

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11

Westinghouse Electric Company LLC, et al.,

Case No. 17-105751 (MEW)

Debtors.

-----X

DECLARATION OF SERVICE

I, Ina Petersen, declare under the penalties of perjury pursuant to 28 U.S.C. §1746:

On February 16, 2018, I caused to be served the Limited Objection of CBS Corporation to those parties in interest, by electronic email service attached in Schedule "A.

Dated February 16, 2018
New York, NY

/s/ Ina Petersen



SCHEDULE "A"

altogut@TeamTogut.com;
mark.sobota@accenture.com;
iturnbull@aecon.com;
kj.vankrieken@airgas.com;
john.mitchell@akerman.com;
katherine.fackler@akerman.com;
susan.balaszak@akerman.com;
scott.zemser@allenoverly.com; ken.coleman@allenoverly.com; daniel.guyder@allenoverly.com;
dennis.connolly@alston.com;
will.sugden@alston.com; tom.clinkscales@alston.com;
dean.smith@ameco.com;
dgoing@armstrongteasdale.com;
mlindsay@babstcalland.com;
debra.dandeneau@bakermckenzie.com;
summersm@ballardspahr.com; roglenn@ballardspahr.com;
daluzt@ballardspahr.com; summersm@ballardspahr.com;
vroland@ballonstoll.com;
william.barrett@bfkn.com;
mbeal@bealLLC.com;
mbarrie@beneschlaw.com;
klaw@bbslaw.com;
schaedle@blankrome.com; ezucker@blankrome.com;
bankruptcy@borgeslawllc.com;
chawkins@bradley.com;
kgray@bradley.com;
jmontgomery@brownconnery.com;
eric.prezant@bryancave.com; justin.morgan@bryancave.com;
rstieglitz@cahill.com;
bankruptcy@clm.com;
slaven@cavitch.com;
lpresley@CBI.com;
Rick.crow@cbi.com;
szuber@csglaw.com; mcaruso@csglaw.com;
eschnitzer@ckrlaw.com;
cmomjian@attorneygeneral.gov;
ddhopper@chlhf.com;
jcarroll@cozen.com;
mlichtenstein@crowell.com;
rberoth@csc.com;
bpollack@cullenanddykman.com;
dadams@CURTISSWRIGHT.com;
michael.sage@dechert.com; stephen.wolpert@dechert.com;
giorgio.bovenzi@dentons.com;
askdoj@usdoj.gov;
kpatrick@dps-law.com;

jwspear@duanemorris.com;
Richard.rogers@dubosenes.com;
mkey@duggerlaw.com;
mj lombardo@dhpqlaw.com;
globaltradecredit@eaton.com;
ann@envirovac.us
wmarcari@ebqlaw.com;
steven.usdin@flastergreenberg.com;
Pat.Selvaggio@Fluor.com;
rmeth@foxrothschild.com; msteen@foxrothschild.com;
jfrank@fgllp.com;
gharris@garney.com;
rgellert@gsbblaw.com;
Dan.Collins@gexpro.com;
dbarney@gibbonslaw.com;
kgiannelli@gibbonslaw.com; btheisen@gibbonslaw.com;
rick@gleissnerlaw.com;
wweintraub@goodwinlaw.com;
cattoi@gtlaw.com; wagnerr@gtlaw.com;
glb@gdllaw.com;
mhamersky@grifflegal.com;
trevor.hoffman@haynesboone.com;
james.fiscus@hercrentals.com;
jdoran@hinckleyallen.com;
podonnell@hinckleyallen.com;
lynne.xerras@hklaw.com;
jtorf@hmbllaw.com;
fmacchiaverna@huntermaclean.com;
bankruptcy2@ironmountain.com;
jason.starks@oag.texas.gov;
csteege@jenner.com;
rlevin@jenner.com; cwedoff@jenner.com;
akordas@jonesday.com;
gmgordon@jonesday.com; dbprietto@jonesday.com; asrush@jonesday.com;
mcohen@jonesday.com;
pvance@joneswalker.com;
jstitt@kmklaw.com;
david.seligman@kirkland.com;
gregory.pesce@kirkland.com;
cercole@klehr.com; lmoylan@klehr.com;
rlemisch@klehr.com;
jjureller@klestadt.com;
adam.hirsch@kutakrock.com;
zulf.bokhari@lw.com;
ssutton@lathropgage.com;
melissa@melissasteinberglaw.com;
christopher.perkins@leclairryan.com;

