IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. [__] (___)
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING DEBTORS TO (A) PAY CERTAIN PREPETITION EMPLOYMENT OBLIGATIONS AND (B) MAINTAIN EMPLOYEE BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") hereby file this motion (this "Motion") for the entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** (the "Proposed Interim Order") and **Exhibit B** (the "Proposed Final Order," and together with the Proposed Interim Order, the "Proposed Orders"), (i) authorizing, but not directing, the Debtors, in accordance with their stated policies and in their discretion, to (a) pay the Prepetition Workforce Obligations (as defined below) and (b) maintain the Employee Benefits Obligations (as defined below), and (ii) granting related relief. In support of this Motion, the Debtors rely upon and incorporate by reference the *Declaration of Felicia DellaFortuna in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"),[2] filed contemporaneously herewith. In further support of this Motion, the Debtors respectfully represent as follows:

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[1] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

[2] Capitalized terms used but otherwise not defined herein shall have the meanings given to them in the First Day Declaration.

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and, pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent the consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 105(a), 363(b), 507(a), and 541 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rule 9013-1(m).

BACKGROUND

4. On the date hereof (the "Petition Date"), each of the Debtors filed voluntary petitions in the Court under chapter 11 of the Bankruptcy Code (these "Chapter 11 Cases"). The Debtors are authorized to operate their business and manage their properties as debtors and debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No official committee has been appointed in these Chapter 11 Cases, and no request has been made for the appointment of a trustee or an examiner.

6. Additional information regarding the Debtors' business, capital structure, and the circumstances leading to the filing of these Chapter 11 Cases is set forth in the First Day Declaration.

RELIEF REQUESTED

7. By this Motion, the Debtors respectfully request entry of the Proposed Orders authorizing, but not directing, the Debtors, in their discretion, to: (i) pay all unpaid prepetition wages, salaries, and compensation owed to Employees and Supplemental Workforce (each as defined below), certain other payments owed to non-insiders, all related administrative and incidental costs (each as described below, and collectively, the "Compensation Obligations"), and prepetition employee benefits (each as described below and, collectively, the "Employee Benefit Obligations"); (ii) pay all employment, unemployment, Social Security, Medicare, and federal, state, and local taxes relating to the Compensation Obligations and Employee Benefit Obligations, whether withheld from wages or paid directly by the Debtors to governmental authorities (collectively, the "Payroll Taxes"), and make other payroll deductions, including, but not limited to, retirement and other employee benefit plan contributions and voluntary deductions (all as described below and, collectively with the Payroll Taxes, the "Wage Deduction Obligations" and collectively with the Compensation Obligations and Employee Benefit Obligations, the "Prepetition Workforce Obligations"); and (iii) honor and continue the Debtors' prepetition programs, policies, and practices as described in this Motion in the ordinary course of business.

8. To fulfill these commitments, the Debtors request entry of the Proposed Interim Order, authorizing the Debtors to pay Prepetition Workforce Obligations in an amount not to exceed $7,030,000, subject to the $17,150 statutory cap per current employee established by sections 507(a)(4) and (a)(5) of the Bankruptcy code. Further, the Debtors request that the Court authorize the banks and other financial institutions to receive, process, honor, and pay all checks,

drafts, electronic fund transfers, or other forms of payment drawn or issued on the Debtors' bank accounts before the Petition Date for Prepetition Workforce Obligations (or to reissue checks, drafts, electronic fund transfers or other forms of payment drawn or issued on the Debtors' bank accounts, as may be necessary), and authorize, but not direct, such banks and financial institutions to rely on the Debtors' representations as to which checks, drafts, electronic fund transfers, or other forms of payment drawn or issued on the Debtors' bank accounts are subject to this Motion, provided that sufficient funds are on deposit in the applicable bank accounts to cover such payments.

THE DEBTORS' EMPLOYEES AND NON-DEBTOR EMPLOYEES

9. As of the Petition Date, the Debtors employ 2,912 employees in the United States (the "Employees"). Of those employees, (i) 759 are corporate employees (the "Corporate Employees"), of which 656 are full-time and 103 are part-time and (ii) 2,153 are field employees (the "Field Employees"), of which 24 are full-time and 2,129 are part-time. The Corporate Employees perform various corporate functions for the Debtors, and the Field Employees implement the Debtors' client-facing services, such as member coaching and conducting workshops. In addition, the Debtors retain approximately 200 temporary employees and/or independent contractors (collectively, the "Supplemental Workforce"), nearly all of which are retained through the Supplemental Workforce Agencies (as defined below). None of the Debtors' workforce is unionized.

10. The Debtors' ability to run their business efficiently and productively depends on the expertise and continued support and service of their Employees. Due to the disruption and uncertainty that typically accompanies a chapter 11 filing, the Debtors believe that the continuity and competency of their Employees will be jeopardized if the relief requested herein is not granted. Moreover, if the Debtors fail to pay the Prepetition Workforce Obligations in the ordinary course

of business, members of their workforce will suffer significant personal hardship and, in some cases, may be unable to pay their basic living expenses. Such an outcome would have a highly negative impact on workforce morale and productivity and would risk immediate and irreparable harm to the Debtors' continuing operation and their estates. Accordingly, the Debtors have determined that meeting their Prepetition Workforce Obligations and continuing all of the compensation and benefits programs described in this Motion are vital to preventing the loss of key Employees during the pendency of these Chapter 11 Cases and to maintaining the continuity and stability of the Debtors' operations.

I. Overview

11. The Debtors estimate that within twenty-one (21) days following the Petition Date (the "Interim Period"), Prepetition Workforce Obligations that total an aggregate amount of approximately $7,030,000 (the "Interim Amount") will become due and owing. To fulfill these imminent commitments, the Debtors request entry of (a) the Proposed Interim Order authorizing the Debtors to pay such Prepetition Workforce Obligations up to the Interim Amount and (b) the Proposed Final Order authorizing the Debtors to pay all additional Prepetition Workforce Obligations. By this Motion, the Debtors seek authorization to pay the following approximate outstanding amounts on account of various categories of their Prepetition Workforce Obligations, which are summarized in the following table and further discussed below:

Obligations	**Requested Interim Amount ($)**	**Requested Final Amount ($)**
Wages and Other Compensation	2,400,000	2,400,000
Equity Incentive Plan	-	-
Supplemental Workforce Obligations	840,000	990,000
Processing Fees	110,000	110,000
Incentive Program	-	-
Bonus Program	-	-

Obligations	**Requested Interim Amount ($)**	**Requested Final Amount ($)**
Retention Bonus Programs	-	-
Executive Profit Sharing Plan	-	-
Severance Practices	310,000	310,000
Wage Deductions & Payroll Tax Obligations	1,010,000	1,010,000
Medical Plans	1,270,000	1,570,000
Dental Plans	60,000	70,000
FSA Plans	40,000	40,000
HSA Plans	10,000	10,000
COBRA Program	60,000	60,000
Workers' Compensation Program	50,000	50,000
Paid Leave	-	-
Expense Reimbursement	400,000	400,000
401(K)	300,000	300,000
Life and AD&D Plans and Disability	70,000	70,000
Other Benefits	100,000	100,000
TOTAL	**$7,030,000**	**$7,490,000**

II. Compensation Obligations

A. Unpaid Wages and Other Compensation

12. Historically, the Debtors' gross aggregate payroll expense in the U.S. is approximately $6,680,000 per month. Corporate Employees and Field Employees are paid on a bi-weekly basis ("Payroll").

13. The Debtors pay these wages and salaries either through direct deposit or check. In the event that a payday falls on a holiday or weekend, Payroll is made the prior business day.

14. The Debtors' last prepetition bi-weekly Payroll (for the period April 13, 2025 through April 26, 2025) for Corporate Employees was funded on April 28, 2025, in the amount of approximately $2,360,000. The Debtors' next Corporate Employee, bi-weekly Payroll (for the period April 27, 2025 through May 10, 2025) will be funded on May 12, 2025, and is expected to be approximately $2,360,000.

