

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

In re

UNITED SITE SERVICES, INC. *et al.*,¹

Debtors.

Case No. 25-23630

Chapter 11

(Joint Administration Requested)

**APPLICATION FOR AN ORDER
AUTHORIZING RETENTION OF CLAIMS
AND NOTICING AGENT FOR THE DEBTORS
UNDER 28 U.S.C. § 156(C), 11 U.S.C. § 105(A)
AND GENERAL ORDER GOVERNING PROTOCOL
FOR THE RETENTION OF CLAIMS AND NOTICING AGENTS
UNDER 28 U.S.C. § 156(C) PENDING ADOPTION OF LOCAL RULE**

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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TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

The debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) hereby move for entry of an order, substantially in the form of **Exhibit D** hereto (the “**Retention Order**”) authorizing the Debtors to appoint Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as claims and noticing agent (“**Claims and Noticing Agent**”) in the Debtors’ Chapter 11 Cases effective as of the Petition Date (as defined herein), pursuant to the terms and conditions of that certain standard services agreement dated November 20, 2025, by and between the Debtors and Verita (the “**Services Agreement**”), attached hereto as **Exhibit A**. In support of this application (the “**Section 156(c) Application**”), the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue in the Court is proper in this district under 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

2. On December 28, 2025, (the “**Petition Date**”), the Debtors filed separate voluntary petitions under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These Chapter 11 Cases are prepackaged cases commenced for the purpose of implementing a comprehensive restructuring in accordance with the terms of a restructuring support agreement. The Debtors commenced solicitation of votes on a plan of reorganization reflecting the terms of the restructuring support agreement prior to commencing these Chapter 11 Cases, and filed that plan of reorganization with the Court contemporaneously herewith.

3. Pursuant to a separate application filed on the Petition Date, the Debtors requested joint administration of the Debtors' estates, as provided for in Rule 1015(b) of the Bankruptcy Rules.

4. USS is one of the United States' leading providers of portable restrooms and complementary site services. USS's primary service is portable sanitation: convenient access to regularly serviced portable restrooms and sinks across a variety of settings, including special events, construction sites, and other agricultural and industrial settings that lack sufficient permanent facilities. USS owns approximately 350,000 portable restrooms, which range from plastic single-user units to luxury mobile trailers with running water, electricity and air conditioning.

5. In addition to portable restrooms, as part of its core services, USS offers hand hygiene stations ranging from alcohol-based sanitizer stations to portable sinks with soap and water. In addition to these services, USS offers a range of complementary services, such as temporary fences, crowd control barricades, roll-off dumpsters, modular storage, and temporary power sources. USS also offers non-hazardous liquid waste removal services, pumping and hauling high volumes of liquid waste from commercial settings, such as grease traps from restaurants, underground water from construction sites, and leachate from landfills.

6. USS is headquartered in Westborough, Massachusetts and has over 3,000 employees.

7. For further information about USS, its business operations, assets and capital structure, and the circumstances that led to the filing of the Chapter 11 Cases, USS refers to the *Declaration of Chris Kelly in Support of Chapter 11 Petitions and First Day Motions of United Site Services, Inc. et al.* (the "**First Day Declaration**"), which was filed contemporaneously with this Application and the Debtors' voluntary petitions for relief.²

² Capitalized terms used but not defined in this Application have the meanings ascribed to them in the First Day Declaration.

RELIEF REQUESTED

8. This Section 156(c) Application is made pursuant to 28 U.S.C. § 156(c), Section 105(a) of the Bankruptcy Code and *General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C. Section 156(c) Pending Adoption of Local Rule* (the “**Agent Retention Protocol**”) for an order appointing Claims and Noticing Agent to act as the claims and noticing agent in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtors’ cases. The Debtors’ selection of Claims and Noticing Agent to act as the claims and noticing agent has satisfied the court’s Agent Retention Protocol, in that the Debtors have obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that Claims and Noticing Agent’s rates are competitive and reasonable given Claims and Noticing Agent’s quality of services and expertise. The terms of retention are set forth in the Services Agreement annexed hereto as **Exhibit A**. The Claims and Noticing Agent is seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.

9. The Debtors anticipate that there will be in excess of 13,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors’ estates and their creditors.

