



UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

*In re*

UNITED SITE SERVICES, INC. *et al.*,<sup>1</sup>  
Debtors.

Case No. 25-23630

Chapter 11 (MBK)

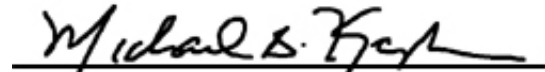
(Jointly Administered)

Order Filed on December 30, 2025  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

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.**

DATED: December 30, 2025

  
Honorable Michael B. Kaplan  
United States Bankruptcy Judge

<sup>1</sup> 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](http://www.veritaglobal.net/USS). The location of the principal place of business of United Site Services, Inc., and the Debtors’ service address for these Chapter 11 Cases is 118 Flanders Road, Suite 1000, Westborough, MA 01581.



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

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

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

Case No.: 25-23630 (MBK)

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

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Upon the application (the “**Application**”)<sup>1</sup> 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

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

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**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

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Pending Adoption of Local Rule

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**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

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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

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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



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(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



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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

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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.