IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[__] ( )
Debtors.	(Joint Administration Requested)

DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTORS TO MAINTAIN AND ADMINISTER THEIR EXISTING MEMBER PROGRAMS AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (II) AUTHORIZING THE BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND (III) GRANTING RELATED RELIEF

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") hereby file this motion (this "Motion") for 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 the Debtors to maintain, administer, and/or modify their member programs in the ordinary course as described in this Motion and honor certain prepetition obligations related thereto, (ii) authorizing the Debtors' banks and other financial institutions (collectively, the "Banks") to honor and process check and electronic transfer requests related to the foregoing, and (iii) 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'*

[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.

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:

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 within the meaning of 28 U.S.C. § 157(b)(2), and the Debtors confirm their consent pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") 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 consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a) and 363(b) 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

3. On the date hereof (the "Petition Date"), the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are authorized

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

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.

4. 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.

5. 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.

6. Prior to the filing of these Chapter 11 Cases, the Debtors entered into a restructuring agreement, dated as of May 6, 2025 (as amended, restated, supplemented, or otherwise modified in accordance with its terms, the Restructuring Support Agreement) with holders of more than 71% in the aggregate principal amount of the First Lien Credit Agreement Claims and with holders of 74% in the aggregate principal amount of the Senior Secured Notes Claims (each as defined in the Restructuring Support Agreement and such creditors, the "Consenting Creditors"). The Chapter 11 Cases are "prepackaged" cases commenced for the purpose of implementing restructuring transactions agreed upon in the Restructuring Support Agreement. A prepackaged chapter 11 plan of reorganization reflecting the terms of the Restructuring Support Agreement (as may be amended, modified or supplemented, the "Plan") was filed contemporaneously herewith, along with (a) a corresponding disclosure statement (as may be amended, modified or supplemented, the "Disclosure Statement") and (b) a motion seeking, among other things, (i) conditional approval of the Disclosure Statement, (ii) approval of the solicitation and notice procedures, and (iii) to schedule a combined hearing to consider approval of the Disclosure Statement on a final basis and confirmation of the Plan. Prior to the filing of these Chapter 11 Cases, the Debtors commenced a solicitation of votes on the Plan. Votes with respect to the Plan

are due on June 6, 2025. Importantly, to avoid disruption to the normal operations of the Debtors' business, the Plan contemplates that all Allowed General Unsecured Claims (as defined in the Plan) will be unimpaired with respect to their legal, equitable, and contractual rights. Therefore, the relief requested herein seeks to alter only the timing, not the amount or priority, of the payments requested in this Motion.

RELIEF REQUESTED

7. By this Motion, the Debtors seek entry of the Proposed Orders: (i) authorizing the Debtors to maintain and administer their member-related programs as described in this Motion and honor certain prepetition obligations related thereto in the ordinary course of business and consistent with past practice, (ii) authorizing the Banks to honor and process check and electronic transfer requests related to the foregoing, and (iii) granting related relief. A description of each of the Member Programs (as defined below) is set forth below.

MEMBER PROGRAMS

I. THE DEBTORS' SERVICES, PRODUCTS, AND MEMBER BASE

8. The Debtors and their non-Debtor affiliates (together, the "Company") are the global leader in science-backed weight management. The Company's efforts to combine behavior change programs grounded in decades of proven scientific research with cutting-edge clinical offerings to help members achieve lasting weight loss and management have allowed it to develop a significant, loyal member base in an extremely competitive industry. The Company's success is dependent upon its relationships with an expansive member base, including approximately 2.1 million subscribers to the Debtors' various programs, ranging from individuals to large businesses (collectively, the "Members"). As the Company operates in a competitive market with increasing pressure and quickly evolving technology, it is imperative the Company has positive member

relationships and maintain a reputation for reliability to ensure that the Members continue to subscribe to, use, and promote the Debtors' programs.