10. Claims and Noticing Agent has acted as the claims and noticing agent in numerous cases of comparable size, including several cases pending in the United States Bankruptcy Court for this District: *See, e.g., In re CBRM Realty Inc., et al.*, No. 25-15343 (MBK) (Bankr. D.N.J. June 2, 2025); *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Dec. 23, 2024); *In re Thrasio Holdings, Inc., et al.*, No. 24-11840 (CMG) (Bankr. D.N.J. Feb. 28, 2024); *In re Invitae Corp., et al.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 13, 2024); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023); *In re Cloudeeva, Inc.*, No. 14-24874 (KCF)

(Bankr. D.N.J. July 24, 2014); *In re RIH Acquisitions NJ, LLC*, No. 13-34483 (GMB) (Bankr. D.N.J. Nov. 8, 2013); *In re Wave2Wave Comms., Inc.*, No. 12-13896 (DHS) (Bankr. D.N.J. Mar. 29, 2012); *In re the Newark Grp., Inc.*, No. 10-27694 (NLW) (Bankr. D.N.J. June 6, 2010); *In re Adamar of New Jersey, Inc.*, No. 09-20711 (JHW) (Bankr. D.N.J. May 1, 2009); *In re Tarragon Corp.*, No. 09-10555 (DHS) (Bankr. D.N.J. Jan. 19, 2009); *In re Avaya Inc.*, No. 23-90088 (DRJ) (Bankr. S.D. Tex. Feb. 14, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022); *In re First Guaranty Mortgage Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Sept. 9, 2021); *In re Superior Energy Services, Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Dec. 8, 2020); *In re Oasis Petrol. Inc.*, No. 20-34771 (MI) (Bankr. S.D. Tex. Sept. 8, 2020); *In re Briggs & Stratton Corp.*, No. 20-43597-399 (BSS) (Bankr. E.D. Mo. Aug. 20, 2020); *In re Hi-Crush Inc.*, No. 20-33495 (DRJ) (Bankr. S.D. Tex. July 13, 2020); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. June 16, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) (Bankr. D. Del. June 16, 2020); *In re Avianca Holdings S.A.*, No. 20-11133 (MG) (Bankr. S.D.N.Y. May 13, 2020); *In re Speedcast International Ltd.*, No. 20-32243 (MI) (Bankr. S.D. Tex. Apr. 24, 2020); *In re the McClatchy Co.*, No. 20-10418 (MEW) (Bankr. S.D.N.Y. Feb. 14, 2020); *In re Halcon Res. Corp.*, No. 19-34446 (DRJ) (Bankr. S.D. Tex. Aug. 7, 2019); *In re Legacy Reserves Inc.*, No. 19-33395 (MI) (Bankr. S.D. Tex. June 6, 2019); *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019); *In re Waypoint Leasing Holdings Ltd.*, No. 18-13648 (SMB) (Bankr. S.D.N.Y. Nov. 27, 2018); *In re ATD Corp.*, No. 18-12221 (KJC) (Bankr. D. Del. Oct. 5, 2018).

11. By appointing the Claims and Noticing Agent as the claims and noticing agent in these cases, the distribution of notices and the processing of claims will be expedited, and the clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims. In support of this Section 156(c) Application, the Debtors submit the *Affidavit of Evan Gershbein in Support Of Application for an Order Authorizing Retention of Claims and Noticing Agent for the Debtors Under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and*

General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C. § 156(c) Pending Adoption of Local Rule (the “**Gershbein Affidavit**”), attached hereto as **Exhibit B**.

12. This Section 156(c) Application pertains only to the work to be performed by Claims and Noticing Agent under the clerk’s delegation of duties permitted by 28 U.S.C. § 156(c) and the Agent Retention Protocol, and any work to be performed by Claims and Noticing Agent outside of this scope is not covered by this Section 156(c) Application or by any Retention Order granting approval hereof. Specifically, Claims and Noticing Agent will perform the following tasks in its role as claims and noticing agent (the “**Claims and Noticing Services**”), as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in the cases in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) in the form and manner directed by the Debtors and/or the court, including (i) notice of the commencement of the cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtors’ plan or plans of reorganization including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or court may deem necessary or appropriate for an orderly administration of the cases.
- (b) To the extent applicable, maintain an official copy of the Debtors’ schedules of assets and liabilities and statement of financial affairs (collectively, “Schedules”), listing the Debtors’ known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest; and (ii) a “core” mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the clerk;
- (d) To the extent applicable, furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the schedules, which may

be effected by inclusion of such information (or the lack thereof, in cases where the schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;

- (e) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) For all notices, motions, orders or other pleadings or documents served, prepare and file or caused to be filed with the clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) Process all proofs of claim received, including those received by the clerk's office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) Maintain the official claims register for each Debtor (the "**Claims Registers**") on behalf of the clerk; upon the clerk's request, provide the clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, *etc.*), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (i) Provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (j) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (k) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (l) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Claims and Noticing Agent, not less than weekly;
- (m) Upon completion of the docketing process for all claims received to date for each case, turn over to the clerk copies of the claims register for the clerk's review (upon the clerk's request);
- (n) Monitor the court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;
- (o) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by

the Debtors or the court, including through the use of a case website and/or call center.

