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*Proposed Counsel for Debtors and
Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:
Powin, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Joint Administration Requested)

**MOTION OF THE DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS (I)
AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE OBLIGATIONS AND (B) CONTINUE
EMPLOYEE BENEFIT PROGRAMS, AND (II) GRANTING RELATED RELIEF**

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [5241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [2495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.



TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Powin, LLC and the above-referenced affiliated debtors and debtors in possession (collectively, the “Debtors”) under chapter 11 of title 11 of the United States Code, §§ 101 et seq. (the “Bankruptcy Code”), in these chapter 11 cases (the “Chapter 11 Cases”), by and through their undersigned counsel, hereby move (the “Motion”)² for entry of an interim order (substantially in the form attached hereto as Exhibit A, the “Interim Order”) and a final order (substantially in the form attached hereto as Exhibit B, the “Final Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto (together, the “Employee Compensation & Benefits”); (ii) scheduling a final hearing; and (iii) granting related relief.

In further support of the Motion, the Debtors respectfully state as follows:

PRELIMINARY STATEMENT

1. The Debtors seek authorization to continue to provide the Employee Compensation & Benefits to the Debtors’ workforce without delay. This Motion seeks relief necessary for the Debtors to retain the morale and services of their workforce that is necessary for the success of these Chapter 11 Cases. Soon, the Debtors anticipate filing a motion seeking authorization to further retain and incentivize employees through bonuses to be issued under newly designed “KEIP” and “KERP” programs.

² Capitalized terms used but not defined in this motion have the meanings ascribed to them in the First Day Declaration (as defined below).

I. JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of New Jersey (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012. The Debtors confirm their consent, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy 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.

3. Venue of the Chapter 11 Cases and related proceedings is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The predicates for the relief requested herein are sections 105(a), 362(d), 363(b), 507(a), and 541(b) of the Bankruptcy Code, Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2002-1, 9013-1, and 9013-5 of the Local Rules of the United States Bankruptcy Court for the District of New Jersey (the “Local Rules”).

II. BACKGROUND

A. General Background

5. On June 9, 2025 (the “Petition Date”), the Debtors each commenced a voluntary case for relief under chapter 11 of the Bankruptcy Code.³ The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to

³ Lead Debtor Case No. 25-16137 (MBK) for Debtor Powin Project LLC was filed on June 9, 2025, and the remaining Debtors were filed shortly thereafter on June 10, 2025.

sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in the Chapter 11 Cases.

6. Additional information regarding the Debtors, including their business and the events leading to the commencement of these Chapter 11 Cases is set forth in the Declaration of Gerard Uzzi in Support of Emergency First Day Motions (the “First Day Declaration”), filed concurrently herewith.

B. Specific Background

a. **The Debtors’ Employees**

7. As of the Petition Date, the Debtors employ approximately 85 non-insider individuals (of which a majority work in Oregon, with the others working in other states) in addition to their executive team (the “Employees”).

8. The Debtors have significantly reduced their workforce this year, including in a reduction-in-force that took place on June 6, 2025. The remaining Employees represent approximately 17% of the Debtors’ workforce compared to January 1, 2025. These Employees remain, because they are critical for the Debtors’ operations – particularly, with respect to the Debtors’ Project and Technology branches of their services business – and to maintaining going concern value for the Debtors’ business. The Employees are difficult to replace, and without the Employees’ services, the Debtors will no longer be able to provide products and services to their customers. A number of the Debtors’ employees have also resigned because of the uncertain situation. The Debtors cannot provide assurances that the Employee Benefit & Compensations will be provided in the ordinary course, the Debtors believe that more resignations will follow

9. The Debtors are not parties to any collective bargaining agreements.

b. Employee Base Pay and Payroll

10. The Debtors' Employees are paid either a salary or on an hourly basis as their primary form of compensation. Employees receive wages and salaries (the "Wages") on a bi-weekly basis every other Friday. The Debtors generally fund their payroll approximately two days before the applicable payday (on the applicable Wednesday).

c. Unpaid Employee Wages

11. Payroll is generally paid one week in arrears. In the last regular payroll, on June 6, 2025,⁴ the current Employees received payment for services provided through Friday, May 30, 2025. The next payroll, on June 20, 2025, will cover the pay-period of May 31 through June 13, 2025.⁵ The Employees are therefore owed prepetition Wages.

12. The Debtors estimate that they owe their Employees an aggregate of approximately \$527,262.17 on account of accrued prepetition Wages (collectively, the "Unpaid Employee Wages"). However, this amount may fluctuate depending on contingencies.

13. Postpetition, the Debtors estimate that their average gross payroll for their Employees will be (before Adjustments/deductions) approximately \$1,150,000 per month.

14. By this Motion, the Debtors seek authority, but not direction, to pay the Unpaid Employee Wages in the ordinary course of business. As of the Petition Date, the Debtors believe that they do not owe any Unpaid Employee Wages in excess of the statutory cap of \$17,150 set forth in sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code (the "Statutory Cap") to any

⁴ As referenced above, on June 6, 2025, the Debtors conducted a reduction-in-force, and prior to the bankruptcy filing, processed and fulfilled their remaining payment obligations to the terminated employees by depositing funds into the payroll account for the applicable amounts due.