9. The Company generates revenue primarily through member subscriptions. The Company offers three subscriptions levels: (i) Digital, (ii) Workshops + Digital and (iii) Clinical (in the U.S. only). First, the base, or "Digital," subscription level gives members access to the Behavior Change Programs, including the Points® Program, the Diabetes Program, and the GLP-1 Program, along with the other features available on the WW App (but access to telehealth services and prescriptions for those clinically eligible is only available through WeightWatchers Clinic). Second, the "Workshops + Digital" subscription level gives members access to everything in the Digital level as well as access to over 20,000 virtual and in-person workshops. Third, in the United States, a subscription to the Clinical level through WeightWatchers Clinic gives members who medically qualify access to clinicians who can prescribe weight management medications when clinically appropriate. Although subscriptions are paid monthly, members can pay for certain add-on services regardless of their subscription level. For example, certain registered dietitian visits are available to all U.S. members for an additional fee, and for many of the Company's members, such visits are fully covered by insurance.

10. Despite the revenues generated from member subscriptions and the Company's significant expansion since its inception in 1961, the Debtors' business has faced intensifying challenges in recent years. Specifically, the Debtors have faced difficulties in recent years as new competitors and innovations rapidly expanded the weight management market and escalated competition. These include other paid weight loss programs, on-demand fitness and wearables technology, branded telehealth and medications (including GLP-1s), and DIY and free programs,

including free calorie counting and fitness tracking apps. Amidst this increasingly competitive landscape, the Debtors' marketing spend has been critical to keeping up with the competition.

11. In response to this competitive environment, prior to the Petition Date and in the ordinary course of business, the Debtors implemented certain pricing, incentives, discounts, and other accommodations to acquire and maintain their Member relationships (collectively, the "Member Programs").[3] The Member Programs, described herein, promote Member satisfaction, create goodwill for the Debtors' business, and enhance the value of their brand. On account of the Member Programs, the Debtors may owe certain cash and non-cash obligations to their Members arising both before and after the Petition Date (collectively, the "Member Obligations").

12. The Debtors' goodwill and ongoing business relationships may erode if the Members perceive that the Debtors are unable or unwilling to fulfill the prepetition commitments they have made through the Member Programs. If the Debtors are unable to ensure satisfaction, maintain goodwill and preserve the loyalty of their Members, the Members may cancel their subscriptions and the Debtors' businesses would likely suffer material harm as a result. As discussed in the First Day Declaration, the Debtors operate in a highly competitive environment, and dissatisfied members have easily accessible alternatives. It is essential, therefore, and critical to preserving ongoing operations and maximizing the value of the Debtors' estate, that the Debtors continue the Member Programs and honor Member Obligations in the ordinary course. Indeed, without the ability to continue the Member Programs and to satisfy Member Obligations, the

[3] Although this Motion is intended to be comprehensive, the Debtors may have inadvertently omitted individual promotion, incentive, discount, or accommodation programs offered to the Members. The Debtors request relief with respect to all Member Programs, regardless of whether such Member Program is specifically identified herein.

Debtors risk losing market share, harming their future business and revenue growth, and potentially reducing the recoveries of the Debtors' creditors.

A. Refunds, Chargebacks, and Credit Card and Payment Processing Companies

13. Certain Members may hold contingent claims against the Debtors for refunds, returns, and other credit balances (collectively, the "Refunds"). More specifically, in the ordinary course of business, the Debtors may offer Members certain Refunds for, among other things, the cost of membership or other services. The Debtors may offer the Refunds through multiple programs, including but not limited to the cancellation policies of various app stores where the Debtors offer their app and the Debtors' own cancellation and refund programs. Providing the Refunds allow the Debtors to return the Members' pro-rated fees or other purchase price and to permit Members to terminate long-term contracts for causes including, but not limited to, a Member opening duplicate accounts, a Member's medical unfitness as determined by a clinical professional affiliated with the Debtors' business, or for extreme escalations. On average, the Debtors process approximately $150,000 in Refunds per month. As of the Petition Date, the Debtors estimate that no amounts are owing and outstanding on account of the Refunds.