- (p) If the case is converted to Chapter 7, contact the clerk's office within three (3) days of the notice to Claims and Noticing Agent of entry of the order converting the case;
- (q) Thirty (30) days prior to the close of these cases, to the extent practicable, request that the Debtors submit to the court a proposed order dismissing the Claims and Noticing Agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these cases; and
- (r) Within seven (7) days of notice to Claims and Noticing Agent of entry of an order closing the Chapter 11 cases, provide to the court the final version of the claims register, a digital version of all claims, and the creditor mailing matrix as of the date immediately before the close of the cases.

13. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by Claims and Noticing Agent.

14. Claims and Noticing Agent shall not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy cases.

15. The Debtors respectfully request that the undisputed fees and expenses incurred by Claims and Noticing Agent in the performance of the above services be treated as administrative expenses of the Debtors' estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the court. Claims and Noticing Agent agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the court.

16. Prior to the Petition Date, the Debtors provided the Claims and Noticing Agent a retainer in the amount of \$75,000. Claims and Noticing Agent seeks to first apply the retainer to all pre-petition 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 cases as security for the payment of fees and expenses incurred under the Services Agreement.

17. Prior to selecting Verita as their Claims and Noticing Agent, the Debtors solicited and reviewed engagement proposals from two other Court-approved claims and noticing agents to ensure selection through a competitive process. The Debtors submit that Verita's rates are competitive and reasonable given Verita's quality of services and expertise. The terms of Verita's engagement are set forth in the Services agreement.

18. In connection with its retention as claims and noticing agent, Claims and Noticing Agent represents in the Gershbein Affidavit, among other things, that:

- (a) Claims and Noticing Agent will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the claims and noticing agent in the cases;
- (b) by accepting employment in the cases, Claims and Noticing Agent waives any rights to receive compensation from the United States government in connection with the Debtors' cases;
- (c) in its capacity as the claims and noticing agent in the cases, Claims and Noticing Agent will not be an agent of the United States and will not act on behalf of the United States; and
- (d) it is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

19. To the extent that there is any inconsistency between this Application, the Retention Order, and the Services Agreement, the Retention Order shall govern.

20. This Section 156(c) Application complies with the Agent Retention Protocol and conforms to the standard Section 156(c) Application in use in this court. The Debtors will provide copies of this Section 156(c) Application to (a) the clerk of court, (b) the United States Trustee, (c) the creditors holding the thirty largest unsecured claims, according to the consolidated list filed

by the Debtors with their petitions; (d) the administrative agent or indenture trustee (as applicable) for the ABL Facility, each of the 2024 First Lien Facilities, Amended Term Loans, and the Amended Unsecured Notes; (e) counsel to the Ad Hoc Group; (f) counsel to Clearlake Capital Group, L.P.; (g) counsel to Platinum; (h) counsel to CastleKnight; (i) the Internal Revenue Service; and (j) the Office of the U.S. Attorney for the District of New Jersey, and submit that no further notice is necessary under the circumstances.

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Upon the foregoing Section 156(c) Application, the Debtors request entry of an order, in the form annexed to the Section 156(c) Application as **Exhibit D**, (i) authorizing the Debtors to appoint Verita to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices, and (ii) granting such other relief as is just and proper.

Dated: December 29, 2025

Respectfully submitted,

/s/ Michael D. Sirota

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EXHIBIT A TO VERITA SECTION 156(C) APPLICATION
SERVICES AGREEMENT

VERITA AGREEMENT FOR SERVICES

This Agreement is entered into as of the 20th day of November 2025, between United Site Services, Inc. (together with its affiliates and subsidiaries, the “Company”),¹ and Kurtzman Carson Consultants, LLC dba Verita Global (together with its affiliates and subcontractors, “Verita”). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. Verita agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. Verita further agrees to provide (i) computer software support and training in the use of the support software, (ii) Verita’s standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the “Verita Fee Structure”).

C. Without limiting the generality of the foregoing, Verita may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by Verita and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the Verita Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by Verita.

E. The Company acknowledges and agrees that Verita will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to the services being provided under this Agreement. The parties agree that Verita may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that Verita shall not provide the Company or any other party with any legal advice.