15. The Debtors' last prepetition bi-weekly Payroll (for the period April 13, 2025 through April 26, 2025) for Field Employees was funded on April 29, 2025, in the amount of approximately $990,000. The Debtors' next Field Employee, bi-weekly Payroll (for the period April 27, 2025 through May 10, 2025) will be funded on May 13, 2025, and is expected to be approximately $990,000.

16. As of the Petition Date, the Debtors estimate they owe approximately $2,400,000 in the aggregate for accrued but unpaid wages, salaries and other compensation. The Debtors hereby request authority to pay the total amount of outstanding prepetition accrued wages, salaries, and other compensation due from the Debtors to the Employees that may exist as of the Petition Date. To the best of the Debtors' knowledge, as of the Petition Date, no Employee is owed unpaid wages in an amount exceeding the $17,150 statutory cap imposed by section 507(a)(4) of the Bankruptcy Code.

B. Equity Incentive Plan

17. In the ordinary course of business, the Debtors offer Employees and directors compensation in the form of equity to maximize performance for the benefit of the Debtors' business (the "Equity Incentive Plan"). Certain of the Debtors' Employees and directors are eligible to receive such equity compensation under the Equity Incentive Plan, which is granted in the form of restricted stock units ("RSUs"), stock options ("Options"), and performance stock units ("PSUs"). Historically, RSUs and Options vest in accordance with scheduled vesting dates and are allocated to each Employee on a case-by-case basis based on their role and seniority, as well as the market performance of the Debtors' common stock, and PSUs vest based on company performance following the close of a three-year performance period. The Debtors estimate that, as of the Petition Date, there are 2,460,000 accrued but unvested RSUs, 90,000 accrued but unvested PSUs, and 20,000 accrued but unvested Options outstanding under the Equity Incentive

Plan, of which 450,000 RSUs and 20,000 Options will be due to vest during the Interim Period. No PSUs are due to vest during the Interim Period. The Debtors do not have any cash obligations under the Equity Incentive Plan.[3] Accordingly, by this Motion the Debtors are seeking authority, but not direction, to continue the existing Equity Incentive Plan in the ordinary course of business, including with respect to the issuance and vesting of RSUs.

C. Supplemental Workforce Obligations

18. In addition to their Employees, the Debtors rely on temporary employees, independent contractors, and consultants that provide services to the Debtors' operations (collectively, the "Supplemental Workforce"), who are almost all retained through the Supplemental Workforce Agencies (as defined below). As of the Petition Date, the Debtors' Supplemental Workforce consists of approximately 200 temporary workers and independent contractors. The Supplemental Workforce includes individuals who have expertise related to the Debtors' operations and provide services in specific areas, such as technology, marketing, human resources, call center support and other administrative functions.

19. From time to time, the Debtors retain temporary employees through third parties (the "Supplemental Workforce Agencies"). The Debtors remit compensation for temporary employees to the Supplemental Workforce Agencies as part of their regular accounts payable processes, with the frequency of payment varying by Supplemental Workforce Agency. The Debtors incur expenses of approximately $840,000 per month on account of the Supplemental Workforce and remit compensation through accounts payable. As of the Petition Date, the Debtors

[3] For the avoidance of doubt, the Debtors are seeking authority to honor their obligations under the Equity Incentive Plan through the vesting of RSUs and the Options as described in this paragraph 18 and are not seeking authority to make any cash payments to any Employees on account of the Equity Incentive Plan.

estimate they owe approximately $990,000 in the aggregate for unpaid prepetition services provided by the Supplemental Workforce.

20. The Debtors believe it is necessary to pay the obligations owed to the Supplemental Workforce Agencies, for the benefit of temporary employees, so that the Supplemental Workforce Agencies will continue to assist the Debtors with their staffing needs and the temporary employees who are members of the Debtors' workforce and provide critical services will continue to work for the Debtors.

21. If these amounts go unpaid, the Supplemental Workforce may stop providing their services to the Debtors. Accordingly, the Debtors request the authority to continue to retain the Supplemental Workforce in the ordinary course of business and consistent with past practices, and to continue to pay members of the Supplemental Workforce, including with respect to outstanding prepetition amounts. No temporary employee, independent contractor, or consultant retained by the Debtors is owed unpaid wages exceeding the $17,150 statutory cap imposed by section 507(a)(4) of the Bankruptcy Code.

D. Processing Fees

22. The Debtors use Workday and Strada (together, the "Payroll Processors") to administer certain payroll functions in the U.S.: Workday calculates and processes gross-to-net payroll and generates pay statements, while Strada coordinates the payment of any Wage Deduction Obligations (as defined below) or other applicable withholdings. The ongoing services of the Payroll Processors are imperative to the smooth functioning of the Debtors' operations and payroll processing. The Debtors pay the Payroll Processors approximately $70,000 per month for their services. The Debtors estimate that, as of the Petition Date, the amount of accrued but unpaid obligations owed on account of the Payroll Processors is approximately $110,000.

E. Employee Incentive and Bonus Programs

1. Incentive Program

23. In the ordinary course of business, the Debtors maintain several incentive and bonus programs to drive performance and retention among their non-insider Employees, including an incentive compensation plan for the Debtors' sales teams (the "Incentive Program").

24. Employees working on the Debtors' sales teams earn incentive compensation based on sales performance. Employees' incentive compensation is based specifically on the sales generated by the individual Employee's book of business, assessed by total revenue and subscriber growth. Employees must meet a minimum threshold percentage of their assigned sales target before being able to collect any incentive compensation. The higher the percentage of target attainment over that threshold, the larger the payout. Incentive compensation payments are spread out across quarters. With respect to total revenue targets, the Debtors cap the first through third quarter incentive payments at 100% of the year-to-date incentive target, respectively. Fourth quarter incentive payments have uncapped potential based on Employees' achievements of their full annual incentive targets (*e.g.*, if an Employee attained 120% of his or her annual target for total revenue, he or she would receive 200% of their incentive target, with an additional 2.5% incentive for each 1% achievement above the annual target). Incentive payouts based on subscriber growth are assessed independently each quarter, but payouts are uncapped if Employees achieve in excess of 100% of their quarterly targets.

25. The Debtors estimate that, as of the Petition Date, the amount of accrued but unpaid commissions owed under the Incentive Program to non-insider Employees is $110,000, none of which will become due and owing during these Chapter 11 Cases.

2. Bonus Program[4]

26. Additionally, the Debtors have historically maintained bonus programs for Employees, including the Company's annual bonus program (the "Bonus Program"). Awards under the Bonus Program are calculated as a percentage of the Employees' salary, and are generally dependent upon the Employees' performance as well as the Debtors' global revenue and performance for the given year. All awards under the Bonus Program are paid out annually. The Debtors estimate that, as of the Petition Date, the amount of accrued but unpaid bonuses owed under the Bonus Program to non-insider Employees is $3,900,000, none of which will become due and owing during these Chapter 11 Cases. For the avoidance of doubt, the Debtors do not seek any relief with respect to the Bonus Program through this Motion and will not make any payments on account of the Bonus Program during the pendency of these Chapter 11 Cases without Court approval.

F. Retention Bonus Programs

27. In February of 2025, to retain certain Employees, the Debtors implemented a retention bonus program pursuant to which fifteen (15) Employees (the "Retention Bonus Program") have outstanding awards totaling approximately $310,000, none of which will become due and owing during these Chapter 11 Cases.

28. In February of 2025, to retain certain key employees in an increasingly competitive industry, the Debtors implemented a retention bonus program for sixteen (16) key employees (the "Key Employee Retention Bonus Program"). The Debtors believe that the Key Employee Retention Bonus Program helps to motivate, reward, and retain certain key employees.

