

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
Caption in Compliance with D.N.J. LBR 9004-1(b)	
Greenbaum, Rowe, Smith & Davis LLP Metro Corporate Campus One P.O. Box 5600 Woodbridge, New Jersey 07095 (732) 549-5600 dbruck@greenbaumlaw.com Attorneys for landlord/creditor, OMJ LLC	
In re:	Chapter 11
<b>UNITED SITE SERVICES, INC.,</b>	<b>Case No.: 25-23630 (MBK)</b>
Debtors.	<b>(Jointly Administered)</b>

**SUPPLEMENTAL OBJECTION TO THE SECOND AMENDED JOINT PREPACKAGED  
PLAN OF REORGANIZATION OF UNITED SITE SERVICES INC., AND ITS DEBTOR  
AFFILIATES**

By way of supplemental objection to the Second Amended Joint Prepackaged Plan of Reorganization of United Site Services Inc. and its Debtor Affiliates (ECF 291), creditor OMJ LLC states:

**Preliminary Statement:**

1. On January 30, 2026, OMJ LLC filed an Objection (the Objection) (ECF 240) to the Amended Joint Prepackaged Plan of Reorganization of United Site Services Inc. and its Affiliated Debtors (the Plan). This Supplemental Objection restates in part the objections set forth in the Objection and amends and supplements certain objections as set forth herein.

2. The purpose of this Supplemental Objection is not to disrupt confirmation of the Amended Plan; rather it is the purpose of this Objection to assure that the treatment of the unsecured claim of OMJ LLC is as stated in the Amended Plan, that is that the claim is “unimpaired” as provided in Bankruptcy Code section 1124, and that the Holder of the claim receives not only the cash to which it is entitled but that the contractual, legal and equitable rights to which OMJ LLC is entitled are preserved and not altered or modified by confirmation of the Amended Plan.

3. OMJ asks that the Court take Judicial Notice of a December 29, 2025 press release issued by the Debtors stating in part that “USS will continue to operate normally” and: vendors, landlords and other general unsecured creditors will be unimpaired and paid in full.” The design of the Plan coupled with the media statements of the filing of the petition were intended to lull unsecured creditors to inaction. Class 8 claimants need not vote and are deemed to have accepted



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the Plan. No proofs of claim were required to be filed. To date no schedules have been filed. To date notwithstanding the fact that between 25,000 and 50,000 unsecured creditors will be impacted by the bankruptcy of USS, only 117 proofs of claim have been filed reflecting that the design of the Plan was successful. No process is included in the Plan for objecting to claims. Unsecured creditors believe that all that they have to do is to wait for a check. No mention is made regarding the contractual, legal or equitable rights of unsecured creditors which will be impacted by confirmation of the Plan absent amendments to the treatment of Class 8 creditors.

4. On February 6, 2026, the Debtors filed a Second Amended Joint Prepackaged Plan of Reorganization of United Site Services Inc. and its Debtor Affiliates. (the Amended Plan)

**Treatment of Class 8 as Proposed by the Debtors Does Not Comply with Bankruptcy Code Section 1124.**

5. The treatment of Unsecured Creditors (Class 8) in the Plan included language which by its terms impaired the Class of Unsecured Creditors. It provided that the Holders of Allowed Unsecured Claims would be paid in Cash or “(ii) otherwise receive treatment consistent with the provisions of 1129(a)(9) of the Bankruptcy Code”. Code section 1129 (a)(9) provides for deferred cash payments with respect to certain claims identified therein. Deferred cash payments results in an impairment and accordingly, the treatment of Class 8 was impaired under the Plan. See Code section 1124.

6. In the Amended Plan, in response to the Objection filed by OMJ LLC, the Debtors have changed the language as to the treatment of allowed claims in Class 8 to read:

“Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practical thereafter), in full and final satisfaction, settlement, release and discharge of and in exchange for such Allowed General Unsecured Claim, each Holder of an Allowed General Unsecured Claim will, at the option of the Debtors or the Reorganized Debtors (i) be paid in full in cash, or (ii) receive such other treatment that renders such Holder Unimpaired.” (emphasis supplied)

7. The reference to “such other treatment” is ambiguous and introduces uncertainty to the treatment of allowed unsecured claims where there need be none. No such language appears in the description of the treatment of other unimpaired claims. Code section 1124 is explicit that in order to be unimpaired, the plan “(1) leaves unaltered the legal, equitable and contractual rights to which such claim or interest entitles the holder of such claim or interest...” The reference to “such other treatment” should be deleted.

8. OMJ’s Claims as set forth in the well documented proofs of claim filed in these cases reflects not just monetary claims but other contractual , legal and equitable rights included in the leases which the Debtors breached including indemnifications, reimbursement for legal fee, interest

and charges which must ride through the confirmation of the Amended Plan if in fact OMJ's Claims are to be considered "unimpaired" in compliance with Code section 1124.