II. PRICES, CHARGES AND PAYMENT

A. Verita agrees to charge and the Company agrees to pay Verita for its services at the rates and prices set by Verita that are in effect as of the date of this Agreement and in accordance with the Verita Fee Structure. Verita’s prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. Verita reserves the right to reasonably increase its

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

VERITA AGREEMENT FOR SERVICES

prices, charges and rates; provided, however, that if any such increase exceeds 15%, Verita will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay Verita's reasonable and documented transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to Verita (i) any reasonable and documented fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by Verita and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by Verita or paid by Verita to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of Verita, or are otherwise not provided for in the Verita Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. Verita agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. Verita's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and Verita reasonably believes it will not be paid, Verita may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice (email shall suffice) to Verita within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that Verita shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to Verita. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Verita will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, Verita shall receive a retainer in the amount of \$75,000 (the "Retainer") that may be held by Verita as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing,

VERITA AGREEMENT FOR SERVICES

Verita will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. Verita shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Verita shall promptly return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by Verita pursuant to this Agreement and/or developed during the course of this Agreement by Verita are the sole property of Verita. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or Verita's performance of its services developed or utilized during the term of this Agreement by Verita shall be the exclusive property of Verita. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by Verita under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of Verita during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless Verita provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of Verita and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of Verita that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Verita invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by Verita where Verita reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, Verita shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to

VERITA AGREEMENT FOR SERVICES

maintain an orderly transfer of record keeping functions and Verita shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with Verita's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to Verita) that discharges Verita from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to Verita or received by Verita in connection with the services provided under the terms of this Agreement may be retained by Verita until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all reasonable and documented fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by Verita. Verita shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay Verita for reasonable and documented expenses incurred as a result of the disposition of data or media. If the Company has not utilized Verita's services under this Agreement for a period of at least ninety (90) days, Verita may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by Verita shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

Verita strives to provide continuous improvements in the quality of service to its clients. Verita, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the Verita data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, Verita may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to Verita's agreement with financial institutions, Verita may receive compensation from such financial institutions for the services Verita provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold Verita, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to Verita's performance under this Agreement. Such indemnification shall exclude Losses resulting from Verita's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify Verita in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with

VERITA AGREEMENT FOR SERVICES

respect to the services provided by Verita under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, Verita's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if Verita has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of Verita, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall Verita be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall Verita's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to Verita for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to Verita and for the output of such information. Verita does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; Verita bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to Verita.

D. The Company agrees that except as expressly set forth herein, Verita makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Verita will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and Verita are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

VERITA AGREEMENT FOR SERVICES

KCC/Verita Global, LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@veritaglobal.com

United Site Services, Inc.
118 Flanders Road
Westborough, MA 01581
Attn: John Hafferty
Tel: (404) 578-0175
Fax:
E-Mail: haff@unitedsiteservices.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of Verita.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by Verita to a wholly-owned subsidiary or affiliate of Verita.

XVII. ATTORNEYS' FEES

VERITA AGREEMENT FOR SERVICES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC dba Verita Global

- DocuSigned by:

Evan J. Gershbein

41878F97BE7747D

BY: Evan Gershbein

DATE:

TITLE: EVP, Corporate Restructuring Services

01-Dec-2025 | 11:56:08 AM EST

Company



BY: Jeffrey Dunlop

DATE:

TITLE: VP & General Counsel

EXHIBIT B TO VERITA SECTION 156(C) APPLICATION

GERSHBEIN AFFIDAVIT

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re

UNITED SITE SERVICES, INC. *et al.*,¹

Debtors.

Case No. 25-23630

Chapter 11

Hearing Date: [●]

(Joint Administration Requested)

AFFIDAVIT OF EVAN GERSHBEIN IN SUPPORT
OF APPLICATION FOR AN ORDER AUTHORIZING
RETENTION OF CLAIMS AND NOTICING AGENT FOR
THE DEBTORS UNDER 28 U.S.C. § 156(C), 11 U.S.C.
§ 105(A) AND GENERAL ORDER GOVERNING PROTOCOL
FOR THE RETENTION OF CLAIMS AND NOTICING AGENTS
UNDER 28 U.S.C. § 156(C) PENDING ADOPTION OF LOCAL RULE

I, Evan Gershbein, being duly sworn, state the following under penalty of perjury:

1. I am an Executive Vice President of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”), whose offices are located at 222 N. Pacific Coast Hwy, 3rd Floor, El Segundo, CA 90245. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This affidavit (this “**Affidavit**”) is made in support of the *Application for an Order Authorizing Retention of Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C. § 156(c) Pending Adoption of Local Rule* (the “**Application**”).²

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.

² Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Application.

