

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

In re:

**WESTINGHOUSE ELECTRIC
COMPANY, *et al***

Debtor¹

Chapter 11

Case No. 17-10751 (MEW)

(Jointly Administered)

**AZZ, INC., a Mississippi corporation, and
THE CALVERT COMPANY, INC., a
Mississippi Corporation**

Adv. No. 18-01016 (MEW)

Plaintiffs,

v.

**SOUTHERN NUCLEAR OPERATING
COMPANY, INC., GEORGIA POWER
COMPANY, OGLETHORPE POWER
CORPORATION, MUNICIPAL
ELECTRIC AUTHORITY OF GEORGIA,
THE CITY OF DALTON, GEORGIA, and
WECTEC GLOBAL PROJECT
SERVICES, INC., N/K/A STONE &
WEBSTER, INC.,**

Defendants.

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.



**ANSWER OF WECTEC GLOBAL PROJECT SERVICES, INC., N/K/A STONE &
WEBSTER, INC. TO PLAINTIFFS' COMPLAINT**

Defendant WECTEC Global Project Services, Inc. n/k/a Stone & Webster, Inc. (“WECTEC”) files its Answer (“Answer”) to AZZ, Inc. and The Calvert Company, Inc.’s (“Plaintiffs”) Complaint. This Answer shall not be construed as a waiver of Defendant’s right to pursue counterclaims. To the extent any other aspect of the Complaint, including headings, requires a response that is not provided below, Defendant denies each and every one of those aspects of the Complaint.

AFFIRMATIVE DEFENSES

At the time of the preparation of this Answer, WECTEC is unaware of all the facts and circumstances giving rise to the claims set forth in Plaintiffs’ Complaint. The following affirmative and general defenses are raised so as not to be waived as a matter of law. These defenses will be relied upon to the extent the facts developed show they apply.

First Defense

The Complaint fails to state a claim against WECTEC upon which relief should be granted.

Second Defense

Plaintiffs’ claims against WECTEC are barred in whole or in part due to Plaintiffs’ failure to satisfy conditions precedent or subsequent.

Third Defense

Plaintiffs’ claims against WECTEC are barred because this Court may not have jurisdiction over some or all of Plaintiffs’ claims.

Fourth Defense

If Plaintiffs were damaged in any way, Plaintiffs failed to mitigate their damages, and any award to which Plaintiffs might otherwise be entitled must be reduced as provided by law.

Fifth Defense

If Plaintiffs were damaged in any way, all of said damages are the result of Plaintiffs' own actions, and any award to which Plaintiffs might otherwise be entitled must be reduced as provided by law.

Sixth Defense

Plaintiffs are not entitled to any damages because all claims are subject to backcharges, set-off, recoupment, or any other contractual or legal defense.

Seventh Defense

Plaintiffs are not entitled to any relief because Plaintiff's work under the Vogtle Subcontract was defective and deficient.

Eighth Defense

Plaintiffs' claims against WECTEC may be barred by the doctrines of waiver, estoppel, and/or laches.

ANSWER TO UNNUMBERED PARAGRAPH TITLED "COMPLAINT"

WECTEC admits Plaintiffs are seeking certain relief against Defendants Southern Nuclear Operating Company, Inc. ("SNC"), Georgia Power Company, Oglethorpe Power Corporation, Municipal Electric Authority of Georgia and the City of Dalton, Georgia (the "Vogtle Owners", together with SNC, the "Vogtle Defendants") and WECTEC as described in this Paragraph. WECTEC denies Plaintiffs are entitled to such relief.

ANSWER TO UNNUMBERED PARAGRAPH TITLED “NATURE OF THIS ACTION”

WECTEC admits Plaintiffs are seeking certain relief against the Vogtle Defendants and WECTEC as described in this Paragraph. WECTEC denies Plaintiffs are entitled to such relief.

ANSWERING THE SPECIFIC ALLEGATIONS IN THE COMPLAINT

Subject to and without waiving any of the above defenses, WECTEC responds to Plaintiffs’ allegations as follows:

**ANSWERING THE SECTION OF PLAINTIFFS’ COMPLAINT ENTITLED
“JURISDICTION AND VENUE”**

1.