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[4] For the avoidance of doubt, the relief sought under this Motion does not include payments to any "Insider" (as the term is defined in section 101(31) of the Bankruptcy Code). The Debtors reserve the right to seek separate authority with respect to any "insider," if necessary, and reserve all rights with respect to the "insider" status of any Employee.

29. There remain thirteen (13) employees with payments from the Key Employee Retention Bonus Program outstanding. In the aggregate, as of the Petition Date, outstanding awards under the Key Employee Retention Bonus Program total approximately $1,370,000, none of which will become due and owing during these Chapter 11 Cases.

30. On May 2, 2025, the Debtors implemented an additional retention bonus program for certain eligible Employees (the "Supplemental Retention Program"). Awards under the Supplemental Retention Program are allocated to each Employee on a case-by-case basis based on their role. In the aggregate, as of the Petition Date, outstanding awards under the Supplemental Retention Program total approximately $1,280,000, none of which will become due and owing during these Chapter 11 Cases.

31. For the avoidance of doubt, the Debtors do not seek any relief with respect to the Retention Bonus Program, the Key Employee Retention Bonus Program or the Supplemental Retention Program through this Motion and will not make any payments under the Retention Bonus Program, the Key Employee Retention Bonus Program or the Supplemental Retention Program during the pendency of these Chapter 11 Cases without prior approval of the Court.

G. Executive Profit Sharing Plan

32. In the ordinary course of business, certain of the Debtors' U.S. Employees exceeding a determined compensation level were offered participation in an executive profit sharing plan (the "Executive Profit Sharing Plan"). Under the Executive Profit Sharing Plan, the Debtors made contributions on behalf of each participant based on the participant's age and a percentage of the participant's eligible compensation. The Executive Profit Sharing Plan also had a discretionary supplemental employer contribution component that was determined annually by the Debtors. In March 2022, the Debtors discontinued the Executive Profit Sharing Plan. Although the Debtors suspended new contributions as of termination, Employee balances under

the Executive Profit Sharing Plan continue to accrue interest at the end of each fiscal month, based on an annualized interest rate of prime plus 2% subject to an annualized cap of 15%. If an Employee is terminated, any funded balance under the Executive Profit Sharing Plan, including accrued interest, of such Employee is paid out within ninety (90) days of termination.

33. The Debtors believe that, as of the Petition Date, there are $3,700,000 in accrued but unpaid obligations on account of the Executive Profit Sharing Plan, none of which will become due and owing during these Chapter 11 Cases. For the avoidance of doubt, the Debtors do not seek any relief with respect to the Executive Profit Sharing Program through this Motion and will not make any payments under the Executive Profit Sharing Program during the pendency of these Chapter 11 Cases without prior approval of the Court

H. Severance Practices

34. The Debtors maintain a non-executive key leader severance plan (the "Severance Plan") and, in the ordinary course of business, have a historical practice of paying severance to non-insider Employees that are not participants in the Severance Plan (together with the Severance Plan, the "Severance Practices"). Severance is typically allocated to eligible Employees based on such Employees' position and length of employment with the Debtors, and made in the form of pay continuance and the opportunity for continuation of benefits. Under the Severance Plan, Employees are also entitled to any earned but unpaid bonus from previous years and under certain circumstances, a pro-rated annual bonus for the year of termination. In order to receive severance benefits, all eligible Employees must sign a separation agreement and release of claims.

35. Prior to the Petition Date, the Debtors completed several reductions in force, resulting in severance obligations to terminated Employees. The Debtors continue to pay severance to former Employees that were terminated prior to the most recent reduction in force, including pursuant to a reduction in force that was completed in late 2024.

36. The Debtors believe that it is critical that they continue the Severance Practices in the ordinary course of business. In doing so, the Debtors will show their current Employees that the Company fulfills the promises that it makes to the Employees and on which the Employees have relied in contributing their time and hard work. If the Severance Practices are discontinued, Employees will become concerned about the Debtors' employment practices and may seek out new employment, which would greatly impact the Debtors' ability to achieve their chapter 11 objectives. Severance benefits are typically provided (in most cases, at the Debtors' sole discretion) in exchange for a general release of liability from the terminated Employees in favor of the Debtors. Therefore, the Debtors believe that it is important that they have the flexibility to maintain their current practice of honoring their severance program for Employee retention and morale.

37. Through this Motion, the Debtors do not seek to pay severance amounts to any "insider" (as defined in section 101(31) of the Bankruptcy Code). The Debtors only seek authority to continue honoring these severance payments to eligible terminated Employees who do not exercise strategic control or authority over the Debtors' business or company decisions made in these Chapter 11 Cases, do not make decisions with respect to the Debtors' revenue spend, do not participate in the overall management of the Debtors, are not members of the Board, were not appointed by, nor report to, the Board, and do not attend Board meetings. To the extent any Employee with a title of "Director" or "Manager" of a particular division may receive a payment under the Severance Practices, these Employees are neither responsible for creating company policy with respect to the oversight of the Debtors' strategic plan, determining the disposition of funds on strategic financing activities, nor granted any decision-making authority akin to an executive.

38. The Debtors estimate that, as of the Petition Date, the amount of accrued but unpaid severance owed under the Severance Practices to non-insider Employees is $310,000, all of which is coming due and owing during the Interim Period. Accordingly, by this Motion the Debtors are seeking authority, but not direction, to continue the existing Severance Practices with respect to non-insider Employees in the ordinary course of business; provided that, the Debtors seek authority to continue the Severance Practices as to current Employees who may be terminated postpetition solely pursuant to the Final Order.

I. Wage Deduction and Payroll Tax Obligations

39. During each applicable pay period, the Debtors routinely deduct certain amounts from the Employees' compensation as required by law, including but not limited to: federal income taxes, legally ordered deductions and other miscellaneous deductions (collectively, the "Wage Deduction Obligations"), and forward those amounts to various third-party recipients. The Debtors believe that, as of the Petition Date, there is approximately $1,010,000 in Wage Deduction Obligations outstanding, all of which is coming due and owing during the Interim Period.

40. Accordingly, the Debtors seek authority to (i) remit $1,010,000 in prepetition Wage Deduction Obligations to the various third-party recipients and (ii) continue to forward Wage Deduction Obligations to the applicable third-party recipients on a postpetition basis in the ordinary course of their business, as routinely done prior to the Petition Date.

III. Employee Benefit Obligations

41. In the ordinary course of business, the Debtors provide their eligible Employees, directly or indirectly, a number of benefits, including, but not limited to: (a) medical, dental, and vision insurance; (b) vacation days and personal hours; (c) a 401(k) retirement plan; (d) certain other miscellaneous employee benefits, including, but not limited to, life and accidental death & dismemberment insurance and short-term and long-term disability insurance; and (e) voluntary

benefits available for opt-in at the discretion of the Employees (the "Voluntary Benefits" and together with the foregoing, the "Employee Benefit Obligations"). As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Employee Benefits is approximately $2,270,000, of which $1,960,000 will become due and owing during the Interim Period.

A. Health Benefits

1. Medical, Dental, and Vision Benefits

42. The Debtors offer all eligible Employees and their dependents the option to select between medical plans and prescription drug plans (collectively, the "Medical Plans") administered through Aetna, CVS Caremark and Akute Health.[5] The Medical Plans include an HSA Medical Plan with a low deductible, an HSA Medical Plan with a high deductible and a POS Plan. The Debtors' Medical Plans are self-funded, and all eligible Employees contribute through Wage Deduction Obligations. The Debtors pay, on average, approximately $1,270,000 per month towards the Medical Plans. Total monthly costs for the Medical Plans include claims paid, administrative fees and stop-loss insurance premiums with Voya Financial (i.e. capped to the liabilities of the administered health insurance program)[6]. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Medical Plans is approximately $1,570,000, $1,270,000 of which will come due and owing during the Interim Period.

[5] Two (2) of the Debtors' Employees in Hawaii utilize Medical Plans through an HMO plan administered by Kaiser Permanente. For the avoidance of doubt, the Debtors seek authorization to continue to honor their obligations under this Medical Plan, in addition to the other Medical Plans offered to its Employees.