14. In addition, certain Members may dispute certain charges with their credit card issuer, and the Debtors may be obligated to refund to such issuer the disputed amounts, subject to certain adjustments (the "Chargebacks"). On average, the Debtors process approximately, $110,000 in Chargebacks per month. As of the Petition Date, the Debtors estimate that no amounts are owing and outstanding on account of the Chargebacks.

15. In addition to cash, the Debtors accept several other methods of payment from Members, including, but not limited to, credit cards and debit cards. For certain methods of payment, the Debtors receive, on a daily basis, sale proceeds less any Refunds, Chargebacks, and

processing fees (the "Processing Fees") charged by credit card companies or other third-party payment processors directly into certain revenue collection accounts. The Debtors' payment platforms include Recurly and the Debtors' payment processors include Paymentech, PayPal, American Express, Apple, and Google (collectively, the "Payment Processing Companies"). Another payment processor, Stripe, manages certain collections for Weekend Health but collections received through Stripe are deposited into a Non-Debtor Affiliate account. To process credit card payments, the Debtors are party to certain agreements (the "Payment Processing Agreements") with the Payment Processing Companies. The Debtors' continued acceptance of credit card payments is essential to the administration of the Debtors' estates because the majority of the Debtors' sales are made using credit card payments. To avoid disrupting these vital payment processing services, the Debtors have sought authority to continue honoring the Payment Processing Agreements in the ordinary course 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* (the "Cash Management Motion"), filed contemporaneously herewith. The Payment Processing Companies, the Payment Processing Agreements, and the requested relief are discussed in greater detail in the Cash Management Motion.

16. The Debtors believe that the Refunds and the Chargebacks are necessary and ordinary course transactions required to continue to incentivize Members to continue their relationships with the Debtors and foster brand loyalty in an extremely competitive market for weight management services.

17. By this Motion, the Debtors seek authorization to honor outstanding prepetition obligations, if any, on account of the Refunds and the Chargebacks and to continue honoring Member Obligations in connection with the Refunds and the Chargebacks in a manner consistent with their past practices on a postpetition basis.

B. Lifetime Program

18. The Debtors offer a lifetime membership program (the "Lifetime Program" and its Members, the "Lifetime Members") where Lifetime Members receive the Debtors' services free of membership costs as long as they remain within two (2) pounds of their goal weight at monthly weigh-ins. If the Lifetime Members' weight is outside that range, they are charged a reduced rate for membership until their weight is within that range of their goal weight again. As of the Petition Date, the number of Lifetime Members who receive the Debtors' services free of membership costs is not material to the Debtors' operations.

19. By this Motion, the Debtors seek authorization to honor all outstanding prepetition obligations on account of the Lifetime Program and continue honoring Member Obligations in connection with the Lifetime Program in a manner consistent with their past practices on a postpetition basis. The Debtors do not issue any cash payments on account of the Lifetime Program, but may incur certain incidental costs or obligations associated with providing the Lifetime Program, which the Debtors believe are *de minimis*.

C. Promotions

20. The Debtors regularly conduct sales promotions through a variety of channels, including, but not limited to, online, by direct mail and email, and through app campaigns (collectively, the "Promotions"). The Promotions, which may vary on a daily basis, include, but are not limited to, pricing discounts, promotional rates for long term contracts, promotional codes for flat rate discounts, promotional rates or fee waivers for corporate customers, and other similar

Promotions. There are occasions where there may be different, or additional, promotions available across different media channels or mailers. Thus, at any given time, including as of the Petition Date, different Promotions may be available to different Members across the country and online. The Promotions are an important part of the Debtors' overall marketing strategy, as they help attract new Members and retain existing ones by encouraging purchases of the Debtors' services and products.