WECTEC denies the United States Bankruptcy Court for the Southern District of New York has jurisdiction over all Plaintiffs’ claims. The law and statutes cited in Paragraph 1 speak for themselves. WECTEC denies any allegation related to the law and statutes inconsistent with the text of the law and statutes. WECTEC is without sufficient information and knowledge to admit or deny any remaining allegations of Paragraph 1.

2.

WECTEC denies that this is a core proceeding.

3.

WECTEC denies the United States Bankruptcy Court for the Southern District of New York has jurisdiction over all of Plaintiffs’ claims. WECTEC denies all Plaintiffs’ claims are core claims. The statute cited in Paragraph 3 speaks for itself. WECTEC denies any allegation related to the law and statutes inconsistent with the text of the statute. WECTEC admits Plaintiffs

consent to certain actions by this Court in Paragraph 3. WECTEC denies it consents to such actions by this Court.

4.

WECTEC denies the United States Bankruptcy Court for the Southern District of New York has jurisdiction over all of Plaintiffs' claims. The law and statutes cited in Paragraph 4 speak for themselves. WECTEC denies any allegation related to the law and statutes inconsistent with the text of the law and statutes.

5.

WECTEC denies the United States Bankruptcy Court for the Southern District of New York Court has jurisdiction over certain of Plaintiffs' claims. The law and statutes cited in Paragraph 5 speak for themselves. WECTEC denies any allegation related to the law and statutes inconsistent with the text of the law and statutes. Further, WECTEC denies venue is proper in this Court with respect to certain of Plaintiffs' claims.

6.

WECTEC admits this Court has personal jurisdiction over SNC.

7.

WECTEC admits this Court has personal jurisdiction over the Vogtle Owners.

8.

WECTEC admits this Court has personal jurisdiction over WECTEC.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"PARTIES"

9.

Upon information and belief, WECTEC admits Paragraph 9.

10.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
10.

11.

Upon information and belief, WECTEC admits Paragraph 11.

12.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
12.

13.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
13.

14.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
14.

15.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
15.

16.

WECTEC is without sufficient information and knowledge to admit or deny Paragraph
16.

17.

Admitted.

18.

WECTEC denies Paragraph 18 as written, as Westinghouse Electric Company LLC
indirectly acquired CB&I Stone & Webster Construction, Inc. on or about December 31, 2015.

19.

Admitted.

20.

WECTEC denies Paragraph 20 as written, and notes that a typographical error in the
allegation makes it unclear exactly what Plaintiffs were intending to allege.

21.

Admitted.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"BACKGROUND"

Calvert's Pre-Petition Contracts with WECTEC

The Vogtle Subcontract

22.

WECTEC admits on December 10, 2015 AZZ and CB&I entered into the Vogtle
Subcontract as defined in Paragraph 22.

23.

WECTEC admits Paragraph 23. Further, the Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves.

24.

WECTEC admits Paragraph 24. However, the payment to AZZ was, and is, subject to multiple defenses contained in the Vogtle Subcontract and grounded in law. Further, the Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves.

25.

Admitted.

26.

Admitted.

27.

Admitted.

The VC Summer Subcontract

28.

WECTEC admits that AZZ and CB&I entered into a Multi-Project Agreement on August 31, 2010 (the “VC Summer Subcontract”). The VC Summer Subcontract speaks for itself and is the best evidence of its contents. To the extent a further response is required, WECTEC denies the remaining allegations in Paragraph 28.

29.

The allegations in Paragraph are legal conclusions to which no response is required. Further, the VC Summer Subcontract speaks for itself and is the best evidence of its contents. To the extent a further response is required, WECTEC denies the allegations in Paragraph 29.

30.

WECTEC states that the VC Summer Subcontract speaks for itself and is the best evidence of its contents. To the extent a further response is required, WECTEC denies the allegations in Paragraph 30.

31.

WECTEC states that the VC Summer Subcontract speaks for itself and is the best evidence of its contents. To the extent a further response is required, WECTEC denies the allegations in Paragraph 31.

32.

Admitted.