[6] The stop-loss insurance provided by Voya also cover the medical plans offered by non-Debtor Affiliate Weekend Health of Texas. For the avoidance of doubt, the Debtors are not seeking relief with any other wages or benefits programs with respect to Weekend Health of Texas, which pays such amounts directly in the ordinary course of business.

43. Additionally, the Debtors offer all eligible Employees the option of participating in dental plans (the "Dental Plans") administered by Delta Dental. The Debtors offer two PPO Plans with varying monthly premiums. The Debtors self-insure the Dental Plans, and all eligible Employees contribute through Wage Deduction Obligations. The Debtors pay, on average, approximately $50,000 per month towards the Dental Plans. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Dental Plan is approximately $70,000, with $60,000 coming due and owing during the Interim Period.

44. The Debtors also offer all eligible Employees the option of participating in a vision plan (the "Vision Plan") administered through EyeMed, which is entirely funded through Wage Deduction Obligations of Employees that elect to participate. The Vision Plan does not require any payments of administrative costs or fees by the Debtors.

45. The Debtors seek authorization to continue to honor their obligations under the Medical Plans, Dental Plans, and Vision Plan, including the payment of outstanding prepetition amounts, in the ordinary course of business.

2. Flexible Spending Accounts

46. In addition to offering the medical benefits described above, the Debtors offer Employees the option to enroll in certain flexible spending accounts, including a healthcare flexible spending account and a commuter transit flexible spending account (collectively, the "Flexible Spending Accounts"), which are administered by WageWorks. Participating Employees make pre-tax payroll contributions to the Flexible Spending Accounts throughout the year up to the maximum amounts permitted by the Internal Revenue Service. Employees may use the proceeds of Flexible Spending Accounts to cover the cost of eligible health care expenses incurred by such Employees and/or their dependents, depending on the Flexible Spending Account in which they are enrolled. Employees who participate in the Flexible Spending Accounts may use such

proceeds by, among other means, utilizing a designated debit card provided to participating Employees or submitting claims for reimbursement. The Debtors disburse, on average, approximately $30,000 per month on account of Flexible Spending Accounts. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Flexible Spending Accounts is approximately $40,000, all of which is coming due and owing during the Interim Period.

3. Health Savings Accounts

47. Eligible Employees enrolled in a high deductible Medical Plan may elect to participate in the Debtors' tax-advantaged health savings account (the "HSA Plan") that is administered by Fidelity Investments, under which the Debtors offer the Employees who elect to participate in either of the HSA Plans (the "HSA Plan Employees") the ability to contribute a portion of their pre-tax compensation to a health savings account to pay for qualified out-of-pocket healthcare expenses. The HSA Plan Employees designate a certain amount per month to be withheld from their payroll as a Wage Deduction Obligation. In the ordinary course of business, Employees request reimbursement for qualified out-of-pocket healthcare expenses and the Debtors remit the corresponding amounts to the third-party HSA Plan administrator. The Debtors have no ownership interest in the HSA Plans. The Debtors disburse, on average, approximately $10,000 per month on account of the HSA Plans, in the form of employee and employer contributions to the third-party HSA Plan administrator. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the HSA Plans is approximately $10,000, all of which is coming due and owing during the Interim Period.

4. COBRA Benefits Program

48. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), former Employees of the Debtors (the "COBRA Participants") may, in certain cases,

continue insurance coverage under various health benefit plans, including medical and dental plans, and life insurance following the termination of their employment with the Debtors (the "COBRA Benefits"). COBRA Participants are entitled by law to continue to receive COBRA Benefits for up to 18 months and, in certain cases, up to 36 months, following termination of employment. The COBRA Participants bear the cost of their insurance coverage subsequent to termination unless otherwise subsidized by the Debtors pursuant to the Severance Practices. The Debtors use the services of Aetna to administer the COBRA Benefits.

49. As of the Petition Date, the Debtors estimate that they owe approximately $60,000 on account of the COBRA Benefits. The Debtors request authorization, but not direction, to pay the COBRA Benefits, honor any obligations related to the COBRA Benefits that may be outstanding as of the Petition Date, and continue administering COBRA Benefits for all eligible former Employees on a postpetition basis.

B. Workers' Compensation Program

50. The Debtors maintain workers' compensation insurance for Employees in the states in which the Debtors operate at the statutorily required levels for claims arising from or related to their employment with the Debtors (collectively, the "Workers' Compensation Program," and the Debtors' obligations related thereto, the "Workers' Compensation Obligations").[7]

51. In most states, the Debtors maintain workers' compensation policies through American International Group ("AIG"). The Debtors pay any related premiums to AIG directly to AIG. Under these policies, AIG provides insurance for workers' compensation claims in excess

[7] The Workers' Compensation Program may change postpetition in the ordinary course of the Debtors' business due to changes in applicable laws and regulations and the Debtors' ability to meet requirements thereunder. By this Motion, the Debtors request authority to continue the Workers' Compensation Program postpetition, including the authority to make any changes to current policy and practice, as necessary.

of the $100,000 deductible per accident or disease, up to $1,000,000. The Debtors' obligations under certain of the workers' compensation policies are backed by the following letters of credit:

- $1,059,397 letter of credit issued by Bank of America on behalf of Debtor WW International, Inc., as applicant, with AIG as beneficiary;
- $75,000 letter of credit issued by Bank of America on behalf of Debtor WW International, Inc. as applicant, with The Travelers Indemnity Company ("Travelers") as beneficiary; and[8]
- $25,000 letter of credit issued by Bank of America on behalf of Debtor WW International, Inc. as applicant, with the state of Rhode Island as beneficiary.[9]

52. In fiscal year 2024, the Debtors paid approximately $11,000 on account of claims for and relating to workers' compensation (collectively, the "Workers' Compensation Claims"). As of the Petition Date, there are 4 current Workers' Compensation Claims open against the Debtors. The Debtors estimate that, as of the Petition Date, they do not owe any amounts in accrued but unpaid obligations on account of the current Workers' Compensation Claims.

53. Furthermore, as of the Petition Date, the Debtors estimate that they owe approximately $50,000 in outstanding premiums owed to AIG. The Debtors' workers' compensation claims are administered by Sedgwick, and the Debtors estimate that no amounts are due and owing to Sedgwick as of the Petition Date. The Debtors must continue the claims assessment, determination, adjudication, and payment process pursuant to the Workers' Compensation Program, without regard to whether such liabilities were outstanding before the

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8 Travelers is the Debtors' former insurer under the Workers' Compensation Program. The Debtors are required to maintain the letter of credit for the benefit of Travelers on account of any possible outstanding claims arising from the period in which Travelers provided applicable coverage.

9 The Debtors are required to maintain this letter of credit under the applicable labor laws of Rhode Island.

Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements during the pendency of these Chapter 11 Cases. The Debtors' inability to do so may result in adverse legal consequences that could potentially disrupt the Debtors' chapter 11 process. Accordingly, the Debtors seek authority to pay prepetition amounts owed with respect to the Workers' Compensation Obligations, and to continue the Workers' Compensation Program in the ordinary course on a postpetition basis, including posting any collateral required by the letters of credit.

C. Leave

54. The Debtors provide leave as forms of compensation that, in certain cases, are required by statute, and, in all cases, are customary and necessary ("Leave"). These policies enable the Debtors to retain qualified Employees to operate their business. Failure to provide these benefits could contravene applicable law, harm Employee morale, and encourage the premature departure of Employees. The Debtors, therefore, request authority to continue these benefit programs in the ordinary course of business during these Chapter 11 Cases.

55. The Debtors maintain an accrued Leave liability for Employees residing in certain states, as required by applicable state law (the "Accrued Leave Liability"). The Debtors' current Accrued Leave Liability is approximately $6,800,000 and will be paid, in accordance with state law, to Employees in the event of voluntary or involuntary termination. As of the Petition Date, there is no anticipated termination event scheduled that may trigger a payout of Accrued Leave Liability, but the Debtors include this description out of an abundance of caution and seek authority to pay such amounts if any become due.

