

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re :
 : **Chapter 11**
WESTINGHOUSE ELECTRIC :
COMPANY LLC, et al., : **Case No. 17-10751 (MEW)**
 :
Debtors.¹ : **(Jointly Administered)**
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**INTERIM ORDER PURSUANT TO 11
U.S.C. §§ 105(a), 362(d), 363(b), AND 507 AND FED. R. BANKR.
P. 4001, 6003, AND 6004 AUTHORIZING (I) DEBTORS TO PAY
PREPETITION WAGES, SALARIES, AND OTHER COMPENSATION
AND BENEFITS, (II) DEBTORS TO MAINTAIN EMPLOYEE BENEFIT
PROGRAMS AND PAY RELATED ADMINISTRATIVE OBLIGATIONS, AND
(III) BANKS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”),² dated March 29, 2017, of Westinghouse Electric Company, LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 363(b), 362(d), and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 4001, 6003, and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), for an interim (the “**Interim Order**”) (i) authorizing the Debtors pay or otherwise honor the Prepetition

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, if any, are: Westinghouse Electric Company LLC (0933), CE Nuclear Power International, Inc. (8833), Fauske and Associates LLC (8538), Field Services, LLC (2550), Nuclear Technology Solutions LLC (1921), PaR Nuclear Holding Co., Inc. (7944), PaR Nuclear, Inc. (6586), PCI Energy Services LLC (9100), Shaw Global Services, LLC (0436), Shaw Nuclear Services, Inc. (6250), Stone & Webster Asia Inc. (1348), Stone & Webster Construction Inc. (1673), Stone & Webster International Inc. (1586), Stone & Webster Services LLC (5448), Toshiba Nuclear Energy Holdings (UK) Limited (N/A), TSB Nuclear Energy Services Inc. (2348), WEC Carolina Energy Solutions, Inc. (8735), WEC Carolina Energy Solutions, LLC (2002), WEC Engineering Services Inc. (6759), WEC Equipment & Machining Solutions, LLC (3135), WEC Specialty LLC (N/A), WEC Welding and Machining, LLC (8771), WECTEC Contractors Inc. (4168), WECTEC Global Project Services Inc. (8572), WECTEC LLC (6222), WECTEC Staffing Services LLC (4135), Westinghouse Energy Systems LLC (0328), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), and Westinghouse Technology Licensing Company LLC (5961). The Debtors’ principal offices are located at 1000 Westinghouse Drive, Cranberry Township, Pennsylvania 16066.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.



Employee Obligations, (ii) authorizing, but not directing, the Debtors to continue the Employee Programs, and honor any related Employee Obligations; (iii) modifying the automatic stay to the extent necessary to permit the Debtors' Employees and Temporary Workers to proceed with any claims they may have under the Workers' Compensation Programs, and (iv) authorizing Banks to process and honor related transfers, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties; and such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed the Motion; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the "**Hearing**"); and upon the Donahue Declaration, filed contemporaneously with the Motion, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted on an interim basis to the extent set forth herein; and it is further

ORDERED that the Debtors are authorized, but not directed, pursuant to sections 105(a), 363(b), and 507 of the Bankruptcy Code, to pay or otherwise honor all Employee Obligations, that are due and payable and relate to the period prior to the Petition Date or come due during the Interim Period, without further order of this Court, in accordance with the Debtors' ordinary course of conduct and consistent with the Debtors' prepetition practices; *provided*, that pursuant to this Interim Order, (i) the aggregate amount of payments made with respect to Prepetition Employee Obligations shall not exceed \$30,525,000 during the Interim Period, (ii) the Debtors shall not pay any individual Employee an amount greater than the Prepetition Compensation Cap on account of outstanding Compensation Obligations, (iii) the Debtors (a) shall not pay to the Staffing Agencies any amounts that would result in Independent Contractors on average getting paid more than the Prepetition Compensation Cap on account of outstanding Staffing Agency Fees and (b) shall use good faith reasonable efforts not to make any payments that would result in any individual Independent Contractor getting paid more than the Prepetition Compensation Cap on account of outstanding Staffing Agency Fees, and (iv) prior to the payment by the Debtors of any Reimbursable Expense accrued prepetition that exceeds \$15,000, the Debtors shall provide 72 hours' notice to (a) the Office of the United States Trustee for Region 2, (b) counsel to the official committee of unsecured creditors (but only if such committee has been formed at the time the Debtors provide such notice to the United States Trustee), and (c) counsel to the DIP Lenders; and it is further