The Bankruptcy Filing and Interim Assessment Agreements

33.

WECTEC admits Westinghouse, as defined by the Complaint, and affiliates, including WECTEC, filed Chapter 11 bankruptcy on or about March 29, 2017. The filings in the Bankruptcy Case, as defined in Paragraph 33, speak for themselves. WECTEC admits the remaining allegations of Paragraph 33.

34.

WECTEC admits this Court entered an Order related to the Interim Assessment Agreement (“IAA”) and that Order can be found at Docket No. 68. WECTEC denies Plaintiffs have any rights under the IAA.

35.

The IAA speaks for itself. WECTEC admits Paragraph 5 of the IAA states, in part, “GPC shall be obligated to pay all costs accrued by the Debtors for Fluor, Subcontracts and/or Vendors for services performed and goods provided for the Vogtle Project during the Interim Assessment Period.” WECTEC denies any allegation of Paragraph 35 inconsistent with the foregoing or the terms of the IAA. WECTEC denies Plaintiffs have any rights under the IAA.

36.

The IAA speaks for itself. WECTEC admits Paragraph 2 of the IAA contains the allegations of Paragraph 36. WECTEC denies any allegation of Paragraph 36 inconsistent with the foregoing or the terms of the IAA. WECTEC denies Plaintiffs have any rights under the IAA.

37.

The IAA speaks for itself. WECTEC admits Paragraph 2 of the IAA contains the allegations of Paragraph 37. WECTEC denies any allegation of Paragraph 37 inconsistent with the foregoing or the terms of the IAA. WECTEC denies Plaintiffs have any rights under the IAA.

38.

The IAA and the Court’s Order Approving the IAA speak for themselves. WECTEC denies any allegation of Paragraph 38 inconsistent with the foregoing or the terms of the IAA and the Court’s Order. WECTEC denies Plaintiffs have any rights under the IAA.

39.

The Amendment No. 1 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 39 inconsistent with Amendment No. 1. WECTEC denies Plaintiffs have any rights under the IAA.

40.

The Amendment No. 2 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 40 inconsistent with Amendment No. 2. WECTEC denies Plaintiffs have any rights under the IAA.

41.

The Amendments Nos. 3 and 4 to the IAA speak for themselves. WECTEC denies any allegation of Paragraph 41 inconsistent with Amendment Nos. 3 and 4. WECTEC denies Plaintiffs have any rights under the IAA.

42.

The Amendment No. 5 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 42 inconsistent with Amendment No. 5. WECTEC denies Plaintiffs have any rights under the IAA.

43.

The Amendment No. 6 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 43 inconsistent with Amendment No. 3. WECTEC denies Plaintiffs have any rights under the IAA.

44.

The Amendment No. 7 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 44 inconsistent with Amendment No. 7. WECTEC denies Plaintiffs have any rights under the IAA.

45.

The Amendment No. 8 to the IAA speaks for itself. WECTEC denies any allegation of Paragraph 45 inconsistent with Amendment No. 8. WECTEC denies Plaintiffs have any rights under the IAA.

46.

Amendments Nos. 1-8 and the IAA speak for themselves. WECTEC denies any allegation of Paragraph 46 inconsistent with these Amendments and the IAA. WECTEC denies Plaintiffs have any rights under the IAA.

47.

WECTEC admits a Notice of Effective Date of Services Agreement was filed July 27, 2017 and the IAA was no longer in effect. WECTEC denies any allegations of Paragraph 47 inconsistent with the foregoing.

Motion to Reject EPC Contract

48.

WECTEC admits the Motion as described in Paragraph 48 was filed on or about June 23, 2017. The cited Bankruptcy pleadings speak for themselves. WECTEC denies any allegation of Paragraph 48 inconsistent with the foregoing or the cited Bankruptcy pleadings.

49.

WECTEC admits a Motion to Reject EPC Contract, as defined in the Complaint, was filed in the Bankruptcy. The Motion speaks for itself. WECTEC denies any allegations of Paragraph 49 inconsistent with the Motion.

50.

WECTEC admits an Order at Docket No. 954 was entered by this Court in the Bankruptcy. The Order speaks for itself. WECTEC denies any allegations of Paragraph 50 inconsistent with the Order.

