



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

*In re*

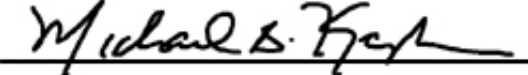
**UNITED SITE SERVICES, INC. *et al.*,**<sup>1</sup>  
Debtors.

Case No. 25-23630 (MBK)  
Chapter 11  
(Jointly Administered)  
Order Filed on December 30, 2025  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

**INTERIM ORDER (I) AUTHORIZING PAYMENT OF  
PREPETITION TRADE CLAIMS AND (II) AUTHORIZING  
THE PAYMENT OF AND CONFIRMING ADMINISTRATIVE  
EXPENSE STATUS OF OUTSTANDING ORDER CLAIMS**

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)**

**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  
SKhalil@Milbank.com  
MBrod@Milbank.com  
LDoyle@Milbank.com  
BSchak@Milbank.com

- 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*

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Caption of Order: Interim Order (I) Authorizing Payment of Prepetition Trade Claims and (II) Authorizing Payment and Confirming Administrative Expense Status of Outstanding Order Claims

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Upon the motion (the “**Motion**”)<sup>1</sup> of the above-captioned debtors (collectively, the “**Debtors**”) for entry of an interim order (this “**Interim Order**”) (i) authorizing payment of prepetition Trade Claims and (ii) authorizing payment and confirming administrative expense status of Outstanding Order Claims; and the Court having jurisdiction to decide the Motion and to enter this Interim Order pursuant to 28 U.S.C. § 1334; and these chapter 11 cases having been referred to this Court by standing order of the U.S District Court for the District of New Jersey; and consideration of the Motion being a core proceeding pursuant to 28 U.S.C. § 157(b) upon which this Court may enter a final order consistent with Article III of the U.S. Constitution; and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, such that no other or further notice is required or necessary under the circumstances; and the Court having determined that the legal and factual bases set forth in the Motion and in the record establish just cause for entry of this Interim Order; and it appearing that entry of this Interim Order on an expedited interim basis is justified to avoid immediate and irreparable harm to the Debtors’ estates; it is hereby **ORDERED** that:

1. The Motion is **GRANTED** on an interim basis as set forth herein.
2. A hearing to consider the Motion on a final basis shall be held on **February 3, 2026, at 10:00 a.m. (ET)**. Any objection or response to entry of an order granting the Motion on a final basis shall be filed by **January 27, 2026, at 4:00 p.m. (ET)**, and served so as to be actually received by (a) proposed co-counsel to the Debtors, (i) Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Dennis F. Dunne (DDunne@Milbank.com), Samuel A. Khalil (SKhalil@Milbank.com), Matthew Brod (MBrod@Milbank.com), Lauren C. Doyle (LDoyle@Milbank.com), and Benjamin M. Schak (BSchak@Milbank.com)) and (ii) Cole Schotz P.C., Court Plaza North, 25 Main Street, Hackensack, NJ 07601 (Attn: Michael D. Sirota

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Motion.

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(MSirota@coleschotz.com), Felice R. Yudkin (FYudkin@coleschotz.com), and Daniel J. Harris (DHarris@coleschotz.com)); (b) the Office of the United States Trustee for Region 3, One Newark Center, Suite 2100, Newark, NJ 07102 (Attn: Jeffrey M. Sponder (Jeffrey.M.Sponder@usdoj.gov) and Samantha S. Lieb (Samantha.Lieb2@usdoj.gov)); (c) counsel to the Ad Hoc Group, (i) Akin Gump Strauss Hauer & Feld LLP, Robert S. Strauss Tower, 2001 K Street N.W., Washington, DC 20006 (Attn: Scott L. Alberino (SAlberino@AkinGump.com)) and 2300 N. Field Street, Ste. 1800, Dallas, TX 75201 (Attn: Zach Lanier (ZLanier@AkinGump.com)) and (ii) Pashman Stein Walder Hayden, P.C., 101 Crawfords Corner Road, Ste. 4202, Holmdel, NJ 07722 (Attn: John W. Weiss (JWeiss@PashmanStein.com)); and (d) counsel to any statutory committee appointed in these Chapter 11 Cases. If no such objection is timely filed and served, the Court may enter an order granting the Motion on a final basis without convening the hearing.