21. By this Motion, out of an abundance of caution, the Debtors seek authority to continue to offer the Promotions in the ordinary course, including any Promotions ongoing as of the Petition Date, and to honor any obligations in connection therewith whether arising prior to or after the Petition Date.

BASIS FOR RELIEF

I. Continuing to Honor the Member Programs in the Ordinary Course Is Warranted Under Sections 105(a) and 363(b) of the Bankruptcy Code and Is in the Best Interests of the Debtors and Their Estates.

22. The Court has authority to authorize the Debtors to continue the Member Programs, modify such programs in the ordinary course of business, and pay prepetition claims arising thereunder, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Courts generally acknowledge that it is appropriate to authorize the payment of prepetition obligations where necessary to protect and preserve the estate, including an operating business's going-concern value. See In re Just for Feet, Inc., 242 B.R. 821, 826 (D. Del. 1999) (granting authority to pay prepetition claims of certain vendors and finding that such payment was "essential to the survival of the debtor during the chapter 11 reorganization"); see also In re Ionosphere Clubs, Inc., 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (granting authority to pay prepetition wages); Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.), 29 B.R. 391, 398 (S.D.N.Y.

1983) (granting authority to pay prepetition claims of suppliers); see also In re NVR L.P., 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) ("[T]he court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor."). In so doing, these courts acknowledge that several legal theories rooted in sections 105(a) and 363(b) of the Bankruptcy Code support the payment of prepetition claims as provided herein.

23. Pursuant to section 363(b) of the Bankruptcy Code, courts may authorize satisfaction of prepetition obligations where a sound business purpose exists for doing so. See In re Ionosphere Clubs, 98 B.R. at 175 (noting that section 363(b) provides "broad flexibility" to authorize a debtor to honor prepetition claims where supported by an appropriate business justification); see also In re James A. Phillips, Inc., 29 B.R. at 397 (relying upon section 363 as a basis to allow a contractor to pay the prepetition claims of suppliers who were potential lien claimants).

24. Furthermore, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, debtors in possession are fiduciaries "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." In re Coserv, L.L.C., 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002); see also Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.), 227 B.R. 229, 232–33 (Bankr. S.D.N.Y. 1998) ("Upon filings its petition, the Debtor became a debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."). Implicit in the fiduciary duties of any debtor in possession is the obligation to "protect and preserve the estate, including an operating business's going-concern value." In re CoServ, 273 B.R. at 497; see also In re Marvel Ent. Grp., Inc., 140 F.3d 463, 471 (3d. Cir. 1998) ("The debtor-in-possession is a fiduciary of the creditors and, as a result, has an obligation to refrain from acting in a manner which

could damage the estate, or hinder a successful reorganization.") (quoting Petit v. New England Mort. Servs., 182 B.R. 64, 69 (D. Me. 1995)). Indeed, courts have noted that there are instances when a debtor's fiduciary duty can "only be fulfilled by the preplan satisfaction of a prepetition claim." In re CoServ, 273 B.R. 497.

25. In addition, courts may authorize satisfaction of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. Section 105(a) codifies the Court's inherent equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." This "doctrine of necessity" functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code and further supports the relief requested herein. See In re Lehigh & New England Ry., 657 F.2d 570, 581 (3d Cir. 1981); see also In re United Am., Inc., 327 B.R. 776, 781 (Bankr. E.D. Va. 2005) (acknowledging that the doctrine of necessity "is a necessary deviation because otherwise there will be no reorganization and no creditor will have an opportunity to recoup any part of its pre-petition claim."); In re Just for Feet, Inc., 242 B.R. at 824–25 (holding that section 105(a) of the Bankruptcy Code "provides a statutory basis for payment of prepetition claims" under the doctrine of necessity); In re NVR L.P., 147 B.R. at 127 ("Under [section 105(a)] the court can permit pre-plan payment of a pre-petition obligation when essential to the continued operation of the debtor.") (holding that a court may authorize payment of prepetition claims if such payment is essential to debtor's continued operation).