1. Personal Hours

56. Eligible Employees accrue additional time off for personal hours, which can be used in various volunteering efforts supported by the Debtors ("Personal Hours"). Eligible

Employees may accrue a maximum of forty (40) hours of Personal Hours each year. The amount of Personal Hours that eligible Employees receive depend on their date of hire – the earlier in the year, the more Personal Hours the employee has for that calendar year.

2. Vacation

57. Debtors offer eligible Employees paid vacation days throughout the year (the "Vacation Days"). Employees begin with fifteen (15) holidays and between fifteen (15) and twenty-five (25) vacation days when they are first hired, depending on their position level. The more years an Employee has worked, the more Vacation Days the Employee will receive. Vacation Days do not carry over to the next calendar year, with the exception of Employees in California, who may carry over Vacation Days subject to a cap of 1.5 times their annual Vacation Day allotment.

D. Expense Reimbursement

58. The Debtors, in the ordinary course of business, reimburse Employees for a variety of ordinary, necessary, and reasonable business-related expenses that the Employees incur on behalf of the Debtors in the scope of their employment (the "Reimbursable Expenses"). Reimbursable Expenses also cover expenses related to business travel, including lodging, mileage, transportation, and meals for Employees. Generally, all claimed business travel expenses are booked through the Debtors' corporate travel program administrators, Ramp and Navan. Ramp and Navan also administers a review and approval process for the Debtors' corporate credit cards and out-of-pocket expense reimbursement reports. Employees are expected to use sound judgment when incurring such expenses, and the Debtors reserve executive approval to accept or deny repayment of any requested Reimbursable Expenses. The Debtors pay, on average, approximately $400,000 per month for Reimbursable Expenses. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Reimbursable Expenses is approximately

$400,000, all of which is coming due and owing during the Interim Period. The Debtors seek authorization to continue to honor their obligations for the Reimbursable Expenses in the ordinary course of business.[10]

E. Additional Employee Benefits

1. 401(k) Plan

59. The Debtors offer a 401(k) plan for the benefit of their eligible Employees (the "401(k) Plan"), which is administered through Fidelity Investments. The 401(k) Plan permits eligible Full-Time Employees to defer a portion of their wages into the 401(k) Plan.

60. Employees enrolled in the 401(k) Plan can contribute up to the maximum amount permitted under federal law. On behalf of Employees enrolled in the 401(k) Plan, subsequent to each pay period, the Debtors remit approximately $480,000 for contributions to Employees' 401(k) Plans. Additionally, in their sole discretion, the Debtors may match up to 50% of Employees' elective deferrals up to 6% of an eligible Employee's contributions into the 401(k) Plan.

61. The Debtors pay, on average, approximately $960,000 per month for the 401(k) Plans. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the 401(k) Plans is approximately $300,000, all of which is coming due and owing during the Interim Period.

[10] The Debtors also operate the Debtors' corporate card program, under which the Debtors provide credit cards to certain Employees to make business-related purchases on the Debtors' behalf. The Debtors are seeking relief to pay any amounts due on account of, and to continue in the ordinary course of business, their corporate card program in the *Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to (A) Continue and Maintain Their Cash Management System, Including Bank Accounts and Business Forms, (B) Continue Intercompany Transactions, and (C) Honor Certain Prepetition Obligations Related Thereto, (II) Waiving Certain Operating Guidelines, (III) Extending the Time to Comply with Section 345(B) of the Bankruptcy Code, and (IV) Granting Related Relief*, filed substantially contemporaneously herewith.

2. Life and AD&D Insurance and Disability Benefits

62. The Debtors offer to all eligible Employees basic life and accidental death and dismemberment insurance ("Life and AD&D Insurance") as well as long-term and short-term disability insurance ("Disability Benefits") through Sun Life Financial. The Life and AD&D Insurance and the Disability Benefits are funded by the Debtors up to $3,000,000, and Employees have the option to pay for higher levels of coverage.

63. The Debtors pay, on average, approximately $70,000 per month for Life and AD&D Insurance and Disability Benefits. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to Life and AD&D Insurance and Disability Benefits is approximately $70,000, all of which is coming due and owing during the Interim Period.

3. Voluntary Benefits

64. The Debtors offer certain voluntary benefits to eligible Employees, including (i) supplemental, spousal and child life insurance, (ii) legal insurance, and (iii) certain other miscellaneous benefits (the "Voluntary Benefits").

65. The Voluntary Benefits are available at the election of eligible Employees, and do not require any payments of administrative costs or fees by the Debtors. The Debtors seek authorization, but not direction, to continue to offer the Voluntary Benefits to eligible Employees.

4. Other Benefits

66. The Debtors offer other types of Employee Benefits, including, among others, a reproductive assistance program administered through Maven, infertility treatment or fertility preservation and adoption and surrogacy benefits, complimentary wellbeing memberships in the Debtors' Behavior Change Programs and WeightWatchers Clinic, monthly cell phone allowance, and an education assistance program (the "Other Benefits"). The Debtors pay, on average, approximately $100,000 per month to third-party administrators and employee reimbursements

for these Other Benefits. As of the Petition Date, the total accrued but unpaid obligations owed by the Debtors relating to the Other Benefits is approximately $100,000, all of which is coming due and owing during the Interim Period.

BASIS FOR RELIEF

I. Payment of the Prepetition Workforce Obligations Is a Sound Exercise of the Debtors' Business Judgment and Is Appropriate Under Sections 105(a) and 363 of the Bankruptcy Code.

67. Section 363 of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363(b) of the Bankruptcy Code, courts require only that the debtor "show that a sound business purpose justifies such actions." Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp. (In re Montgomery Ward Holding Corp.), 242 B.R. 147, 153 (D. Del. 1999); see also In re Phx. Steel Corp., 82 B.R. 334, 335–36 (Bankr. D. Del. 1987); see also, e.g., In re Adelphia Commc'ns Corp., No. 02-41729 (REG), 2003 WL 22316543, at *31 (Bankr. S.D.N.Y. Mar. 4, 2003); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1071 (2d Cir. 1983). Moreover, "[w]here the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct." Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986); In re Glob. Home Prods., LLC, 369 B.R. 778, 783-84 (Bankr. D. Del. 2007); In re Dana Corp., 358 B.R. 567, 584 (Bankr. S.D.N.Y. 2006).

68. In addition to being justified under section 363(b)(1) of the Bankruptcy Code, payment of the Prepetition Workforce Obligations is warranted under the doctrine of necessity. Section 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of the

bankruptcy court, empowers the bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a) and the "doctrine of necessity," the Court may exercise its broad grant of equitable powers to permit the payment of prepetition workforce obligations when such payment is essential to the continued operation of the debtor's business. See, e.g., In re Just for Feet, Inc., 242 B.R. 821, 824–25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for the payment of prepetition claims under the doctrine of necessity and noting that "[t]he Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of pre-petition claims when such payment is necessary for the debtor's survival during chapter 11"); In re Columbia Gas Sys., Inc., 171 B.R. 189, 191–92 (Bankr. D. Del. 1994) (confirming that the doctrine of necessity is the standard in the Third Circuit for enabling a court to authorize the payment of prepetition claims prior to the confirmation of a reorganization plan).

69. The United States Court of Appeals for the Third Circuit recognized the "necessity of payment" doctrine in In re Lehigh & New England Railway Co., 657 F.2d 570, 581 (3d Cir. 1981). The Third Circuit held that a court could authorize the payment of prepetition claims if such payment was essential to the continued operation of the debtor. Id. (stating that a court may authorize payment of prepetition claims when there "is the possibility that the creditor will employ an immediate economic sanction, failing such payment"); see also Official Comm. of Unsecured Creditors of Motor Coach Indus. Int'l, Inc. v. Motor Coach Indus. Int'l, Inc. (In re Motor Coach Indus. Int'l, Inc.), No. 08-12136 (BLS), 2009 WL 330993, at *3 (D. Del. Feb. 10, 2009) (denying stay pending appeal on grounds that doctrine of necessity had not been brought into serious question by courts in Third Circuit).