3. Verita is a leading chapter 11 administrator and is composed of industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Verita has acted as official claims and noticing agent in many large bankruptcy cases in this district and others. *See, e.g., In re Thrasio Holdings, Inc., et al.*, No. 24-11840 (CMG) (Bankr. D.N.J. Feb. 28, 2024); *In re Invitae Corp., et al.*, No. 24-11362 (MBK) (Bankr. D.N.J. Feb. 13, 2024); *In re Cyxtera Techs., Inc.*, No. 23-14853 (JKS) (Bankr. D.N.J. June 6, 2023); *In re Cloudeeva, Inc.*, No. 14-24874 (KCF) (Bankr. D.N.J. July 24, 2014); *In re RIH Acquisitions NJ, LLC*, No. 13-34483 (GMB) (Bankr. D.N.J. Nov. 8, 2013); *In re Wave2Wave Comms., Inc.*, No. 12-13896 (DHS) (Bankr. D.N.J. Mar. 29, 2012); *In re the Newark Group, Inc.*, No. 10-27694 (NLW) (Bankr. D.N.J. June 6, 2010); *In re Adamar of New Jersey, Inc.*, No. 09-20711 (JHW) (Bankr. D.N.J. May 1, 2009); *In re Tarragon Corp.*, No. 09-10555 (DHS) (Bankr. D.N.J. Jan. 19, 2009); *In re Avaya Inc.*, No. 23-90088 (DRJ) (Bankr. S.D. Tex. Feb. 14, 2023); *In re Carestream Health, Inc.*, No. 22-10778 (JKS) (Bankr. D. Del. Aug. 24, 2022); *In re First Guaranty Mortgage Corp.*, No. 22-10584 (CTG) (Bankr. D. Del. July 1, 2022); *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Sept. 9, 2021); *In re Superior Energy Services, Inc.*, No. 20-35812 (DRJ) (Bankr. S.D. Tex. Dec. 8, 2020); *In re Oasis Petroleum Inc.*, No. 20-34771 (MI) (Bankr. S.D. Tex. Sept. 8, 2020); *In re Briggs & Stratton Corp.*, No. 20-43597-399 (BSS) (Bankr. E.D. Mo. Aug. 20, 2020); *In re Hi-Crush Inc.*, No. 20-33495 (DRJ) (Bankr. S.D. Tex. July 13, 2020); *In re Extraction Oil & Gas, Inc.*, No. 20-11548 (CSS) (Bankr. D. Del. June 16, 2020); *In re Skillsoft Corp.*, No. 20-11532 (MFW) (Bankr. D. Del. June 16, 2020); *In re Avianca Holdings S.A.*, No. 20-11133 (MG) (Bankr. S.D.N.Y. May 13, 2020); *In re Speedcast International Limited*, No. 20-32243 (MI) (Bankr. S.D. Tex. Apr. 24, 2020); *In re the McClatchy Company*, No. 20-10418 (MEW) (Bankr. S.D.N.Y. Feb. 14, 2020); *In re Halcon Resources Corp.*, No. 19-34446 (DRJ) (Bankr. S.D. Tex. Aug. 7, 2019); *In re Legacy Reserves Inc.*, No. 19-33395 (MI) (Bankr. S.D. Tex. June 6, 2019); *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. Feb. 28, 2019); *In re Waypoint Leasing Holdings Ltd.*, No. 18-13648 (SMB) (Bankr. S.D.N.Y. Nov. 27, 2018); *In re ATD Corp.*, No. 18-12221 (KJC) (Bankr. D. Del. Oct. 5, 2018).

4. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Verita will perform at the request of the Clerk's office the noticing and claims-related services specified in the Application. In addition, at the Debtors' request, Verita will perform such other noticing, claims, technical, administrative, and support services specified in the Application, subject to 28 U.S.C. § 156(c).

5. Verita represents, among other things, the following:

- (a) Verita is not a creditor of the Debtors;
- (b) Verita is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code;
- (c) Verita will not consider itself employed by the United States government and will not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (d) by accepting employment in these Chapter 11 Cases, Verita waives any rights to receive compensation from the United States government as claims and noticing agent;
- (e) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Verita will not be an agent of the United States and will not act on behalf of the United States;
- (f) Verita will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these chapter 11 cases;
- (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Verita will not intentionally misrepresent any fact to any person;
- (h) Verita will be under the supervision and control of the Clerk's office with respect to the receipt and recordation of claims and claim transfers;
- (i) Verita will comply with all requests of the Clerk's office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) none of the services provided by Verita as Claims and Noticing Agent will be at the expense of the Clerk's office.