26. Accordingly, the Court may authorize the Debtors to continue the Member Programs, modify such programs in the ordinary course of business, and satisfy prepetition claims arising thereunder, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. Continuing to

administer the Member Programs without interruption during the pendency of these Chapter 11 Cases is critical to preserving the value of the Debtors' assets by, most importantly, preserving member goodwill and retaining subscribers and market share. If the Member Programs are maintained, Members may continue to receive flexible payment programs and refunds. These Member Programs promote member satisfaction, brand loyalty, and ensure that the Debtors remain competitive. By encouraging sustained access to the Debtors' services, the continuation of the Member Programs will inure to the benefit of the Debtors' estates and their creditors.

27. Further, the Member Programs are also essential marketing tools for attracting new members. In contrast, if the Debtors are unable to continue the Member Programs postpetition or pay Member Obligations due and owing to members, the Debtors risk missing out on attracting new members, alienating existing Members (who might then initiate business relationships with the Debtors' competitors), and suffering potential corresponding losses in member loyalty that will harm their ability to maximize value. This would place the Debtors at a competitive disadvantage in the marketplace, amplifying the negative effect of Member uncertainty that may arise from filing these Chapter 11 Cases. Accordingly, the Debtors submit that they have shown cause sufficient to warrant honoring the Member Programs and any obligations relating thereto, and respectfully request that the relief sought herein be approved on the terms set forth in the Proposed Orders, as applicable.

II. Processing of Electronic Fund Transfers Should Be Authorized.

28. The Debtors also request that the Court authorize the Banks, when requested by the Debtors, in their discretion, to honor and process checks or electronic fund transfers drawn on the Debtors' bank accounts to pay prepetition amounts described herein, whether such checks or other requests were submitted prior to, or after, the Petition Date. The Debtors have sufficient funds to pay any amounts described in this Motion in the ordinary course of business by virtue of expected

cash flows from ongoing business operations, anticipated debtor-in-possession financing, and anticipated access to cash collateral. The Debtors further request that the Banks be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to this Motion.

SATISFACTION OF BANKRUPTCY RULE 6003

29. 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. See 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 (Bankr. S.D.N.Y. 1990) (discussing the elements of "immediate and irreparable harm" in relation to Bankruptcy Rule 4001).

30. As described herein and in the First Day Declaration, the Debtors will suffer immediate and irreparable harm without authorization for 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)

31. 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 businesses 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

32. Nothing contained herein is intended or shall be construed as: (i) 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; (ii) 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; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in this Motion, or any order granting the relief requested by this Motion; (vi) 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; (vii) 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 (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

NOTICE

33. 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 Prepetition 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.

Dated: May 6, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

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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.*,[1]	Case No. 25-[●] ( )
Debtors.	(Jointly Administered)
	Ref. Docket No. ___

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO MAINTAIN AND ADMINISTER THEIR EXISTING MEMBER PROGRAMS AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (II) AUTHORIZING THE BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") for entry of an interim order (this "Interim Order"), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1, (i) authorizing the Debtors to maintain and administer the Member Programs and honor certain prepetition obligations related thereto, (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto, and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and upon consideration of the Motion and all pleadings related thereto; 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

[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 not otherwise defined herein have the meanings given to them in the Motion.

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 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 [______] (prevailing Eastern Time) (the "Final Hearing").** Any party-in-interest objecting to the relief sought at the Final Hearing or the Proposed Final Order shall file and serve a written objection, which objection shall be served (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 for the Debtors, (a) Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, 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); (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 the 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); (b) Pachulski Stang Ziehl & Jones LLP, 919 N. Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899, Attn: Laura Davis Jones, Esq. (ljones@pszjlaw.com) and 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, Room 2207, Lockbox 35, Wilmington, DE 19801, Attn: Benjamin A. Hackman, Esq. (benjamin.a.hackman@usdoj.gov); in each case no later than [_______________], 2025 at 4:00 p.m. (prevailing Eastern Time). If no objections to the entry of the Proposed Final Order are timely filed, this Court may enter the Proposed Final Order without further notice or a hearing.