3. The Debtors are authorized, but not directed, to pay, in their sole discretion, and exercise of reasonable business judgment, subject to this Interim Order, certain undisputed prepetition Trade Claims in full, and in all cases subject to the following: (a) the Debtors shall, in their sole and reasonable discretion, and subject to the limitations set forth below, determine which Trade Claims, if any, will be paid pursuant and subject to this Interim Order and (b) before making a payment to a Trade Creditor, the Debtors may, at their sole and reasonable discretion, settle all or some of the prepetition Trade Claims of such creditor for less than the face amount of such Trade Claims without further notice or hearing; *provided* that the Debtors are authorized, but not directed, to pay only undisputed amounts due and payable as of the Petition Date and amounts that are or become due and payable during the Interim Period in an aggregate amount not to exceed \$37.4 million, unless otherwise ordered by this Court.

4. As a condition to paying prepetition Trade Claims, the Debtors are authorized, but not directed, to implement the following procedures:

- the Debtors may require a written agreement from the Trade Creditor (email would suffice), obligating such Trade Creditor to continue to supply its Products or

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Services, as applicable, to the Debtors during the pendency of these cases on the applicable Customary Trade Terms (each, a “**Trade Agreement**”),

- by accepting payment on account of its prepetition Trade Claim, the Trade Creditor will be deemed to have agreed to continue supplying its Products or Services, as applicable, to the Debtors during the pendency of these cases on the Customary Trade Terms, whether or not such Trade Creditor has executed a Trade Agreement;
- to the extent applicable, as a further condition to receiving payment on account of its prepetition Trade Claim, the Trade Creditor will (i) take, at its sole cost, whatever action is necessary to remove any existing lien on the Debtors’ property and (ii) waive any right to assert a lien on the Debtors’ property on account of such Trade Claim;
- if a Trade Creditor accepts payment on account of its prepetition Trade Claim and, thereafter, refuses to continue to supply its Products or Services, as applicable, to the Debtors on the Customary Trade Terms (or on such terms as were individually agreed to between the Debtors and such Trade Creditor), the Debtors may, in their sole discretion, with notice to any statutory committee that may be appointed in these Chapter 11 Cases, and without further order of the Court,
  - (i) terminate the applicable Trade Agreement,
  - (ii) declare that the payment of the relevant Trade Claim was a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, and
  - (iii) either demand that the applicable Trade Creditor immediately return such payment(s) or recoup such payment(s), including through crediting such payment(s) against postpetition invoices.
- Upon recovery by the Debtors, the applicable Trade Claim will be reinstated to the extent necessary to restore the parties to their original positions, as if the Trade Agreement had never been entered into and the payment had not been made.

5. The Debtors may condition payment of any Trade Claim on the execution of a Trade Agreement (which may take the form of an email) with the applicable Trade Creditor, obligating such creditor to continue to supply its Products or Services, as applicable, to the Debtors during the pendency of these chapter 11 cases on the applicable Customary Trade Terms.

6. Any holder of a Trade Claim that accepts payment on account of its prepetition Trade Claim pursuant to this Interim Order shall be deemed to have agreed to (a) continue supplying its Products or Services, as applicable, to the Debtors during the pendency of these

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chapter 11 cases on the applicable Customary Trade Terms, whether or not such holder has executed a Trade Agreement, and (b) the terms and provisions of this Interim Order.

7. For the avoidance of doubt, any Trade Creditor, by accepting payment on account of its prepetition Trade Claim pursuant to this Interim Order, is bound by the Customary Trade Terms regardless of whether or not such Trade Claimant executes a Trade Agreement.

8. If the Debtors determine, in their sole discretion, with notice to any statutory committee that may be appointed in these Chapter 11 Cases, that a holder of a Trade Claim has not complied with the terms of the applicable Trade Agreement or this Interim Order, or has otherwise failed to continue to provide Customary Trade Terms following the receipt of payment hereunder, the Debtors are authorized to (a) terminate the applicable Trade Agreement, (b) declare that the payment on account of the relevant Trade Claim is a postpetition transfer voidable pursuant to section 549(a) of the Bankruptcy Code, (c) either demand that the applicable Trade Creditor immediately return or recoup such payment, including through crediting such payment against postpetition invoices, and (d) pursue any other remedy available to them under this Interim Order, applicable law, or any executed agreement with such Trade Creditor. Upon recovery of such payment, the applicable Trade Claim shall be reinstated in the amount necessary to restore the Debtors and the applicable Trade Creditor to their original positions; *provided*, however, that the Trade Agreement shall be reinstated if (a) the Court, upon a motion from the applicable Trade Creditor, finds the Debtors' determination of default to be materially incorrect or (b) the default under the Trade Agreement is fully cured no later than five (5) business days after the date the default occurred.

