

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

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In re: : **Chapter 11**
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WESTINGHOUSE ELECTRIC COMPANY : **Case No. 17– 10751 (MEW)**
LLC, et al., :
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Debtors.¹ : **(Jointly Administered)**
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**ORDER PURSUANT TO 28 U.S.C. § 156(c),
11 U.S.C. § 105(a), AND LOCAL RULE 5075-1 APPOINTING
KCC LLC AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS**

Upon the application (the “**Section 156(c) Application**”),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**”) for retention and appointment of Kurtzman Carson Consultants LLC (“**KCC**”) as claims and noticing agent pursuant to 28 U.S.C. §156(c), section 105(a) of the Bankruptcy Code, and Local Rule 5075-1 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’ chapter 11 cases, and

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), 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), Wesdyne International LLC (5041), Westinghouse Energy Systems LLC (0328), Westinghouse Government Services LLC (3062), Westinghouse Industry Products International Company LLC (3909), Westinghouse International Technology LLC (N/A), 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 defined herein shall have the meanings ascribed to such terms in the Section 156(c) Application.



(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, all as more fully set forth in the Section 156(c) Application; and upon the Declaration of Robert Jordan, Managing Director of KCC (the “**Jordan Declaration**”), attached to the Section 156(c) Application as **Exhibit B**; and the Court having jurisdiction to consider the Section 156(c) Application 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 Section 156(c) Application 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 Section 156(c) Application 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 Section 156(c) Application; and the Court having held a hearing to consider the relief requested in the Section 156(c) Application (the “**Hearing**”); and upon the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Section 156(c) Application establish just cause for the relief granted herein; and it appearing that the relief requested in the Section 156(c) Application 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, notwithstanding the terms of the Engagement Agreement attached to the Section 156(c) Application, the Section 156(c) Application is approved solely as set forth in this Order; and it is further

ORDERED that the Debtors are authorized to retain KCC as Claims and Noticing Agent effective *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and KCC is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, authorized in section 156(c) of title 28 of the United States Code; and it is further

ORDERED that KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 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 this Court and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk; and it is further

ORDERED that KCC 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 KCC is authorized to take such other action to comply with all duties approved in this Order; and it is further

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

ORDERED that KCC 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 monitoring the expenses of the Debtors, counsel to the Debtors' proposed debtor-in-possession financing facility agent and lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Jeffrey D. Saferstein, Esq.) and Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K Street, NW, Washington, DC 20006 (Attn: Claudia R. Tobler, Esq.), 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 Engagement Agreement or monthly invoices; provided that the parties may seek resolution of the matter from this 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 KCC under this Order shall be an administrative expense of the Debtors' estates; and it is further

ORDERED that KCC may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, KCC may hold its retainer under the Engagement Agreement during the 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 shall indemnify KCC under the terms of the Engagement Agreement, as modified pursuant to this Order; and it is further

ORDERED that all requests by KCC for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or

settlement in respect of which indemnity is sought, provided however, that in no event shall KCC be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct; and it is further

ORDERED that in the event that KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's applications, both interim and final, but determined by this Court after notice and a hearing; and it is further

ORDERED that in the event KCC is unable to provide the services set out in this Order, KCC shall immediately notify the Clerk and the Debtors' attorney and, upon approval of this Court, 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 the Debtors' attorney; and it is further

ORDERED that notwithstanding anything contained in the Engagement Agreement to the contrary, KCC's liability during the chapter 11 cases shall neither be limited to (a) the total amount billed or billable to the Debtors for the portion of the particular work that gave rise to the loss or damage, nor (b) the total amount billed to the Debtors and paid to KCC for the services contemplated under the Agreement; and it is further

ORDERED that notwithstanding any term in the Engagement Agreement, KCC is appointed by and an agent of the Clerk of this Court; and it is further

ORDERED that notwithstanding any term in the Engagement Agreement, KCC is retained pursuant to this Order solely to provide services under 28 U.S.C. §156(c). To the extent

KCC performs any work outside the scope of 28 U.S.C. §156(c), the Debtors will submit a separate retention application pursuant to 11 U.S.C. § 327 and/or any applicable law; and it is further

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

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

ORDERED that KCC shall not cease providing claims processing services during the chapter 11 cases for any reason, including nonpayment, without an order of this Court; and it is further

ORDERED that in the event of any inconsistency between the Engagement Agreement, the Section 156(c) Application, and the Order, the Order shall govern.

Dated: March 31, 2017
New York, New York

s/Michael E. Wiles
UNITED STATES BANKRUPTCY JUDGE