3. The Debtors are authorized, but not directed, to continue to administer the Member Programs currently in effect, modify such programs as in the ordinary course of business, and honor any Member Obligations related to the Member Programs without regard to whether the Debtors' obligations arose before, on, or after the Petition Date.

4. The Debtors are authorized to continue, replace, implement, modify, and/or terminate one or more of the Member Programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order.

5. The Debtors are authorized to continue to issue Refunds and Chargebacks, in their discretion, in the ordinary course of business, whether related to payments made before or after the Petition Date.

6. The Banks on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and the Banks are authorized to rely on the Debtors' designation of any particular check or electronic

payment request as approved by this Interim Order without any duty of further inquiry and without liability for following the Debtors' instructions.

7. Any payment made pursuant to this Interim Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

8. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. 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 (i) 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; (ii) 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; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Interim Order; (vi) 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; (vii) 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; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party

in interest to file a proof of claim; or (x) otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Interim Order.

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 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:	Chapter 11
WW INTERNATIONAL, INC., *et al.*,[1]	Case No. 25-[●] ( )
Debtors.	(Jointly Administered)
	Ref. Docket Nos. ___ & ___

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO MAINTAIN AND ADMINISTER THEIR EXISTING MEMBER PROGRAMS AND HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (II) AUTHORIZING THE BANKS TO HONOR AND PROCESS CHECK AND ELECTRONIC TRANSFER REQUESTS RELATED THERETO, AND (III) GRANTING RELATED RELIEF

Upon the motion (the "Motion")[2] of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") for entry of a final order (this "Final Order"), pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 9013-1, (i) authorizing the Debtors to maintain and administer the Member Programs and honor certain prepetition obligations related thereto, (ii) authorizing the Banks to honor and process check and electronic transfer requests related thereto, and (iii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and upon consideration of the Motion and all pleadings related thereto; 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

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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 not otherwise defined herein have the meanings given to them in the Motion.

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 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 are authorized, but not directed, to continue to administer Member Programs currently in effect, modify such programs as in the ordinary course of business, and honor any prepetition Member Obligations related to the Member Programs, on a final basis without regard to whether the Debtors' obligations arose before, on, or after the Petition Date.

3. The Debtors are authorized to continue, replace, implement, modify, and/or terminate one or more of the Member Programs, in each case as the Debtors deem appropriate in their business judgment and in the ordinary course of business, without further Court order.

4. The Debtors are authorized to continue to issue Refunds and Chargebacks, in their discretion, in the ordinary course of business, whether related to payments made before or after the Petition Date.

5. The Banks on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and the Banks are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order without any duty of further inquiry and without liability for following the Debtors' instructions.

6. Any payment made pursuant to this Final Order is not intended and should not be construed as an admission as the validity of any particular claim or a waiver of the Debtors' rights to subsequently dispute such claim.

7. The Debtors are authorized, but not directed, to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these Chapter 11 Cases with respect to prepetition amounts owed in connection with the relief granted herein.

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 (i) 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; (ii) 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; (iii) a promise or requirement to pay any particular claim; (iv) an assumption, adoption, or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code; (v) an implication or admission that any particular claim is of a type specified or defined in the Motion or this Final Order; (vi) 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; (vii) 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; (viii) a waiver of any Debtor's or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (ix) a waiver of the obligation of any party in interest to file a proof of claim; or (x) 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 to take all actions necessary to effectuate the relief granted in this Final Order.

10. 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.

11. 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.

12. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Final Order are immediately effective and enforceable upon its entry.

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