9. The Debtors are authorized, but not directed, to pay all undisputed Outstanding Order Claims in the ordinary course of business consistent with the parties' customary practices in effect prior to the Petition Date. The undisputed Outstanding Order Claims shall be entitled to administrative expense status under section 503(b)(1) of the Bankruptcy Code (junior to any

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superpriority administrative expense claims granted by any Court orders authorizing the Debtors' postpetition financing and use of cash collateral and subject to the carve out approved in any such orders).

10. The Debtors shall maintain a matrix/schedule of amounts directly or indirectly paid, subject to the terms and conditions of this Interim Order including the following information: (i) date of payment; (ii) the names of the payee; (iii) the category, nature or type of such payment; (iv) the Debtor making such payment; and (v) the amount of the payment. Upon the entry of this Interim Order, the Debtors shall provide a copy of such matrix/schedule to the U.S. Trustee and to the advisors to any statutory committee(s) appointed in these Chapter 11 Cases as of two weeks after the Petition Date, as of January 31, 2026, and as of the last day of each calendar month thereafter. Each such report shall be delivered within seven (7) days after the relevant measurement date.

11. Prior to entry of a Final Order, the Debtors shall not pay any obligations under this Interim Order unless they are due or deemed necessary to be paid in the Debtors' reasonable business judgment to ensure ongoing provision of goods or services or otherwise to avoid an adverse effect on operations.

12. Nothing herein shall impair or prejudice the rights of the U.S. Trustee or the advisors to any statutory committee(s) appointed in these Chapter 11 Cases, which are expressly reserved, to object to any payment made pursuant to this Interim Order to an insider (as such term is defined in section 101(31) of the Bankruptcy Code), or any affiliate of an insider to the Debtors. To the extent the Debtors intend to make a payment to an insider or an affiliate of an insider of the Debtors, the Debtors shall provide seven (7) calendar days' advance notice to, and opportunity to object by, the U.S. Trustee and the advisors to any statutory committee(s) appointed in these Chapter 11 Cases; *provided* that if any party objects to a payment, the Debtors shall not make such payment without further order of this court.

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13. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) except with respect to the amounts related to the Outstanding Order Claims, be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

14. Nothing contained in the Motion or this Interim Order or any actions taken by the Debtors pursuant to the relief granted by this Interim Order is intended (and should not be construed) as: (a) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (b) a waiver of the Debtors' or any other party's right to dispute any claim; (c) a promise or requirement to pay any particular claim; (d) an implication or admission that any particular claim is of a type described in the Motion or any order granting the relief requested therein; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of, the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens, security interests, and other encumbrances; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

15. The banks and financial institutions on which checks were drawn or electronic payment requests made in payment of Trade Claims approved herein are authorized and directed, to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized, but not directed, to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.



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16. The Debtors are authorized and directed, to issue or effectuate, as applicable, checks, wire transfers, ACH transfers, and other debits or electronic means, in replacement of any checks or fund transfer requests that are dishonored because of the filing of the Chapter 11 Cases with respect to prepetition amounts that are authorized to be paid under this Interim Order or any other order of the Court.

17. Nothing in the Motion or this Interim Order, nor the Debtors' implementation of the relief granted in this Interim Order, shall be deemed to modify or waive any of the Debtors' rights with respect to the Products or Services requested or received from the Trade Creditors, including the Debtors' rights to (a) cancel a purchase order, (b) decline the acceptance of any Products or Services, (c) return any defective, nonconforming or unacceptable Products, or (d) contest the amount of any invoice or claim on any grounds.

18. Notwithstanding anything to the contrary in this Interim Order, any payment made, or authorization contained, under this Interim Order, shall be subject to the "Approved Budget" as defined in the orders of the Court approving the debtor in possession financing in these Chapter 11 Cases.

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

20. Notwithstanding Bankruptcy Rule 6004(h) or any other provision of the Bankruptcy Rules or Local Rules, this Interim Order shall be effective and enforceable immediately upon its entry.

21. The Debtors shall serve this Interim Order, within 48 hours after its entry, by first class mail or email on the parties entitled to receive service pursuant to Local Rule 9013-5(f), as well as on each bank and financial institution that is directed to comply with the terms of this Interim Order.

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22. Any party may move for modification of this Interim Order in accordance with  
Local Rule 9013-5(e).

23. The Debtors and their agents are authorized to take all steps necessary or  
appropriate to carry out this Interim Order.

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