janice.grubin@leclairryan.com;
aballinger@lindquist.com;
wcurchack@loeb.com; bsimmons@loeb.com;
luskin@lsellp.com; odonnell@lsellp.com;
rmv@lynchvansickle.com;
adoshi@magnozzikye.com;
mcollins@manierherod.com; spoteet@manierherod.com;
smith@manningfulton.com;
roselyn.bar@martinmarietta.com;
fhyman@mayerbrown.com; jcdebaca@mayerbrown.com;
lmurphree@maynardcooper.com;
rdavis@maynardcooper.com;
lmodugno@mdmc-law.com; mmorano@mdmc-law.com;
amccollough@mcguirewoods.com; ashpley@mcguirewoods.com;
dhayes@mcquirewoods.com;
bkymail@merrillstonehamilton.com;
sdnyecf@dor.mo.gov;
mfink@mmwr.com;
davidwheeler@mvalaw.com; reiddy@rvalaw.com;
luislluberas@mvalaw.com; gabemathless@mvalaw.com;
lberkoff@moritthock.com;
mtravis@muchmorelaw.com;
rkaelin@murthalaw.com;
Steve.Napiecek@hii-nns.com;
rmendoza@nexsenpruet.com;
cfong@nixonpeabody.com;
rpedone@nixonpeabody.com;
fxmasseth@nuclearfuelservices.com;
mitchell@oglaw.net;
jtaylor@omm.com;
swarren@omm.com; bmetcalf@omm.com;
townen@owenind.com;
edobbs@phrd.com;
ctobler@paulweiss.com;
jsaferstein@paulweiss.com;
adsmith@perkinscoie.com;
scarroll@perkinscoie.com;
EZabicki@picklaw.net;
barbara.croutch@pillsburylaw.com;
dania.slim@pillsburylaw.com;
patrick.potter@pillsburylaw.com; michael.mcnamara@pillsburylaw.com;
samuel.cavior@pillsburylaw.com;
slydell@platzerlaw.com;
ewade@porterhedges.com; jwolfshohl@porterhedges.com;
smcgee@clns.com;
mbienenstock@proskauer.com; tkarcher@proskauer.com; vindelicato@proskauer.com;
rbeacher@pryorcashman.com; cchiu@pryorcashman.com;

suzanne.klar@pseg.com;
damon.newman@qpwbllaw.com; jkrcmar@qpwbllaw.com;
dbaker@reedsmith.com;
psinger@reedsmith.com; tabdalla@reedsmith.com;
glenn.reisman@ge.com;
kevin.gibbons@rc-cooling.com;
hmagaliff@r3mlaw.com;
jrich@r3mlaw.com; rmichaelson@r3mlaw.com;
jganz@riemerlaw.com;
pbirney@rc.com;
keith.wofford@ropesgray.com; adam.harris@ropesgray.com; marc.roitman@ropesgray.com;
andrew.glantz@ropesgray.com;
peter.welsh@ropesgray.com;
Mark.stonge@r-scc.com;
prubin@rubinlawllc.com;
sraatlaw@bellsouth.net;
dpatel@saul.com;
jbucci@saul.com;
slevine@saul.com;
scott@scottlawpgh.com;
rwilliamson@swlawfirm.com; mlevin@swlawfirm.com;
SECBankruptcy-OGC-ADO@SEC.gov;
bankruptcynoticeschr@sec.gov;
lillian.stenfeldt@sedgwicklaw.com;
robert.towey@sedgwicklaw.com;
wmaffucci@sogtlaw.com;
fsosnick@shearman.com; ned.schodek@shearman.com; stephen.blank@shearman.com;
cwolfe@sheppardmullin.com;
rfriedman@sheppardmullin.com; jalderson@sheppardmullin.com;
scott.conner@siemens.com;
paul.leake@skadden.com;
van.durrer@skadden.com; annie.li@skadden.com;
Rick.Danning@MetalTek.com;
easmith@sbjlaw.com;
kmiller@skjlaw.com;
mderstine@swlaw.com;
jyang@swlaw.com;
bmetzger@sowellgray.com;
stephen.lerner@squirepb.com; andrew.simon@squirepb.com;
mgorman@ssmi.biz;
GSherrill@steelfab-inc.com;
cp@stevenslee.com;
jdd@stevenslee.com;
jck@stevenslee.com;
clturner@stites.com;
streusand@slollp.com;
sgreenberg@taylorenghish.com;

slorber@wfactorlaw.com;
tereilly@tomreillylaw.com;
lnewman@thompsoncoburn.com; dduffy@thompsoncoburn.com;
bbryant@thompsonind.com;
curtis.tuggle@thompsonhine.com;
jonathan.hawkins@thompsonhine.com;
william.schrag@thompsonhine.com;
agbanknewyork@ag.tn.gov;
david.mancini@troutmansanders.com;
hugh.mcdonald@troutmansanders.com; david.pisciotta@troutmansanders.com;
jblask@tuckerlaw.com;
mshiner@tuckerlaw.com; jblask@tuckerlaw.com;
Cantey.Haile@vallen.com;
Corey.Yraguen@vigor.net;
rgmason@wlrk.com; eakleinhaus@wlrk.com;
summerall@wgflaw.com;
joseph.pack@whitecase.com;
rgraham@whitecase.com;
vandermarkj@whiteandwilliams.com;
bstrickland@wtplaw.com;
sgerald@wtplaw.com;
dpage@wisgrp.com;
mfeldman@willkie.com; jlongmire@willkie.com; weguchi@willkie.com;
jsullivan@windelsmarx.com;
james.wright@klgates.com