Rejection of the Vogtle Subcontract

51.

WECTEC admits a Motion to Reject the Vogtle Subcontract, as defined in the Complaint, was filed in the Bankruptcy. The Motion speaks for itself. WECTEC denies any allegations of Paragraph 51 inconsistent with the Motion.

52.

WECTEC admits an Order at Docket No. 1104 was entered by this Court in the Bankruptcy. The Order speaks for itself. WECTEC denies any allegations of Paragraph 52 inconsistent with the Order.

The Bridge Agreement

53.

Upon information and belief, WECTEC admits SNC and Calvert entered into the Bridge Agreement, as defined in Paragraph 53, on July 27, 2017.

54.

Upon information and belief, WECTEC admits Paragraph 54.

55.

Upon information and belief, WECTEC admits Paragraph 55.

56.

Admitted.

57.

Admitted.

58.

Upon information and belief, WECTEC admits Paragraph 58.

59.

Upon information and belief, WECTEC admits Paragraph 2 of the Bridge Agreement states, in part, “Subcontractor shall provide all labor, materials, equipment, and/or services for the Project to the same extent and in the same manner contemplated by the Subcontract.” Further, the Bridge Agreement and relevant Vogtle Subcontract provisions, amendments, exhibits, and/or terms and conditions speak for themselves.

60.

Upon information and belief, WECTEC admits Paragraph 3 of the Bridge Agreement states, in part, “[f]or the term of this Agreement, SNC shall pay Subcontractor for the Work to the same extent and in the same manner as contemplated by the Subcontract subject to the modifications...” Further, the Bridge Agreement and relevant Vogtle Subcontract provisions, amendments, exhibits, and/or terms and conditions speak for themselves.

61.

Upon information and belief, WECTEC admits Paragraph 61. However, the payment to Calvert was, and is, subject to multiple defenses contained in the Bridge Agreement, Vogtle Subcontract and grounded in law. Further, the Bridge Agreement and Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves.

62.

The Bridge Agreement and Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves. WECTEC denies Paragraph 62 to the extent inconsistent with the Bridge Agreement and/or the Vogtle Subcontract. Further, any payment to Calvert was, and is, subject to multiple defenses contained in the Bridge Agreement, Vogtle Subcontract, and grounded in law.

63.

The Bridge Agreement and Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves. WECTEC denies Paragraph 63 to the extent inconsistent with the Bridge Agreement and/or the Vogtle Subcontract. Further upon information and belief, any payment to Calvert was, and is, subject to multiple defenses contained in the Bridge Agreement, Vogtle Subcontract, and grounded in law.

64.

Upon information and belief, WECTEC admits Paragraph 64 contains a portion of Paragraph 6 of the Bridge Agreement.

65.

Denied.

66.

Upon information and belief, WECTEC denies the allegations of Paragraph 66.

67.

Upon information and belief, WECTEC admits Paragraph 67.

68.

Upon information and belief, WECTEC admits Paragraph 68 contains a portion of Paragraph 8 of the Bridge Agreement.

69.

WECTEC is without sufficient information or knowledge to admit or deny Paragraph 69 given the phrase “relevant times” is vague and undefined. The Bridge Agreement and Vogtle Subcontract and relevant amendments, exhibits, and/or terms and conditions speak for themselves.

WECTEC's Failure to Pay Multiple Invoices

Invoice 7521

70.

WECTEC admits Calvert submitted invoice No. 7521 under the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from WECTEC on this invoice, and denies the remaining allegations of Paragraph 70.

71.

Admitted that Invoice 7521 was issued. All remaining allegations in paragraph 71 are denied.

72.

Denied.

73.

Denied.

74.

WECTEC admits the IAA was effective through July 27, 2017. WECTEC denies Plaintiffs have any rights under the IAA. WECTEC denies any remaining allegations of Paragraph 74.

75.

WECTEC denies Paragraph 75 as written, and notes a typographical error in the allegation which suggests WECTEC made a payment to Calvert on November 17, 2017. WECTEC admits that it requested the amount of invoice 7521 be paid on or around October 31, 2017.