6. Although the Debtors do not propose to retain Verita under section 327(a) of the Bankruptcy Code pursuant to the Application, I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the "**Potential Parties in Interest**") in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and included, among other things, the Debtors, non-Debtor affiliates, significant equity holders, the

Debtors' current and former directors and officers, secured creditors, top thirty unsecured creditors, vendors, and other parties. The results of the conflict check were compiled and reviewed by Verita professionals under my supervision. At this time, and as set forth in further detail herein, Verita is not aware of any relationship that would present a disqualifying conflict of interest. Should Verita discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Verita will use reasonable efforts to promptly file a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Verita, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. Verita may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which Verita serves or has served in a neutral capacity as claims and noticing agent or administrative advisor for another chapter 11 debtor.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC ("**GCP**") indirectly acquired a controlling equity interest in Verita (the "**Acquisition**"). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in Verita was acquired by funds affiliated with J.P. Morgan Investment Management Inc. ("**JPMIM**"). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the "**Board**") of Verita's ultimate parent company, KCC Parent LLC ("**Parent**"). Parent wholly owns Verita Intermediate, LLC, which in turn wholly owns Verita Global, LLC, which in turn wholly owns Verita Global Services, LLC, which in turn wholly owns Verita. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. Verita searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) Verita's parent entities, affiliates, and subsidiaries and (ii) GCP,

GCP's funds, and each such fund's respective portfolio companies and investments as set forth in the list most recently provided to Verita by GCP. Based solely on the foregoing search, Verita has determined, to the best of its knowledge, that there are no material connections. JP Morgan Chase is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where JP Morgan Chase may be associated with the Debtors.

10. To the extent Verita learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtor, Verita will promptly file a supplemental disclosure. In addition, Verita may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. To the best of my knowledge, neither Verita nor any of its partners or employees represents any interest materially adverse to the Debtors' estates with respect to any matter upon which Verita is to be engaged. Based on the foregoing, I believe that Verita is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Respectfully submitted,

Dated: December 29, 2025
Trenton, New Jersey

/s/ Evan J. Gershbein

Evan J. Gershbein
Executive Vice President
Kurtzman Carson Consultants, LLC dba Verita Global

*Proposed Claims and Noticing Agent of the Debtors and
Debtors in Possession*

EXHIBIT C TO VERITA SECTION 156(C) APPLICATION

DUNLOP AFFIDAVIT

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re

UNITED SITE SERVICES, INC. *et al.*,¹

Debtors.

Case No. 25-23630

Chapter 11

(Joint Administration Requested)

AFFIDAVIT OF JEFFREY DUNLOP IN SUPPORT
OF APPLICATION FOR AN ORDER AUTHORIZING
RETENTION OF CLAIMS AND NOTICING AGENT FOR
THE DEBTORS UNDER 28 U.S.C. § 156(C), 11 U.S.C.
§ 105(A) AND GENERAL ORDER GOVERNING PROTOCOL
FOR THE RETENTION OF CLAIMS AND NOTICING AGENTS
UNDER 28 U.S.C. § 156(C) PENDING ADOPTION OF LOCAL RULE

I, Jeffrey Dunlop pursuant to 28 U.S.C. § 1746, to the best of my knowledge and belief, and after reasonable inquiry, declare under penalty of perjury:

1. I am the Vice President and General Counsel of United Site Services, Inc. (together with its affiliated debtors in possession, the “**Debtors**” or “**USS**”). The Debtors’ headquarters is located at 118 Flanders Road, Suite 1000, Westborough, MA 01581.

2. I submit this declaration (the “**Declaration**”) in support of the *Application for an Order Authorizing Retention of Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C. § 156(c) Pending Adoption of Local Rule* (the “**Application**”).² Except as otherwise noted, all facts in this Declaration are based on my personal knowledge of the

¹ The last four digits of the tax identification number of United Site Services, Inc. are 3887. 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.

² Capitalized terms used but not otherwise defined in this Declaration have the meanings set forth in the Application.

matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by members of the Debtors' senior management and advisors.

3. The Debtors obtained and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. Kurtzman Carson Consultants, LLC dba Verita Global ("**Verita**") was selected as the claims and noticing agent after the review and competitive comparison of at least three proposals. Moreover, the Debtors believe, based on all engagement proposals obtained and reviewed, that Verita's rates are competitive and reasonable given Verita's quality of services and expertise.

4. Based on the foregoing, I am of the opinion that it is necessary for the Debtors to employ Verita as their Claims and Noticing Agent in these cases and that such employment is in the best interest of the Debtors' estates.

[Remainder of page left intentionally blank.]

I hereby declare under the penalty of perjury that the foregoing is true and correct.

Dated: December 29, 2025

/s/ Jeffrey Dunlop

Jeffrey Dunlop
Vice President & General Counsel
United Site Services, Inc.

EXHIBIT D TO VERITA SECTION 156(C) APPLICATION

PROPOSED ORDER

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

In re

UNITED SITE SERVICES, INC. *et al.*,¹

Debtors.

