



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)

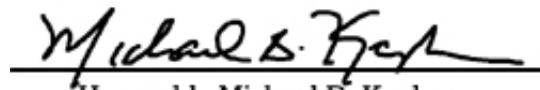
Order Filed on
February 2, 2026
by Clerk
U.S. Bankruptcy
Court
District of New
Jersey

**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ALVAREZ & MARSAL NORTH
AMERICA, LLC AS FINANCIAL ADVISORS TO DEBTORS AND
DEBTORS IN POSSESSION EFFECTIVE AS OF THE PETITION DATE**

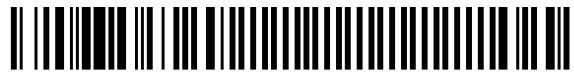
The relief set forth on the following pages, numbered three (3) through eight (8), is

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. Local Bankruptcy Rule 9004-1(b)

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Debtors: United Site Services, Inc. *et al.*
Case No.: 25-23630 (MBK)
Caption of Order: Order Authorizing the Retention and Employment of Alvarez & Marsal North America, LLC as Financial Advisors to Debtors and Debtors in Possession Effective as of the Petition Date

Upon the application (the “**Application**”) of the debtors in possession in the above-captioned case (collectively, the “**Debtors**” or the “**Company**”) for an order pursuant to sections 327(a) and 328 of title 11 of the United States Code (the “**Bankruptcy Code**”), authorizing the Debtors to employ and retain Alvarez & Marsal North America, LLC, together with employees of its affiliates (all of which are wholly-owned by its parent company and employees), its wholly owned subsidiaries, and independent contractors (collectively, “**A&M**”) as financial advisors, *nunc pro tunc* to the date of filing of these cases (the “**Petition Date**”) on the terms set forth in the engagement letter (the “**Engagement Letter**”) annexed to the Application as Exhibit A; and upon the Declaration of Brian Cejka in support of the Application annexed thereto as Exhibit B; and due and adequate notice of the Application having been given; and the Court being satisfied that A&M is a “disinterested person” as such term is defined under section 101(14) of the Bankruptcy Code; and it appearing that no other or further notice need be provided; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. The Application is granted to the extent set forth herein.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.
3. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, the Debtors are hereby authorized to retain A&M as financial advisors to the Debtors, effective as of the Petition Date on the terms set forth in the Engagement Letter.
4. The terms of the Engagement Letter, including without limitation, the compensation provisions and the indemnification provisions, as modified by the Application and this Order, are reasonable terms and conditions of employment and are hereby approved; *provided, however*, that the rights of the U.S. Trustee and all parties in interest to object to any aspect of compensation sought in any fee application filed by A&M are preserved.

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

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5. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, A&M shall file interim and final fee applications for allowance of compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Case pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the U.S Trustee Fee Guidelines, and any other applicable procedures and orders of this Court. A&M shall keep its time in one-tenth (1/10) hour increments in accordance with the U.S Trustee Guidelines.

6. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, A&M's interim and final applications for compensation and reimbursement of fees and actual expenses shall be subject to review under the reasonableness standard in section 330 of the Bankruptcy Code.

7. The Debtors will coordinate with A&M and other retained professionals to avoid duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

8. Prior to applying any increases in its hourly rates beyond the rates set forth in the Application, A&M shall provide ten (10) days' prior notice of any such increases to the Debtors, the U.S. Trustee, and any statutory committees appointed in these Chapter 11 Cases, and shall file such notice with the Court. All parties in interest retain rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

9. A&M shall (i) only bill fifty percent (50%) for non-working travel.; (ii) not entitled to recover attorneys' fees or expenses for defending its fee applications in these chapter 11 cases; (iii) use the billing and expenses categories that are substantially similar to those set forth in the

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UST Guidelines (Exhibit D-1 “Summary of Compensation Requested by Project Category”); and (v) provide any and all monthly fee statements, interim fee applications, and final fee applications in “LEDES”, or similar agreed upon Excel format, to the United States Trustee.

10. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, A&M shall (a) to the extent that A&M uses the services of third party entity independent contractors or subcontractors (collectively, the “Contractors”) in these cases, pass through the costs of such Contractors to the Debtors at the same rate that A&M pays the Contractors; (b) seek reimbursement for actual out-of-pocket costs only; (c) ensure that the Contractors are subject to the same conflicts checks as required for A&M; (d) file with this Court any disclosures with respect to the Contractors required by Bankruptcy Rule 2014, and (e) attach any invoices received from the Contractors to its monthly fee statements, interim fee applications and/or final fee applications filed in these cases.

11. In the event that, during the pendency of these chapter 11 cases, A&M requests reimbursement for any attorneys’ fees and/or expenses, the invoices and supporting time records from such attorneys shall be billed in one-tenth hour increments and shall be included in A&M’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 the standards of section 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.

12. The indemnification, contribution, and reimbursement provisions set forth in the Engagement Letter between the Debtor and A&M, if any, are subject during the pendency of the Debtors’ Chapter 11 Cases to the following:

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- a. A&M shall not be entitled to indemnification, contribution, or reimbursement pursuant to its Engagement Letter, unless the indemnification, contribution, or reimbursement is approved by this Court;
- b. Notwithstanding anything to the contrary in the Application, Engagement Letter or in the Cejka Declaration, the Debtors shall have no obligation to indemnify A&M, or provide contribution or reimbursement to A&M, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from A&M's gross negligence, fraud, breach of fiduciary duty, if any, willful misconduct or bad faith; (ii) for a contractual dispute in which the Debtors allege breach of A&M's contractual obligations under the Engagement Letter, unless this 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 A&M should not receive indemnity, contribution or reimbursement under the terms of its engagement agreement, as modified by this Order; and
- 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, A&M 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 agreement (as modified by this Order), including without limitation, the advancement of defense costs, A&M must file an application therefor in this Court, and the Debtors must not pay any such amounts to A&M before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by A&M for indemnification, contribution and/or reimbursement, and is not a provision limiting the duration of the Debtors' obligation to indemnify, or make contributions or reimbursements to, A&M. All parties in interest shall retain the right to object to any demand by A&M for indemnification, contribution and/or reimbursement.

13. For services rendered during these Chapter 11 Cases, the following language in the indemnification and limitation on liability agreement attached to the Engagement Letter (the

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“Indemnity Agreement”) is of no further force and effect: (1) in clause (A) of the Indemnity Agreement: “in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity)” and (2) in clause (D) of the Indemnity Agreement: “and further provided that in no event will the Indemnified Parties’ aggregate contribution for all losses, claims, damages, liabilities, and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnification Parties pursuant to the Agreement.”

14. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, A&M shall seek reimbursement from the Debtors’ estates for its engagement-related expenses at A&M’s actual cost paid.

15. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, the remaining balance of the Retainer held by A&M shall be held by A&M as security throughout these Chapter 11 Cases; provided that A&M shall apply any remaining amounts of the Retainer as a credit toward its final fees and expenses. At the conclusion of A&M’s engagement by the Debtors, if the amount of the Retainer held by A&M is in excess of the amount of A&M’s outstanding and estimated fees, expenses, and costs, A&M will pay to the Debtors the amount by which the Retainer exceeds such fees, expenses, and costs, in each case in accordance with the Engagement Letter.

16. In the event of any termination of the Engagement Letter by A&M, the Debtors shall promptly provide notice of such termination to the U.S. Trustee and any statutory committees appointed in these cases.

17. Such services other than set forth in the Application. that the Debtors may request that A&M provide during the course of these chapter 11 cases, and as agreed to by A&M, shall be subject to separate application and order of this Court.

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18. To the extent there is inconsistency between the terms of the Engagement Letter, the Application, and this Order, the terms of this Order shall govern.

19. Notwithstanding anything to the contrary contained herein, or in the Application, the Cejka Declaration, the Engagement Letter, or any other provision in this Order, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation or enforcement of this Order.