76.

WECTEC denies Paragraph 76 as written. WECTEC admits that it requested that the Wire Transfer (as defined in the Complaint) be reversed on or around November 1, 2017.

77.

WECTEC admits invoice No. 7521 remains unpaid. WECTEC denies Plaintiffs are entitled to payment under invoice No. 7521.

78.

Admitted.

79.

Denied.

Invoice 7520

80.

WECTEC admits only the allegation in Paragraph 80 that Invoice 7520 under PO 7-E031.01 in the amount of \$39,475.52 was submitted on August 8, 2017 to WECTEC for payment. WECTEC denies the remaining allegations.

81.

WECTEC lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 81 and therefore denies same.

82.

WECTEC admits only the allegation in Paragraph 82 that Invoice 7520 identified a due date of September 22, 2017. WECTEC denies the remaining allegations.

83.

Denied.

84.

Denied.

85.

Upon information and belief, WECTEC denies the allegations in Paragraph 85, as Invoice 7520 was paid on April 27, 2018.

Invoice 7468

86.

WECTEC admits only the allegation in Paragraph 86 that Invoice 7468 under PO 8-E031.01 in the amount of \$104,782.20 was submitted on June 30, 2017 to WECTEC for payment. WECTEC denies the remaining allegations.

87.

WECTEC lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 87 and therefore denies same.

88.

WECTEC admits only the allegation in Paragraph 88 that the due date listed on Invoice 7468 was August 14, 2017. WECTEC denies the remaining allegations.

89.

WECTEC admits the allegation in Paragraph 89 that the due date listed on Invoice 7468 was August 14, 2017. WECTEC denies the remaining allegations.

90.

Upon information and belief, WECTEC denies the allegations in Paragraph 90.

91.

Upon information and belief, WECTEC denies the allegations in Paragraph 91.

Invoice 7469

92.

WECTEC admits only the allegation in Paragraph 92 that Invoice 7469 under PO 8-E031.01 in the amount of \$44,906.66 was submitted on June 30, 2017 to WECTEC for payment. WECTEC denies the remaining allegations.

93.

WECTEC lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 93 and therefore denies same.

94.

WECTEC admits only the allegation in Paragraph 94 that the due date listed on Invoice 7469 was August 14, 2017. WECTEC denies the remaining allegations.

95.

WECTEC admits only the allegation in Paragraph 95 that the due date listed on Invoice 7469 was August 14, 2017. WECTEC denies the remaining allegations.

96.

Upon information and belief, WECTEC denies the allegations in Paragraph 96.

97.

Upon information and belief, WECTEC denies the allegations in Paragraph 97.

Invoice 7581

98.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7581 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract.

WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 98.

99.

Upon information and belief, WECTEC admits that Invoice 7581 was issued. All remaining allegation in paragraph 99 are denied.

100.

Upon information and belief, WECTEC admits invoice No. 7581 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

101.

Denied.

102.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7581. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7582

103.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7582 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 103.

104.

Upon information and belief, WECTEC admits that Invoice 7582 was issued. All remaining allegation in paragraph 104 are denied.

105.

Upon information and belief, WECTEC admits invoice No. 7582 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

106.

Denied.

107.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7582. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7615

108.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7651 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 108.

109.

Upon information and belief, WECTEC admits that Invoice 7615 was issued. All remaining allegations in paragraph 109 are denied.

110.

Upon information and belief, WECTEC admits invoice No. 7615 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

111.

Denied.

112.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7615. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7630

113.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7630 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 113.

114.

Upon information and belief, WECTEC admits that Invoice 7630 was issued. All remaining allegations in paragraph 114 are denied.

115.

Upon information and belief, WECTEC admits invoice No. 7630 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

116.

Denied.

117.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7630. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7631

118.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7631 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 118.

119.

Upon information and belief, WECTEC admits that Invoice 7631 was issued. All remaining allegation in paragraph 119 are denied.

120.

Upon information and belief, WECTEC admits invoice No. 7631 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

121.

Denied.

122.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7631. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7661

123.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7661 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 123.

124.