Case No. 25-23630

Chapter 11

(Jointly Administered)

**ORDER AUTHORIZING RETENTION OF
KURTZMAN CARSON CONSULTANTS, LLC DBA
VERITA GLOBAL AS CLAIMS AND NOTICING AGENT FOR
THE DEBTORS UNDER 28 U.S.C. § 156(C), 11 U.S.C.
§ 105(A) AND GENERAL ORDER GOVERNING PROTOCOL
FOR THE RETENTION OF CLAIMS AND NOTICING AGENTS
UNDER 28 U.S.C. § 156(C) PENDING ADOPTION OF LOCAL RULE**

The relief set forth on the following pages, numbered three (3) through ten (10), is
ORDERED.

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.

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

MILBANK LLP

Dennis F. Dunne (*pro hac vice* pending)
Samuel A. Khalil (*pro hac vice* pending)
Matthew Brod (*pro hac vice* pending)
Lauren C. Doyle (*pro hac vice* pending)
Benjamin M. Schak (*pro hac vice* pending)
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
DDunne@Milbank.com
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- and -

COLE SCHOTZ P.C.

Michael D. Sirota
Felice R. Yudkin
Daniel J. Harris
Court Plaza North, 25 Main Street
Hackensack, NJ 07601
Telephone: 1 (201) 489-3000
MSirota@coleschotz.com
FYudkin@coleschotz.com
DHarris@coleschotz.com

*Proposed Co-Counsel to the Debtors
and Debtors in Possession*

(Page 3)

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

Case No.: 25-23630

Caption of Order: Order Authorizing Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(C), 11 U.S.C. § 105(A) and General Order Governing Protocol for the Retention of Claims and Noticing Agents under 28 U.S.C. § 156 (C) Pending Adoption of Local Rule

Upon the application (the “**Application**”)¹ of United Site Services, Inc., debtors and debtors in possession (the “**Debtors**”), for an order authorizing the retention and appointment of Kurtzman Carson Consultants, LLC dba Verita Global (“**Verita**”) as Claims and Noticing Agent (“**Claims and Noticing Agent**”), under 28 U.S.C. §156(c), Section 105(a) of the Bankruptcy Code and *General Order Governing Protocol for the Retention of Claims and Noticing Agents Under 28 U.S.C Section 156(c) Pending Adoption of Local Rule* (the “**Agent Retention Protocol**”) and to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ cases, and (iii) provide such other administrative services - as required by the Debtors - that would fall within the purview of services to be provided by the clerk’s office and upon the affidavit of Evan Gershbein submitted in support of the Application; and the Debtors having estimated that there are in excess of 13,000 creditors in these cases; and the court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’ expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the court being satisfied that Claims and Noticing Agent has the capability and experience to provide such services and that Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of Claims and Noticing Agent is in the best interests of the Debtors, the estates and creditors; and sufficient cause appearing therefor; it is hereby

¹ Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Application.

(Page 4)

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

Case No.: 25-23630

Caption of Order: Order Authorizing Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(C), 11 U.S.C. § 105(A) and General Order Governing Protocol for the Retention of Claims and Noticing Agents under 28 U.S.C. § 156 (C) Pending Adoption of Local Rule

ORDERED, that, notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order; and it is further

ORDERED, that the Debtors are authorized to retain Claims and Noticing Agent effective as of the Petition Date, December 29, 2025, under the terms of the Services Agreement, and Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application (the “**Claims and Noticing Services**”); and it is further

ORDERED, that Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide public access to every proof of claim unless otherwise ordered by the court and to provide the clerk with a certified duplicate thereof upon the request of the clerk; and it is further

ORDERED, that Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim; and it is further

ORDERED, that Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application; and it is further

ORDERED, that the Debtors are authorized to compensate Claims and Noticing Agent in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Claims and Noticing Agent and the rates charged for each, and to reimburse Claims and Noticing Agent for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for Claims and Noticing Agent to file fee applications or otherwise seek court approval for the compensation of its services and reimbursement of its expenses; and it is further

(Page 5)

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

Case No.: 25-23630

Caption of Order: Order Authorizing Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(C), 11 U.S.C. § 105(A) and General Order Governing Protocol for the Retention of Claims and Noticing Agents under 28 U.S.C. § 156 (C)
Pending Adoption of Local Rule

ORDERED, that Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices; and it is further

ORDERED, that the parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and that the parties may seek resolution of the matter from the court if resolution is not achieved; and it is further

ORDERED, that pursuant to Section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates; and it is further

ORDERED, that Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Claims and Noticing Agent may hold its retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement; and it is further

ORDERED, that the Debtors shall indemnify Claims and Noticing Agent under the terms of the Services Agreement; and it is further

ORDERED, that Claims and Noticing Agent shall not be entitled to indemnification, contribution or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the court; and it is further

ORDERED, that notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify Claims and Noticing Agent, or provide contribution