70. The necessity of payment doctrine is designed to foster a debtor's rehabilitation, which courts have recognized is "the paramount policy of Chapter 11." In re Ionosphere Clubs, Inc., 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); see also Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.), 80 B.R. 279, 287 (S.D.N.Y. 1987) (authorizing payment of prepetition workers' compensation claims on grounds that the fundamental purpose of reorganization and equity powers of bankruptcy courts "is to create a flexible mechanism that will permit the greatest likelihood of survival of the debtor and payment of creditors in full or at least proportionately"); In re Just for Feet, 242 B.R. at 826 (finding that payment of prepetition claims to certain trade vendors was "essential to the survival of the debtor during the chapter 11 reorganization"); In re Quality Interiors, Inc., 127 B.R. 391, 396 (Bankr. N.D. Ohio 1991) ("A general practice has developed . . . where bankruptcy courts permit the payment of certain pre-petition claims, pursuant to 11 U.S.C. § 105, where the debtor will be unable to reorganize without such payment."); In re Eagle-Picher Indus., Inc., 124 B.R. 1021, 1023 (Bankr. S.D. Ohio 1991) (approving payment of prepetition unsecured claims of tool makers as "necessary to avert a serious threat to the Chapter 11 process"). Moreover, Bankruptcy Rule 6003 itself implies that the payment of prepetition workforce obligations may be permissible within the first twenty-one (21) days of a case where doing so is "necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003.

71. It is a sound exercise of the Debtors' business judgment to pay the Prepetition Workforce Obligations because doing so will help the Debtors avoid potentially value-destructive interruption to their business operations during these Chapter 11 Cases. For the reasons discussed herein, payment of the Prepetition Workforce Obligations enhances value for the benefit of all interested parties. The Debtors' ability to continue operations and maximize value depends, in

large part, on the retention, motivation, and productivity of their workforce, whose efforts will be critical to the success of these Chapter 11 Cases. The Debtors believe that most of the Debtors' Employees rely exclusively on the Prepetition Workforce Obligations to satisfy their daily living expenses. If amounts owed are not received or benefits are delayed, the workforce may be exposed to significant financial hardship, in some cases, the Debtors believe that Employees will be unable to meet their basic needs, which may make continuing to work for the Debtors impossible. If the Debtors are unable to satisfy their various compensation and benefits obligations, the workforce will suffer at a time when their support is critical to the Debtors. Therefore, to provide certainty to the Debtors' Employees, maintain morale and productivity, limit attrition and turnover, and minimize any adverse effect of the commencement of these Chapter 11 Cases, it is necessary to continue providing ordinary course compensation and benefits to such Employees.

72. Moreover, for the avoidance of doubt, no Employee will receive payment under this Motion in excess of the statutory cap of $17,150 on account of any existing Prepetition Workforce Obligations outstanding as of the Petition Date, unless such amounts above the statutory cap are a result of a cash payment Leave that is required to be made under applicable state law. Accordingly, the Debtors respectfully request that the Court authorize the Debtors to pay and continue the Prepetition Workforce Obligations in the ordinary course of business and consistent with past practice.

II. Payment of Certain of the Prepetition Workforce Obligations Is Required as Priority Claims.

73. The Debtors believe that the majority of the Prepetition Workforce Obligations constitute priority claims under sections 507(a)(4), (a)(5), and (a)(8) of the Bankruptcy Code, which must be satisfied before any general unsecured claims against the Debtors' estates. See 11 U.S.C. §§ 507(a)(4), 507(a)(5), 507(a)(8), 726. Specifically, under section 507(a)(4)(A) of the

Bankruptcy Code, claims of employees for "wages, salaries, or commissions, including vacation, severance, and sick leave pay" earned within 180 days before the Petition Date are afforded priority unsecured status up to $17,150 per individual. See 11 U.S.C. § 507(a)(4)(A).

74. Similarly, under section 507(a)(5) of the Bankruptcy Code, employees' claims for contributions to certain employee benefit plans are also afforded priority unsecured status up to $17,150 per employee covered by such plan, less any amount paid under section 507(a)(4). See 11 U.S.C. § 507(a)(5)(A). The same holds true for the payment of payroll taxes, as the relevant taxing authorities generally would hold priority claims under section 507(a)(8) of the Bankruptcy Code for such obligations and their payment will not prejudice other creditors of the Debtors. See 11 U.S.C. § 507(a)(8).

75. The Debtors believe that no Employee is owed prepetition accrued and unpaid wages in excess of the cap and no amounts are accrued and owing under any benefits plan in excess of the cap. Thus, the Prepetition Workforce Obligations are priority claims that, in any event, must be paid in full under the Bankruptcy Code. As a result, payment of such Prepetition Workforce Obligations merely expedites the treatment afforded to such claims and is consistent with the priority scheme set forth in the Bankruptcy Code. Accordingly, the Debtors request entry of the Proposed Interim Order authorizing the Debtors to pay the Prepetition Workforce Obligations in an aggregate amount not to exceed the Interim Amount subject to the $17,150 per Employee cap (unless such amounts above the statutory cap are a result of a cash payment for Leave that is required to be made under applicable state law), followed by the final hearing on this Motion authorizing the Debtors to continue paying such obligations in the ordinary course throughout these Chapter 11 Cases.

III. Funds Related to the Payroll Taxes and Wage Deduction Obligations May Be Held in Trust and Are Not Property of the Estates.

76. Payroll Taxes withheld from an Employee's wages and any other Wage Deduction Obligations are collected or withheld by the Debtors and may be held in trust for the benefit of the applicable taxing authority. As a result, Payroll Taxes and other Wage Deduction Obligations are not property of the Debtors' estates under section 541 of the Bankruptcy Code and those funds, therefore, are not available for the satisfaction of creditors' claims. See, e.g., Begier v. I.R.S., 496 U.S. 53 (1990) (withheld taxes are property held by the debtor in trust for another and, as such, not property of the debtor's estate); City of Farrell v. Sharon Steel Corp., 41 F.3d 92, 95 (3d Cir. 1994) (withheld taxes were subject to a trust); see generally Official Comm. of Unsecured Creditors of Columbia Gas Transmission Corp. v. Columbia Gas Sys. Inc.(In re Columbia Gas Sys. Inc.), 997 F.2d 1039, 1060 (3d Cir. 1993) (indicating that even if a statute does not establish an express trust, a constructive trust may be found). Instead, the Debtors may be obligated to remit these funds to the applicable taxing authority.

77. Many federal, state, and local statutes also impose personal liability on officers and directors of companies for the failure to remit certain Payroll Taxes and other Wage Deduction Obligations. To the extent that the relevant Payroll Taxes and other Wage Deduction Obligations remain unpaid by the Debtors, the Debtors' directors, officers, and executives may be subject to lawsuits or criminal prosecution during the pendency of these Chapter 11 Cases. Any such lawsuit or criminal prosecution (and the ensuing potential liability) would distract the Debtors and their directors, officers, and executives from devoting their full attention to the Debtors' businesses and the orderly administration of these Chapter 11 Cases. The Debtors believe that these distractions would materially undermine their ability to operate in the ordinary course of business and to administer these Chapter 11 Cases, with resulting detriment to any parties-in-interest.

78. For these reasons, the Debtors submit that the relief requested in this Motion is essential, appropriate, and in the best interests of their estates, creditors, and any parties-in-interest, and, therefore, should be granted.