Upon information and belief, WECTEC admits that Invoice 124 was issued. All remaining allegations in paragraph 124 are denied.

125.

Upon information and belief, WECTEC admits invoice No. 7661 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

126.

Denied.

127.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7661. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Invoice 7713

128.

Upon information and belief, WECTEC admits Calvert submitted invoice No. 7713 to SNC under the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice, and denies the remaining allegations of Paragraph 128.

129.

Upon information and belief, WECTEC admits that Invoice 7713 was issued. All remaining allegations in paragraph 129 are denied.

130.

Upon information and belief, WECTEC admits invoice No. 7713 was submitted to SNC under the terms of the Bridge Agreement and, to the extent applicable, the Vogtle Subcontract. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

131.

Denied.

132.

Upon information and belief, WECTEC admits SNC did not pay Calvert for invoice No. 7713. WECTEC denies Calvert is entitled to payment from SNC on this invoice.

Additional Allegations

133.

Denied.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT I – ACTION FOR DECLARATORY JUDGMENT"
(As to Defendants WECTEC and Vogtle Subcontract)

134.

WECTEC incorporates by reference its answers to Paragraphs 1-26, 33-52, 70-79, and 133 of this Answer as if fully set forth herein.

135.

WECTEC admits Count I is an action for declaratory judgment. WECTEC denies Plaintiffs are entitled to the requested relief.

136.

The cited statute speaks for itself. WECTEC denies any allegations of Paragraph 136 inconsistent with the cited statute.

137.

WECTEC admits invoice No. 7521 purports to cover services performed by Calvert after the Petition Date. WECTEC denies Calvert is entitled to payment from WECTEC on this invoice.

138.

Denied.

139.

Denied.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT II – BREACH OF CONTRACT"
(As to Defendants WECTEC and Vogtle Subcontract)

140.

WECTEC incorporates by reference its answers to Paragraphs 1-26, 33-52, 70-79, and 133 of this Answer as if fully set forth herein.

141.

WECTEC admits Plaintiffs are asserting a breach of contract claim. WECTEC denies Plaintiffs have a valid breach of contract claims and deny Plaintiffs are entitled to any damages.

142.

Paragraph 142 contains a legal conclusion to which no response is required.

143.

Denied.

144.

The Vogtle Subcontract, its amendments, its exhibits, and/or its terms and conditions speak for themselves. WECTEC denies any allegation of Paragraph 144 inconsistent with the Vogtle Subcontract and its amendments, its exhibits, and/or its terms and conditions. WECTEC denies WECTEC is required to pay Plaintiffs for defective and/or deficient work. WECTEC denies WECTEC is required to pay Plaintiffs for these invoices because of backcharges, set-off, recoupment, or any other contractual or legal defense.

145.

Denied.

146.

Denied.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT III – ACTION FOR DECLARATORY JUDGMENT"
(As to Defendants WECTEC and VC Summer Invoices)

147.

WECTEC incorporates by reference its answers to Paragraphs 1-5, 8-11, 18-21, 26-33, 80-97 and 133 of this Answer as if fully set forth herein.

148.

The allegations in Paragraph 148 of the Complaint are a characterization of this action to which no response is required. Further, WECTEC denies that Calvert is entitled to administrative claims against the bankruptcy estate.

149.

The allegations in Paragraph 149 are legal conclusions to which no response is required.

150.

Upon information and belief, WECTEC denies the allegations contained in Paragraph 150.

151.

The allegations in Paragraph 151 are legal conclusions to which no response is required. To the extent a further response is required, WECTEC denies the allegations contained in Paragraph 151.

152.

The allegations in Paragraph 152 are legal conclusions to which no response is required. To the extent a further response is required, WECTEC denies the allegations contained in Paragraph 152.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT IV – BREACH OF CONTRACT"
(As to Defendants WECTEC and VC Summer Subcontract)

153.

WECTEC incorporates by reference its answers to Paragraphs 1-5, 8-11, 18-21, 26-33, 80-97, and 133 of this Answer as if fully set forth herein.

154.

The allegations in Paragraph 154 are a characterization of this action to which no response is required. To the extent a further response is required, WECTEC denies the allegations in Paragraph 154.