(Page 6)

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

Case No.: 25-23630

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or reimbursement to Claims and Noticing Agent, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from Claims and Noticing Agent's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of Claims and Noticing Agent's contractual obligations if the court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir.2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this court, after notice and a hearing, to be a claim or expense for which Claims and Noticing Agent should not receive indemnity, contribution or reimbursement under the terms of the Services Agreement as modified by this Order; and it is further

ORDERED, that if, before the earlier of (i) the entry of an order confirming a Chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, Claims and Noticing Agent 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, Claims and Noticing Agent must file an application therefore in this court, and the Debtors may not pay any such amounts to Claims and Noticing Agent before the entry of an order by this court approving the payment. This paragraph is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses by Claims and Noticing Agent for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify Claims and Noticing Agent. All parties in interest shall retain the right to object to any demand by Claims and Noticing Agent for indemnification, contribution or reimbursement; and it is further

(Page 7)

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

Case No.: 25-23630

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ORDERED, that in the event Claims and Noticing Agent is unable to provide the services set out in this order, Claims and Noticing Agent will immediately notify the clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the clerk and Debtors' attorney; and it is further

ORDERED, that the Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Claims and Noticing Agent but is not specifically authorized by this Order; and it is further

ORDERED, that the Claims and Noticing Agent declares that it does not now have, nor has it ever had any contract or agreement with XClaim Inc. or with any other party under which the Claims and Noticing Agent provides, provided, or will provide exclusive access to claims data and/or under which the Claims and Noticing Agent would be compensated for claims data made available by the Claims and Noticing Agent; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, during the Chapter 11 Cases, any limitation of liability including, but not limited to, section IX of the Engagement Agreement shall be of no force or effect; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, including paragraph II(A) thereof, the Claims and Noticing Agent 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; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, (i) the 2.5% late charge in paragraph II(E) of the Engagement Agreement shall not be assessed during the pendency of these chapter 11 cases and

(Page 8)

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

Case No.: 25-23630

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Pending Adoption of Local Rule

(ii) the payment of invoices upon receipt in paragraph II(E) of the Engagement Agreement shall not be applicable during the pendency of these cases; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, including section VI thereof, termination of the Claims and Noticing Agent's retention shall only commence upon entry of an order by this Court terminating the Claims and Noticing Agent's retention; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, including section XIII thereof, the Court shall have exclusive jurisdiction over the Claims and Noticing Agent's engagement during the pendency of these chapter 11 cases; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, including section VIII thereof, the Claims and Noticing Agent is not authorized to establish accounts with financial institutions in the name of and as agent for the Debtors; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, 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 Engagement Agreement, at the time the Claims and Noticing Agent requests advance payment from the Debtors, the Claims and Noticing Agent shall also provide notice to the U.S. Trustee and any official committees appointed in these cases; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, 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

(Page 9)

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

Case No.: 25-23630

Caption of Order: Order Authorizing Retention of Kurtzman Carson Consultants, LLC dba Verita Global as Claims and Noticing Agent for the Debtors under 28 U.S.C. § 156(C), 11 U.S.C. § 105(A) and General Order Governing Protocol for the Retention of Claims and Noticing Agents under 28 U.S.C. § 156 (C) Pending Adoption of Local Rule

forth in paragraph II(E) of the Engagement Agreement, the Claims and Noticing Agent shall provide three (3) business days' notice to the U.S. Trustee and any official committee(s) appointed in these cases; and it is further

ORDERED, that notwithstanding the Application, the Gershbein Declaration, or any term in the Engagement Agreement to the contrary, 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 the Claims and Noticing Agent; and it is further

ORDERED, that Claims and Noticing Agent may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount and, thereafter, the Claims and Noticing Agent may hold its retainer under the Engagement Agreement during these chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement; and it is further

ORDERED, that the Debtors and Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application; and it is further

ORDERED, that, notwithstanding any term in the Services Agreement to the contrary, the court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order; and it is further

ORDERED, that Claims and Noticing Agent shall not cease providing claims processing services during the case(s) for any reason, including nonpayment, without an order of the court; and it is further

ORDERED, that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon entry hereof; and it is further

(Page 10)

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

Case No.: 25-23630

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ORDERED, that notice of the Application as provided therein shall be deemed good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and the Local Rules are satisfied by such notice; and it is further

ORDERED, that the Debtors shall serve by regular mail a copy of this Order and the Application on all parties required to receive such service pursuant to Local Rule 9013-5(f); and it is further

ORDERED, that any party may move for modification of this Order in accordance with Local Rule 9013-5(e); and it is further

ORDERED, that in the event of any inconsistency between the Services Agreement, the Application and this Order, this Order shall govern.