IV. Processing of Checks and Electronic Fund Transfers Should Be Authorized.

79. The Debtors further request that the Court authorize and direct their banks and all other financial institutions to receive, process, honor, and pay any and all checks drawn or electronic funds relating to the Prepetition Workforce Obligations, whether such checks were presented before or after the Petition Date; provided that sufficient funds are on deposit in the applicable bank accounts to cover such payments. The Debtors have sufficient funds to pay any amounts described in this Motion in the ordinary course of business by virtue of consensual use of cash collateral. In addition, under the Debtors' existing cash management system, the Debtors can readily identify checks or wire transfer requests as relating to an authorized payment to be made hereunder. For that reason, the Debtors believe that checks or wire transfer requests, other than those relating to authorized payments, will not be honored inadvertently. The Debtors also seek authority to issue new postpetition checks or effect new electronic fund transfers on account of the Prepetition Workforce Obligations to replace any prepetition checks or electronic fund transfer requests that may be dishonored or rejected as a result of the commencement of these Chapter 11 Cases.

SATISFACTION OF BANKRUPTCY RULE 6003

80. Pursuant to Bankruptcy Rule 6003, the Court may grant relief within twenty-one (21) days after the filing of the petition regarding a motion to "use, sell, lease, or otherwise incur an obligation regarding property of the estate" only if such relief is necessary to avoid immediate and irreparable harm. Fed. R. Bankr. P. 6003(b). Immediate and irreparable harm exists where the absence of relief would impair a debtor's ability to reorganize or threaten the

debtor's future as a going concern. See In re Ames Dep't Stores, Inc., 115 B.R. 34, 36 n.2 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

81. As described herein and in the First Day Declaration, the Debtors will suffer immediate and irreparable harm without authorization of the relief requested herein. Accordingly, Bankruptcy Rule 6003 has been satisfied and the relief requested herein should be granted.

WAIVER OF BANKRUPTCY RULE 6004(H)

82. The Debtors also request that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtors seek in this Motion is necessary for the Debtors to operate their business without interruption and to preserve value for their estates. Accordingly, the Debtors respectfully request that the Court waive the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

83. Nothing contained herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against any of the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) an impairment or waiver of any Debtor's or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any particular claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion, or any order granting the relief requested by the Motion; (f) an

implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code of any other applicable law; or (h) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (i) a waiver of the obligation of any party in interest to file a proof of claim; or (j) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

NOTICE

84. Notice of this Motion has been or will be provided to: (i) the Office of the United States Trustee; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) the United States Securities and Exchange Commission; (v) counsel to the Ad Hoc Group; (vi) counsel to the First Lien Credit Agreement Agent; (vii) those creditors holding the thirty (30) largest unsecured claims against the Debtors' estates (on a consolidated basis); and (viii) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors will serve copies of this Motion and an order entered in respect of this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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CONCLUSION

WHEREFORE, the Debtors request that the Court enter the Proposed Orders, granting the relief requested herein and such other and further relief as is just and proper.

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Dated: May 6, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Shella Borovinskaya

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[11]	Case No. 25-[__] ()
Debtors.	(Jointly Administered)
	Ref. Docket No.

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY CERTAIN PREPETITION EMPLOYMENT OBLIGATIONS AND (B) MAINTAIN EMPLOYEE BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[12] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an interim order (this "Interim Order"), pursuant to sections 105(a), 363(b), 507(a), and 541 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1, (i) authorizing the Debtors, in their discretion, to (a) pay all Prepetition Workforce Obligations and (b) honor and continue the Debtors' prepetition programs, policies, and practices as described in the Motion in the ordinary course of business; and (ii) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of

[11] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

[12] Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on an interim basis as set forth herein.

2. **A final hearing on the relief sought in the Motion shall be conducted on [________________], 2025 at [______] (ET) (the "Final Hearing").** Any party-in-interest objecting to the relief sought at the Final Hearing or in the Final Order shall file and serve a written objection, which objection shall be served upon (i) WW International, Inc., 675 Avenue of the Americas, 6th Floor, New York, New York 10010, Attn: Jacqueline Cooke, Esq. (jacquie.cooke@ww.com); (ii) proposed co-counsel to the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Ave, New York, New York 10017, Attn: Elisha D. Graff, Esq. (egraff@stblaw.com), Moshe A. Fink, Esq. (moshe.fink@stblaw.com), Rachael L. Foust, Esq. (rachael.foust@stblaw.com), and Zachary J. Weiner, Esq. (zachary.weiner@stblaw.com); and (b) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton, Esq. (emorton@ycst.com), Sean M. Beach, Esq. (sbeach@ycst.com), Shella Borovinskaya, Esq. (sborovinskaya@ycst.com), and Carol E. Thompson, Esq. (cthompson@ycst.com); (iii) counsel to any official committee appointed in these Chapter 11 Cases; (iv) counsel to the Ad Hoc Group, (a) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, New York 10166, Attn: Scott J. Greenberg, Esq. (sgreenberg@gibsondunn.com), Matthew J. Williams, Esq. (mjwilliams@gibsondunn.com), Jason Z. Goldstein, Esq. (jgoldstein@gibsondunn.com), and Tommy Scheffer, Esq.

(tscheffer@gibsondunn.com); and (b) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn.: Laura Davis Jones (ljones@pszjlaw.com) Timothy P. Cairns (Tcairns@pszjlaw.com); and (v) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin Hackman, Esq. (benjamin.a.hackman@usdoj.gov), in each case no later than [________________], 2025 at 4:00 p.m. (ET).

3. The Debtors, subject to the limitations contained in this Interim Order, are authorized, but not directed, to (i) pay or otherwise honor all Prepetition Workforce Obligations (as set forth in the Motion) not to exceed $7,030,000 on an interim basis; (ii) pay postpetition Compensation Obligations and Employee Benefit Obligations and honor and continue their programs, policies, obligations, and practices described in the Motion that were in effect as of the Petition Date, in the ordinary course of business, and in the same manner and on the same basis as the Debtors honored and continued such programs, policies, and practices before the Petition Date; and (iii) withhold and remit all federal, state, and local taxes relating to the Compensation Obligations and Employee Benefit Obligations as required by applicable law; provided that in no event shall the Debtors pay any Prepetition Workforce Obligations before such amounts are due and payable, and this Interim Order shall not be deemed to allow the Debtors to accelerate any payment of any amounts of Prepetition Workforce Obligations that may be due and owing by the Debtors. For the avoidance of doubt, the Debtors are not authorized to pay any prepetition Employee severance obligations to any insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtors without further order of this Court and the consent of the Required Consenting Creditors. At the final hearing on the Motion, the Court shall address that portion of the Motion in which the Debtors seek authority but not direction to continue the Severance

Practices as to current employees who may be terminated postpetition; provided that any severance payment to any insider (as defined in section 101(31) of the Bankruptcy Code) on account of the Severance Practices shall be subject to the consent of the Required Consenting Creditors. For the avoidance of doubt, nothing in this Interim Order should be construed as authorizing the Debtors to and the Debtors are not authorized to: (i) pay any amounts to insiders (as defined in section 101(31) of the Bankruptcy Code) on account of any bonus or incentive programs; (ii) pay any prepetition amounts on account of the Equity Incentive Plan, Incentive Program, Bonus Program, Retention Bonus Programs, and the Executive Profit Sharing Plan; or (iii) make any payment that are outside the ordinary course of business and not consistent with past practice without prior Court approval and the consent of the Required Consenting Creditors.

4. Notwithstanding any other provision of this Interim Order and absent further order of the Court, (i) no payments or transfers to, or on behalf of, Employees or Supplemental Workforce on account of all Prepetition Workforce Obligations or any other obligations in the interim period shall exceed the amounts set forth in sections 507(a)(4) and (a)(5) of the Bankruptcy Code and capped at the amount afforded priority by those statutory subsections; provided, however, that the Debtors are authorized to pay amounts owed for Leave upon termination/resignation of an employee in excess of the caps provided by section 507(a)(4) or (a)(5) of the Bankruptcy Code if applicable state law requires such payment.