⁵ In these payrolls Debtors would ordinarily pay Employees amounts that had been reconciled or adjusted as owed from any previous underpayment, including recently submitted expenses, uncalculated overtime, etc. (with these amounts as the "Adjustments" and which, as applicable are included within the definition of Unpaid Employee Wages).

Employees(s). However, out of an abundance of caution, the Debtors seek authority to pay any amounts above the Statutory Cap solely on a final basis.

d. Payroll Costs

15. The Debtors utilize software and services from UKG (the “Payroll Provider”) to support payroll processing, payroll tax calculations and filings, and other payroll-related services (all such associated costs, collectively, the “Payroll Costs”). The Debtors pay the Payroll Provider a quarterly fee, and the next payment will be due in July, 2025. The Debtors owe the Payroll Provider \$90,616.61, which last payment was due in April, 2025. The Debtors seek authority to honor prepetition and postpetition amounts of Payroll Costs, including amounts owed to the Payroll Provider, to ensure continued payroll services during the Chapter 11 Cases.

e. Supplemental Workforce

16. The Debtors may need to utilize independent contractors for services during the Chapter 11 Cases. These independent contractors (the “Supplemental Workforce”) would be paid by the Debtors as needed. As of the Petition Date, the Debtors estimate that approximately \$0 is owed to the Supplemental Workforce. The Debtors request authority to pay the Supplemental Workforce, as part of their ordinary course of business.

f. Deductions and Withholding

17. In the ordinary course of business, the Debtors incur obligations on account of Payroll Deductions and Employee Payroll Taxes (each as defined below and collectively, the “Withholding Obligations”).

i. Payroll Deductions

18. The Debtors routinely deduct amounts from Employees’ wages, including garnishments and similar deductions, as well as other pre-tax and after-tax deductions payable pursuant to certain employee benefit plans discussed herein, such as an Employee’s share of

healthcare benefits and insurance premiums (the “Payroll Deductions”). The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their Payroll Deductions and to pay any prepetition claims with respect thereto in the ordinary course of business.

ii. Payroll Taxes

19. The Debtors are required by law to withhold from the Employees’ wages amounts related to, among other things, national, regional, and local income tax (the “Employee Payroll Taxes”) for remittance to the appropriate taxing authorities. The Employee Payroll Taxes are generally processed and forwarded to the appropriate federal, state, or local taxing authority when the Employees’ payroll checks are disbursed. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their Employee Payroll Taxes and to pay any prepetition claims with respect thereto in the ordinary course of business.

g. The Debtors’ Employee Benefit Programs

20. In addition to their wages, the Debtors’ Employees also generally are entitled to receive other forms of compensation, including health benefits, paid time off, and reimbursement of certain business expenses (collectively, the “Employee Benefit Programs”). The Employee Benefit Programs include, but are not limited to: (i) reimbursement of expenses, (ii) paid time off, (iii) a healthcare program, including dental and vision coverage, (iv) health savings accounts or flexible spending accounts, (v) life and disability coverage, (vi) workers’ compensation, (vii) a 401(k) retirement savings plan, and (viii) an ethics and harassment platform.

i. Business Expense Reimbursements

21. The Debtors customarily reimburse Employees who incur business expenses in the ordinary course of performing their duties on behalf of the Debtor. Such expenses typically include, but are not limited to, business-related travel expenses (including mileage) and other items

(the “Reimbursement Obligations”). Expense reports detailing the Reimbursement Obligations are submitted for reimbursement by the Employees and generally must be supported by copies of receipts. Expenses are paid with payroll, and the Debtors utilize a vendor, Concur (the “Expense Vendor”). Employees expect that their business expenses will be paid promptly, and Employees may suffer hardship in delay of payment of these expenses.

22. There is commonly delay between when an Employee incurs an expense and submits the corresponding expense report for processing. Therefore, it is difficult for the Debtors to determine the exact amount of Reimbursement Obligations that are due and owing for any particular time period. However, the Debtors believe that few, if any, Employees will be owed expenses earned within 180 days of the Petition Date that would require payment above the Statutory Cap. Upon information and belief, certain of the Debtors’ executives are owed amounts that may exceed the Statutory Cap for recent business travel to Oregon, and the Debtors seek authority to pay these amounts (to the extent they cause the Employee to be paid over the Statutory Cap) only in the Final Order. Other than these expenses, the Debtors seek authority to pay Employees in the ordinary course all Reimbursement Obligations amounts, no matter when earned, and to continue to pay future amounts in the ordinary course of the Debtors’ business.

ii. Paid Leave

23. **PTO.** The Debtors provide eligible (non-insider) Employees with paid time off (“PTO”). Employees are eligible for varying amount of PTO, depending on their length of service and may exercise PTO according to company policy. Recently, the Debtors capped PTO at a maximum of 40 hours, but grandfathered in amounts exceeding 40 hours for Employees that had already accrued more than 40 hours. Upon an Employee’s termination, the Debtors will cash out the Employee’s PTO benefits to the extent required by applicable law.