155.

The allegations in Paragraph 155 are legal conclusions to which no response is required. To the extent a response is required, WECTEC denies the allegations in Paragraph 155.

156.

Upon information and belief, WECTEC denies the allegations in Paragraph 156.

157.

The VC Summer Subcontract, its amendments, its exhibits, and/or its terms and conditions speak for themselves and are the best evidence of their contents. WECTEC denies any allegation of Paragraph 157 inconsistent with the VC Summer Subcontract and its amendments,

its exhibits, and/or its terms and conditions. WECTEC denies WECTEC is required to pay Plaintiffs for defective and/or deficient work. WECTEC denies WECTEC is required to pay Plaintiffs for invoices subject to backcharges, set-off, or any other contractual or legal defense.

158.

Denied.

159.

Denied.

160.

Denied.

161.

Denied.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT V – BREACH OF CONTRACT"
(As to Defendants Southern and the Owners)

162.

WECTEC incorporates by reference its answers to Paragraphs 1-26, 33-52, 70-79, and 133 of this Answer as if fully set forth herein.

163.

WECTEC admits Plaintiffs assert a breach of contract claim. WECTEC denies Plaintiffs have standing to bring a breach of contract claim under the IAA. WECTEC denies Plaintiffs are third-party beneficiaries under the IAA. WECTEC denies Plaintiffs are owed damages for the alleged breach of contract claim under the IAA.

164.

WECTEC admits the IAA is a binding contract between the Vogtle Owners and Debtors, as defined in the Complaint. WECTEC denies Plaintiffs are a party to the IAA. WECTEC denies Plaintiffs are third-party beneficiaries under the IAA.

165.

Denied.

166.

Denied.

167.

WECTEC admits the Vogtle Subcontract requires WECTEC to pay Plaintiffs subject to the terms and conditions of the Vogtle Subcontract for work satisfactorily performed and not otherwise subject to set-off, backcharges, or other remedies in contract or law.

168.

Paragraph 5 of the IAA speaks for itself. WECTEC denies any allegation of Paragraph 168 inconsistent with Paragraph 5 of the IAA.

169.

Denied.

170.

Denied.

171.

Denied.

ANSWERING THE SECTION OF PLAINTIFFS' COMPLAINT ENTITLED
"COUNT VI – BREACH OF CONTRACT"
(As to Defendants Southern and the Owners)

172.

WECTEC incorporates by reference its answers to Paragraphs 1-26, 53-69, and 98-133 of this Answer as if fully set forth herein.

173.

WECTEC admits Plaintiffs assert a breach of contract claim. WECTEC is without sufficient information to admit or deny whether Plaintiffs are entitled to the requested relief.

174.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph 174.

175.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph 175.

176.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph 176.

177.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph 177.

178.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph
178.

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WECTEC is without sufficient information to admit or deny the allegations of Paragraph
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WECTEC is without sufficient information to admit or deny the allegations of Paragraph
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181.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph
181.

182.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph
182.

183.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph
183.

184.

WECTEC is without sufficient information to admit or deny the allegations of Paragraph
184.

ANSWERING THE UNNUMBERED PARAGRAPH ENTITLED
“RESERVATION OF RIGHTS”

WECTEC admits Plaintiffs seek certain relief and request a reservation of certain rights in this Paragraph. WECTEC denies Plaintiffs are entitled to any requested relief. WECTEC further denies Plaintiffs have reserved any rights through listing the rights in this paragraph.

ANSWERING THE COMPLAINT AS A WHOLE

Having fully answered the Complaint, WECTEC respectfully requests this Court enter an Order dismissing Plaintiffs' Complaint with prejudice at Plaintiffs' cost, including reasonable attorneys' fees of this action, and granting WECTEC such other relief as it deems just, equitable, and proper.

Dated: New York, New York
April 29, 2018

Respectfully submitted,

/s/ John T. Dorsey

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been filed with the Clerk of Court using the CM/ECF system and served upon the following by U.S. Mail, properly addressed and postage prepaid, on this 29th day of April, 2018:

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