GOLDBERG WEPRIN FINKEL GOLDSTEIN
1501 Broadway, 22nd Floor
New York, New York 10036
Telephone: (212) 221-5700
Facsimile: (212) 730-4518
Neal M. Rosenbloom

GLICKFELD, FIELDS & JACOBSON LLP
8383 Wilshire Boulevard, Suite 341
Beverly Hills, California 90211
Telephone: (310) 550-7222
Facsimile: (310) 550-6222
Lawrence M. Jacobson (admitted *pro hac vice*)

Counsel for Creditor and Interested Party CBS Corporation

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

-----	x	Hearing date and time:
		February 21, 2018 at 2:00pm
	:	
In re:	:	Chapter 11
	:	
WESTINGHOUSE ELECTRIC	:	Case No. 17-10751 (MEW)
COMPANY LLC, et al.,	:	
	:	(Jointly Administered)
Debtors.¹	:	
-----	x	

LIMITED OBJECTION OF CBS CORPORATION

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 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.

TO PROPOSED DISCLOSURE STATEMENT

CBS Corporation (“CBS”) respectfully submits the following limited objection to the proposed Disclosure Statement for Joint Chapter 11 Plan of Reorganization filed by the Debtors on January 29, 2018 (“the Disclosure Statement”):

Introduction

1. CBS holds several claims against Debtor Westinghouse Electric Company LLC (“WEC”) that have been guaranteed by WEC’s parent company, non-debtor Toshiba Corporation (“Toshiba”). The Disclosure Statement’s description of the injunction established by section 11.9 of the Debtors’ proposed reorganization plan (“the Plan Injunction”) is vague and ambiguous as to whether it covers actions against Toshiba by creditors who have not affirmatively released Toshiba from liability on its guarantees of WEC’s obligations. Consequently, WEC respectfully objects to the Disclosure Statement and suggests language (set forth in paragraph 9, below) clearly stating that the Plan Injunction does not bar such creditors from proceeding against Toshiba.

Discussion

2. CBS has filed several proofs of claim against WEC, most of which are based on an asset purchase agreement (“the APA”) by which WEC agreed to compensate or indemnify CBS for various items in connection with WEC’s acquisition of the nuclear energy business formerly owned by CBS (then known as Westinghouse Electric Corporation). Non-debtor Toshiba guaranteed WEC’s obligations to CBS under the APA (among other things) pursuant to a Guarantee Agreement dated as of October 18, 2006.

3. A disclosure statement must contain “adequate information,” which the Bankruptcy Code defines as “information of a kind, and in sufficient detail . . . that would

enable a hypothetical reasonable investor typical of holders of claims or interest of the relevant class to make an informed judgment about the plan.” 11 U.S.C. §1125(a)(1), (b). However, the Disclosure Statement does not contain adequate information to enable creditors holding claims against Toshiba to determine the effect of the Plan Injunction on their ability to pursue Toshiba on such claims.

4. Section V.J.7 of the Disclosure Statement describes releases of third parties, including Toshiba, under the Plan (“the Third Party Releases”). Specifically, that section provides that “Released Parties,” which include Toshiba,² will be released by “Releasing Parties,” who are defined as including creditors (etc.) “**other than those** who (a) were entitled to vote on the Plan and did not vote on the Plan or (b) voted to reject and also did not check the box on the applicable Ballot indicating that they opt to grant the releases provided in the Plan.” (Plan §1.121.) In other words, creditors can opt out of the Third Party Release by not voting on the Plan or by voting to reject it and not checking the “opt-in” box.

5. However, section V.J.9 of the Disclosure Statement describes the Plan Injunction as covering **all** creditors holding claims against the Released Parties - not just “Releasing Parties” who have opted in to the Third-Party Release. Although that section provides that the Plan Injunction applies to actions “on account of **any such** waived, discharged or released claims,” it is not clear what that phrase refers to, or whether it excludes claims by parties who opted out of the Third Party Release.

² Section 1.117 of the Plan defines “Released Parties” as including “the PSA Parties.” Section 1.114 of the Plan provides that the “PSA Parties” includes Toshiba.

6. It is critically important to CBS that the Plan and Disclosure Statement clearly and unambiguously state whether the Plan has any effect on CBS's ability to pursue Toshiba if CBS fails to vote on the Plan (or votes to reject the Plan and does not check the "opt-in" box), because any involuntary or non-consensual release of Toshiba is unacceptable to CBS, and is in violation of applicable law.