5. The Debtors are authorized, but not directed, to reissue payment for the Prepetition Workforce Obligations and to replace any inadvertently dishonored or rejected payments. Further, the Debtors are authorized, but not directed, to reimburse any expenses that Employees may incur as a result of any bank's failure to honor a prepetition check.

6. The Debtors' banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay Prepetition Workforce Obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date; provided that sufficient funds are available in the applicable bank accounts to make such payments. The Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Interim Order, and any such bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Interim Order.

7. The Debtors are authorized, but not directed, to continue their workers' compensation programs and to pay or set off any outstanding prepetition claims, taxes, charges, assessments, premiums, and third-party administrator fees arising under the Workers' Compensation Programs, including posting any required collateral pursuant to letters of credit issued in connection with the Workers' Compensation Programs.

8. Nothing in the Motion or this Interim Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any particular claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Interim Order; (f) an implication, admission, or finding

as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (h) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (i) a waiver of the obligation of any party in interest to file a proof of claim; or (j) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease

9. The Debtors are authorized, but not directed, to take any and all actions necessary to effectuate the relief granted herein.

10. Nothing in this Interim Order shall be construed as approving any transfer pursuant to section 503(c) of the Bankruptcy Code. No payment to any employee may be made pursuant to this Interim order to the extent such payment is a transfer in derogation of section 503(c) of the Bankruptcy Code. For the avoidance of doubt, this Interim Order does not implicitly or explicitly approve or authorize any payment of on account of or in satisfaction of any severance plan, bonus plan, incentive plan, or other plan to the extent subject to section 503(c) of the Bankruptcy Code.

11. Nothing in the Motion or this Interim Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

12. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash

Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

13. The requirements of Bankruptcy Rule 6003(b) have been satisfied because the relief set forth in this Interim Order is necessary to avoid immediate and irreparable harm.

14. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order shall be effective and enforceable immediately upon its entry.

15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

Exhibit B

Proposed Final Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: WW INTERNATIONAL, INC., *et al.*,[13] Debtors.	Chapter 11 Case No. 25-[__] () (Jointly Administered) **Ref. Docket Nos. ___ & ___**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) PAY CERTAIN PREPETITION EMPLOYMENT OBLIGATIONS AND (B) MAINTAIN EMPLOYEE BENEFITS PROGRAMS AND (II) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")[14] of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of a final order (this "Final Order"), pursuant to sections 105(a), 363(b), 507(a), and 541 of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1, (i) authorizing the Debtors, in their discretion, to (a) pay all Prepetition Workforce Obligations and (b) honor and continue the Debtors' prepetition programs, policies, and practices as described in the Motion in the ordinary course of business; and (ii) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of the Motion having been given; and having determined that no other or further notice of the Motion is required; and having determined that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of

[13] The Debtors in these Chapter 11 Cases, along with the last four digits of their federal tax identification numbers, to the extent applicable, are WW International, Inc. (0273), WW North America Holdings, LLC (6141), WW Canada Holdco, Inc. (5680), WW.com, LLC (4196), W Holdco, Inc. (4087), WW Health Solutions, Inc. (3859), Weekend Health, Inc. (6812), and WW NewCo, Inc. (N/A). The Debtors' headquarters is located at 675 Avenue of the Americas, 6th Floor, New York, NY 10010.

[14] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion.

February 29, 2012; and having determined that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and having determined that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. The Motion is GRANTED on a final basis as set forth herein.

2. The Debtors, subject to the limitations contained in this Final Order, are authorized, but not directed to (i) pay or otherwise honor all Prepetition Workforce Obligations (as set forth in the Motion) in an amount not to exceed $7,490,000 on a final basis; (ii) pay postpetition Compensation Obligations and Employee Benefit Obligations and honor and continue their programs, policies, obligations, and practices described in the Motion that were in effect as of the Petition Date, in the ordinary course of business, and in the same manner and on the same basis as the Debtors honored and continued such programs, policies, and practices before the Petition Date; and (iii) withhold and remit all federal, state, and local taxes relating to the Compensation Obligations and Employee Benefit Obligations as required by applicable law; provided that in no event shall the Debtors pay any Prepetition Workforce Obligations before such amounts are due and payable, and this Final Order shall not be deemed to allow the Debtors to accelerate any payment of any amounts of Prepetition Workforce Obligations that may be due and owing by the Debtors. For the avoidance of doubt, the Debtors are not authorized to pay any prepetition Employee severance obligations to any insider (as defined in section 101(31) of the Bankruptcy Code) of the Debtor without further order of this Court.

3. Subject to paragraph 4 of this Final Order, the Debtors are authorized but not directed to continue the Severance Practices as to current employees who may be terminated postpetition.

4. Notwithstanding any other provision of this Final Order and absent further order of the Court, (i) no payments or transfers to, or on behalf of, Employees or Supplemental Workforce on account of Prepetition Workforce Obligations or any other obligations shall exceed the amounts set forth in sections 507(a)(4) and (a)(5) of the Bankruptcy Code and capped at the amount afforded priority by those statutory subsections; provided, however, that the Debtors are authorized to pay amounts owed for Leave upon termination/resignation of an employee in excess of the caps provided by sections 507(a)(4) or (a)(5) of the Bankruptcy Code if applicable state law requires such payment.

5. The Debtors are authorized, but not directed, to reissue payment for the Prepetition Workforce Obligations and to replace any inadvertently dishonored or rejected payments. Further, the Debtors are authorized, but not directed, to reimburse any expenses that Employees may incur as a result of any bank's failure to honor a prepetition check.

6. The Debtors' banks are authorized, when requested by the Debtors, in the Debtors' discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay Prepetition Workforce Obligations authorized to be paid hereunder, whether such checks or other requests were submitted prior to, or after, the Petition Date; provided that sufficient funds are available in the applicable bank accounts to make such payments. The Debtors' banks may rely on the representations of the Debtors with respect to whether any check or other transfer drawn or issued by the Debtors prior to the Petition Date should be honored pursuant to this Final

Order, and any such bank shall not have any liability to any party for relying on such representations by the Debtors, as provided for in this Final Order.

7. The Debtors are authorized, but not directed, to continue their workers' compensation programs and to pay or set off any outstanding prepetition claims, taxes, charges, assessments, premiums, and third-party administrator fees arising under the Workers' Compensation Programs, including posting any required collateral pursuant to letters of credit issued in connection with the Workers' Compensation Programs.

8. Nothing in the Motion or this Final Order or the relief granted herein (including any actions taken or payments made by the Debtors) is to be construed as (a) an implication or admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's right to dispute any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any particular claim; (d) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Final Order; (f) an implication, admission, or finding as to the validity, enforceability, or perfection of any lien on, interest in, or other encumbrance on the property of any Debtor or its estate; (g) an impairment or waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law; (h) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (i) a waiver of the obligation of any party in interest to file a proof of claim; or (j) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

9. The Debtors are authorized, but not directed, to take any and all actions necessary to effectuate the relief granted herein.

10. Nothing in this Final Order shall be construed as approving any transfer pursuant to section 503(c) of the Bankruptcy Code. No payment to any employee may be made pursuant to this Interim order to the extent such payment is a transfer in derogation of section 503(c) of the Bankruptcy Code. For the avoidance of doubt, this Interim Order does not implicitly or explicitly approve or authorize any payment of on account of or in satisfaction of any severance plan, bonus plan, incentive plan, or other plan to the extent subject to section 503(c) of the Bankruptcy Code.

11. Nothing in the Motion or this Final Order waives or modifies the requirements of the Restructuring Support Agreement, including, without limitation, the consent and consultation rights contained therein.

13. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of such cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "Cash Collateral Order"). To the extent there is any inconsistency between the terms of a Cash Collateral Order and any action taken or proposed to be taken hereunder, the terms of the Cash Collateral Order shall control.

14. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Final Order shall be effective and enforceable immediately upon its entry.

15. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.