ORDERED that the Debtors are further authorized, but not directed, pursuant to sections 105(a), 363(b), and 507 of the Bankruptcy Code, to maintain and continue to honor and pay, in their sole discretion, all amounts owed in connection with the Debtors' business practices, programs, and policies for their Employees, Temporary Workers, and Independent Contractors

(including, without limitation, the Employee Benefit Programs) as such were in effect as of the commencement of these chapter 11 cases and as such may be modified or supplemented from time to time in the ordinary course of business; *provided* that any material modification or supplement shall require the prior written consent of the DIP Lenders; and it is further

ORDERED that notwithstanding anything to the contrary, nothing in this Interim Order shall permit the payment of any Employee Bonus Obligations to officers or directors of the Debtors, including vice presidents and more senior executives; and it is further

ORDERED that the Debtors are authorized to pay and otherwise honor all Reimbursable Expenses (including amounts due in respect of the Employee Credit Card Programs) in the ordinary course, as and when due; and it is further

ORDERED that pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified to the extent necessary to permit the Debtors' employees to proceed with any claims they may have under the Workers' Compensation Programs; provided, *however*, that the Debtors shall provide counsel to the DIP Lenders with monthly summaries, on the first day of each month, of all such claims, including the alleged claim amounts and likely liability under the Debtors' self-retained policy; and it is further

ORDERED that in accordance with this Interim Order (or other order of the Court), each of the Banks at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is authorized to (i) receive, process, honor, and pay all checks presented for the payment of postpetition obligations; (ii) receive, process, honor, and pay all checks presented for the payment of prepetition obligations and honor all fund transfer requests made by the Debtors related thereto only upon the Debtors' representation that such payment or transfer is authorized by an Order of the Court; and (iii) accept and rely on all representations made

by the Debtors with respect to which checks, drafts, wires, or automated clearing house transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise; and it is further

ORDERED that the Debtors are authorized, but not directed, to issue new postpetition checks, or effect new electronic funds transfers, on account of prepetition obligations and claims as set forth herein, and to replace any prepetition checks or electronic fund transfer requests that may be lost or dishonored or rejected as a result of the commencement of the Debtors' chapter 11 cases; and it is further

ORDERED that nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "**Final Hearing**"); and it is further

ORDERED that nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code, including, without limitation, any CBA; and it is further

ORDERED that notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any relief or authorization granted hereunder shall comply with, and be subject to, the requirements imposed on the Debtors under the terms of the DIP Financing. To the extent that there may be any inconsistency between the terms of this Interim Order, the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or any interim or final orders approving the DIP Financing (a “**DIP Order**”), the terms of the DIP Facility, the DIP Term Sheet (including the Intercompany Facility and the Liquidity Facility) or the DIP Order, as applicable, govern; and it is further

ORDERED that notwithstanding anything to the contrary contained herein, any payment to be made or authorization contained hereunder is subject to the requirements imposed on the Debtors under the terms of the DIP Financing and any DIP Order and the budget approved thereunder (the “**Budget**”). To the extent there is any conflict between this Interim Order and any DIP Order or a Budget, the terms of the DIP Order or Budget, as applicable, govern; and it is further

ORDERED that the requirements of Bankruptcy Rule 6003(b) have been satisfied; and it is further

ORDERED that under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a); and it is further

ORDERED that notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Debtors are authorized to take all action necessary to the relief granted in this Interim Order; and it is further

ORDERED that the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Interim Order; and it is further

ORDERED that the Debtors shall serve this Interim Order within 48 hours of its entry via first class U.S. mail on the Notice Parties; and it is further

ORDERED that the Final Hearing to consider the relief requested in the Motion shall be held on **April 26, 2017 at 2:00 p.m. (Prevailing Eastern Time)** and any objections or responses to the Motion shall be in writing, filed with the Court, and served upon proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Gary T. Holtzer, Esq., Robert J. Lemons, Esq., and Garrett A. Fail, Esq.) and (ii) the Notice Parties, in each case, so as to be actually received on or prior to **4:00 p.m. (Prevailing Eastern Time) on April 19, 2017.**

Dated: March 31, 2017
New York, New York

s/Michael E. Wiles
UNITED STATES BANKRUPTCY JUDGE