors only; (c) ensure that the Contractors perform the conflicts check required by Bankruptcy Rule 2014 and file with the Court such disclosures as required by Bankruptcy Rule 2014; and (d) attach any such Contractor invoices to its monthly fee statements, interim fee applications and/or final fee applications filed in these chapter 11 cases.

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12. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, (i) the 2.5% late charge in paragraph II(E) of the Service Agreement shall not be assessed during the pendency of these chapter 11 cases and (ii) the payment of invoices upon receipt in paragraph II(E) of the Services Agreement shall not be applicable during the pendency of these cases.

13. Notwithstanding anything to the contrary in the Application, Gershbein Declaration, or the Services Agreement, in the event that any of these chapter 11 cases convert to a case under chapter 7 of the Bankruptcy Code, the chapter 7 trustee appointed to such case or cases shall have no obligation to continue the engagement of Verita.

14. Notwithstanding anything in the Application, Gershbein Declaration, or the Services Agreement to the contrary, Verita shall seek reimbursement from the Debtors' estates for its engagement-related expenses at Verita's actual cost paid.

15. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, including section VI thereof, termination of Verita's retention shall only commence upon entry of an order by this Court terminating Verita's retention.

16. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, including section XIII thereof, the Court shall have exclusive jurisdiction over Verita's engagement during the pendency of these chapter 11 cases.

17. Notwithstanding anything to the contrary contained in the Application, the Gershbein Declaration, or the Services Agreement, including section VIII thereof, Verita is not authorized to establish accounts with financial institutions in the name of and as agent for the Debtors unless the Debtors directly open or opened the post-petition bank accounts with the assistance of Verita, who acted as a referral agent. To the extent Verita received any benefits from the applicable bank for such referral, Verita confirms that such benefits are nominal but has agreed in any event to waive any such benefits from the applicable bank. The Debtors shall provide five

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(5) business days' advance notice to the U.S. Trustee and any statutory committee appointed in these chapter 11 cases prior to opening any bank accounts on behalf of the Debtors (it being understood that the Debtors have already provided due notice as to two specific such bank accounts). The Debtors shall provide immediate notice of any bank accounts opened between the Petition Date and the date this Order is entered upon entry of this Order. Any such bank accounts shall only be opened at banks that are signatories to a Uniform Depository Agreement with the Office of the United States Trustee for the District of New Jersey.

18. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, solely during the pendency of these chapter 11 cases, if any advance payment of an invoice is reasonably expected to exceed \$10,000 in any single month as set forth in paragraph II(E) of the Services Agreement, at the time Verita requests advance payment from the Debtors, Verita shall also provide notice to the U.S. Trustee and any statutory committees appointed in these cases.

19. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, solely during the pendency of these chapter 11 cases, prior to any prepayment of fees and expenses for print notice and media publication as set forth in paragraph II(E) of the Services Agreement, Verita shall provide three (3) business days' notice to the U.S. Trustee and any statutory committees appointed in these cases.

20. Notwithstanding anything to the contrary contained in the Application, Gershbein Declaration, or the Services Agreement, including paragraph II(A) thereof, Verita shall provide at least thirty (30) days' notice of any increases in its billing rates, subject to the parties-in-interest's right to object to any such increases.

21. In order to avoid any duplication of effort and provide services to the Debtors in the most efficient and cost-effective manner, Verita shall coordinate with any additional firms the Debtors retain regarding their respective responsibilities in these Chapter 11 Cases. As such,

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

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

23. Notwithstanding any provision of the Bankruptcy Rules or Local Rules, this Order shall be effective and enforceable immediately upon its entry.

24. In the event of any inconsistency between the Services Agreement, the Application, the Gershbein Declaration, and this Order, the terms of this Order shall govern.

25. The Debtors and Verita are authorized to take all steps necessary or appropriate to carry out this Order.

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