9. The proposed treatment of Class 8 as being "unimpaired" is a misnomer and is misleading. Absent language assuring that the contractual, legal and equitable rights of OMJ will be preserved and survive confirmation, the treatment of Class 8 claimants is impaired, and they are entitled to vote on the Amended Plan. The section should read as follows:

"Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, on the Effective Date (or as soon as reasonably practical thereafter) each Holder of such Allowed General Unsecured will (i) be paid in full in cash, and (ii) all of its contractual, legal, and equitable rights to which such claim entitles the Holder of such claim are preserved and shall survive confirmation of the Amended Plan as against the Debtors and the Reorganized Debtors."

10. In addition to the cited provisions in the Plan which render the treatment of Class 8 claimants impaired there are other areas of the Plan previously cited in the Objection which preclude unimpaired status. For example, deferring the objections to Claims until 180 days following the Effective Date is in itself an impairment of the Class. Other Classes are paid on the Effective Date.

#### **Need for a Reserve For Payment of Class 8**

11. The Disclosure Statement states that the size of the general unsecured creditor body for Plan purposes is at \$87,000,000, although elsewhere in the Disclosure Statement it states that for liquidation purposes "prepetition trade debts are \$46.8M, real estate lease rejection damages are at \$24M, contract rejection damage claims are estimated at \$133.1M and that Deficiency Claims would be in the range of \$2.7 billion and \$2.8 billion. For purposes of the analysis under the Plan, OMJ LLC is assuming that \$87M is a good faith estimate of the general unsecured claims.

12. The liquidity to be provided to the Reorganized Debtors on the Effective Date is estimated at roughly \$580M through the Exit Tem Loan, the Exit ABL Loan and the Exit RCF loan together with cash raised through the Equity Rights Offering., (estimated at \$480M) If fully funded on the Effective Date the total cash raised would be \$1 billion, 60 million.

13. As provided in the Plan, on the Effective Date, the Reorganized Debtors agree to pay as follows:

- a. The DIP Facility- \$120M
- b. Priority Tax Claims – Note that the State of California has recently filed a proof of claim of \$67M
- c. Restructuring Expenses- \$1,000,000
- d. Professional Fees- \$ unknown
- e. ABL Facility Claims \$157M
- f. First Out Revolving Loans- \$100M

- g. First Out Term Loans \$477M
- h. Second Out Claims—Distributable New Common Shares and subscription rights
- i. Amended Term Loan Claims Allowed in the amount of \$46M- treatment its pro rata share of \$10M.

In the aggregate the amount to be distributed through the Plan on the Effective Date is no less than \$932M exclusive of payment of professionals and administration expenses and any distribution to the holders of allowed unsecured creditors. Unsecured creditors' claims are estimated at \$87M. Availability of cash to pay the full amount of Allowed Claims of Class 8 is on the Effective Date questionable

14. Under these circumstances in order for the Plan to be feasible, and for Class 8 claims to be truly unimpaired, the Amended Plan should be further amended to provide a Reserve Account for the payment to the Holders of Allowed General Unsecured Claims in the amount a good faith estimate of the outstanding unsecured claims. Absent the establishment of such an account with available funding for allowed claims and a process for handling disputed claims, Class 8 is impaired.

**Bankruptcy Court Should Retain Exclusive Jurisdiction to Resolve Disputed Claims:**

15. Article VII of the Amended Plan builds on the purported "unimpaired" treatment of the Class 8 Claims and states at page 63 that "Holders of Claims need not file proofs of Claims, and the Reorganized debtors and the Holders of Claims shall determine, adjudicate and resolve any disputes over the validity and amounts of such Claims in the ordinary course of business as if the Chapter 11 Cases had not been commenced...."

16. In other words, although the section is phrased as "Disputed Claims Process", there is no process under the Amended Plan to resolve disputed Claims. The Reorganized Debtors and the Holders of Claims shall attempt at some point after the Effective Date to resolve issues of validity and amount of Claims, bearing in mind that objections to Claims are not due for no less than six months following the Effective Date. This delay in and of itself is an impairment.

17. Article VII goes on to say at page 64.

- a. The Reorganized Debtors shall have any and all rights and defenses that the applicable Debtors had with respect to any Claim.....and "the sole authority (1) to file,...or litigate to judgment objections to Claims.....without any further notice ...order or approval by the Court".
- b. The section is unclear as to the jurisdiction of the Bankruptcy Court to hear objections to Claims. The Section should have an express provision that states that the Bankruptcy Court shall have exclusive jurisdiction to hear objections to Claims and the time for objecting to claims should be limited to 60 days following the Effective Date.

- c. The Section should be modified to provide that the Plan Injunction does not impact the commencement of litigation by Holders of Claims in the Bankruptcy Court as against the Reorganized Debtors.

**Conclusion:**

As set forth above in the Preliminary Statement, OMJ LLC 's Supplemental Objection is aimed at providing need affirmative assurance that its Claim will be unimpaired and that its contractual, legal and equitable rights will survive confirmation of the Amended Plan as required in Bankruptcy Code 1124 and "as if the Bankruptcy Cases had not been commenced". See Amended Plan, page 64.

Greenbaum Rowe Smith & Davis LLP  
Counsel to OMJ LLC

A handwritten signature in black ink, appearing to be "D. Bruck", written over a horizontal line.

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