7. That issue can be clarified by a revising paragraph V.J.9 of the Disclosure Statement and section 11.9 of the Plan (which is virtually identical), as follows:

Except as otherwise provided in the Plan or the Confirmation Order, all entities who have held, hold, or may hold Claims or Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to section 11.6 of the Plan; (3) have been released pursuant to section 11.7 of the Plan; (4) are subject to exculpation pursuant to section 11.8 of the Plan (but only to the extent of the exculpation provided in section 11.8 of the Plan); or (5) are otherwise stayed or terminated pursuant to the terms of the Plan, shall be permanently enjoined and precluded, from and after the Effective Date, from taking any of the following enforcement actions against the Debtors, the Reorganized Debtors, the Released Parties or any of their respective assets or property on account of any Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that have been waived, discharged or released pursuant to the Plan: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of Action, or liabilities that have been released, compromised or settled; (b) enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, Reorganized Debtors, or Released Parties; and (e) commencing or continuing any action, in any manner, or in any place to assert any Claim waived, discharged or released under the Plan or that does not otherwise comply with or is inconsistent with the provisions of the Plan; *provided, however*, that nothing contained in the Plan shall (x) preclude an entity from obtaining benefits directly and expressly provided to such entity pursuant to the terms of the Plan, (y) be construed to prevent any entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law, or (z) enjoin or preclude any entity that is not a Releasing Party from taking any of the foregoing enforcement

actions against any Released Party or its assets or property on account of any Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that such entity has not waived, discharged or released pursuant to the Plan.

Redline to current language:

Except as otherwise provided in the Plan or the Confirmation Order, all entities who have held, hold, or may hold Claims or Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to section 11.6 of the Plan; (3) have been released pursuant to section 11.7 of the Plan; (4) are subject to exculpation pursuant to section 11.8 of the Plan (but only to the extent of the exculpation provided in section 11.8 of the Plan); or (5) are otherwise stayed or terminated pursuant to the terms of the Plan, shall be permanently enjoined and precluded, from and after the Effective Date, from taking any of the following enforcement actions against the Debtors, the Reorganized Debtors, the Released Parties or any of their respective assets or property on account of any ~~such waived, discharged or released~~ Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that have been waived, discharged or released pursuant to the Plan: (a) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of ~~Actions~~Action, or liabilities that have been released, compromised or settled; (b) enforcing, levying, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order; (c) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any debt, liability, or obligation due to the Debtors, Reorganized Debtors, or Released Parties; and (e) commencing or continuing any action, in any manner, or in any place to assert any ~~claim~~Claim waived, discharged or released under the Plan or that does not otherwise comply with or is inconsistent with the provisions of the Plan; *provided, however*, that nothing contained in the Plan shall ~~(x)~~ preclude an entity from obtaining benefits directly and expressly provided to such entity pursuant to the terms of the ~~Plan; provided, further, that nothing contained in the Plan shall~~ Plan, (y) be construed to prevent any entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law-, or (z) enjoin or preclude any entity that is not a Releasing Party from taking any of the foregoing enforcement actions against any Released Party or its assets or property on account of any Claims, Interests, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities that such entity has not waived, discharged or released pursuant to the Plan.

8. Although this issue affects the language of the Plan Injunction in the Plan itself, as well as its description in the Disclosure Statement, CBS respectfully submits

that the issue should be resolved at the Disclosure Statement stage, because if the Plan Injunction is not clear as to its effect on creditors who opt out of the Third Party Release, the Disclosure Statement cannot possibly provide adequate information about the effect on the Third Party Releases of voting against the Plan, or not voting at all, which is a critical issue for many creditors to consider in deciding how and whether to vote on the Plan.³

Dated: February 14, 2018

New York, New York

/s/ Neal M. Rosenbloom
Neal M. Rosenbloom
GOLDBERG WEPRIN FINKEL GOLDSTEIN
1501 Broadway, 2nd Floor
New York, New York 10036
Telephone: (212) 221-5700
Facsimile: (212) 730-4518
Email: nrosenbloom@gwfglaw.com

-and-

Lawrence M. Jacobson (admitted *pro hac vice*)
GLICKFELD, FIELDS & JACOBSON LLP
8383 Wilshire Boulevard, Suite 341
Beverly Hills, California 90211
Telephone: (310) 550-7222
Facsimile: (310) 550-6222
Email: lmj@gfjlawfirm.com

*Counsel for Creditor and Interested Party
CBS Corporation*

³ CBS reserves all rights to object to confirmation of the Plan on any and all applicable grounds, including (without limitation) the ground that the Plan Injunction is ambiguous and/or unauthorized by law.