24. As of the Petition Date, the Debtors estimate they owe \$691,170.14 (before adjustments/deductions) for accrued PTO for current Employees. The Debtors believe that the continuation of PTO policy in accordance with prior practice for their current Employees is essential to maintaining Employee wellness and morale during the Chapter 11 Cases. Further, the policies are broad-based programs upon which all Employees have come to depend, and the continuation of those programs will not create any material cash flow obligations beyond the Debtors' normal payroll obligations. Moreover, disruptions or changes to these policies could have a direct impact on Employee commitment, morale, and retention, to the detriment of the Debtors.

25. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to pay amounts on account of PTO if and when they come due in the ordinary course of business and under applicable law.

26. ***Other Leave.*** The Debtors also offer parental, bereavement and other leave through their vendor, Voya. The Debtors seek authority, but not direction to pay, in their discretion and in the ordinary course of their business, amounts owed to Voya in the ordinary course and to administer these leave policies in the ordinary course of business.

iii. The Health Plans

27. The Debtors offer eligible Employees and their eligible dependents (collectively, the "Dependents") the option of medical, dental and vision insurance. For medical insurance, including prescription drug coverage, the Debtors offer coverage (the "Medical Plan") through Regence ("Health Provider"). The Debtors bear a percentage of the costs of the Medical Plan for eligible Employees (which amount varies depending on their coverage and Dependents), and the Employees bear the remainder of the costs, based on dependent elections. In the ordinary course

of their business, on the first of the month, the Debtors pay the Health Provider premiums for the following month, and, as of the Petition Date, the Debtors are current in payments to the Health Provider.

28. For dental insurance, the Debtors also offer coverage through Delta Dental (the “Dental Plan”). The Debtors bear a percentage of the costs of the Dental Plan for eligible Employees (which amount varies depending on their coverage and Dependents). The Debtors pay for the Dental Plan on the first of the month.

29. For vision insurance, the Debtors offer coverage through VSP (the “Vision Plan,” and, together with the Medical Plan and Dental Plan, the “Health Plans”). The Debtors bear 100% of the costs of the Vision Plan for eligible Employees. The Debtors pay for the Vision Plan mid-month.

30. Prepetition, the Debtors’ monthly cost for the premiums of the Health Plans was approximately \$420,000 per month, which amount should reduce during the Chapter 11 Cases due to the pre-petition reduction in force.⁶ The Debtors’ Health Plans are fully insured, and there is no estate liability outside of payment of premiums and a monthly fee of \$15,833.33 to the Debtors’ broker, Alliant.

31. The Debtors seek authority, but not direction, to pay any amounts due and to continue to pay, in their discretion, the premiums for the Health Plans incurred postpetition and to maintain their Health Plans. The Debtors further seek authority to make payments due or that will be due to their broker(s) relating to the Health Plans and any other amounts necessary to maintain the Health Plans.

⁶ Given the reduction of the size of the Debtors’ workforce, the providers for the Health Plans will likely have a right to re-negotiate terms of the Health Plans, which could result in a higher per-capita, but lower gross, amount owed by the Debtors.

iv. FSAs and HSAs

32. The Debtors also offer their Employees the benefit of maintaining a respective health-savings account (the “HSA(s)”) and a flexible savings account (the “FSA(s)”) through Rocky Mountain Reserve (the “HSA & FSA Benefits”). Employees contribute to the FSAs at their election, and the Debtors do not contribute to the FSAs.

33. The Debtors contribute to HSAs based on the type of coverage for the Employee. The Debtors contribute semi-annually to Employee HSAs, with the next payment due in July, 2025. Additionally, the Debtors pay a monthly administration fee to Rocky Mountain Reserve of approximately \$3.75 per employee HSA enrollee and \$2.75 per Employee FSA enrollee. The Debtors respectfully request that the Court authorize, but not direct, the Debtors to continue to honor their HSA & FSA Benefits and to pay any prepetition claims with respect thereto in the ordinary course of business.

v. COBRA

34. The Debtors are required to offer certain of their former Employees certain health benefits following termination of employment under § 4980B of the Internal Revenue Code to administer Continuation Health Coverage (“COBRA”) (*see* 26 U.S.C. § 4980B). Pursuant to COBRA, former Employees of the Debtors (the “COBRA Eligible Employees”) may continue using certain health benefits (the “COBRA Benefits”), and are entitled to continue to receive COBRA Benefits for up to eighteen, and occasionally thirty-six, months following termination of employment. The Debtors’ COBRA Eligible Employees are typically responsible for paying all costs associated with the COBRA Benefits.

35. The Debtors have also provided COBRA benefits to employees that have been previously terminated, for which the Debtors are responsible for payment, which responsibility

extends, to the Debtors belief, through September, 2025. Certain current Employees also have similar COBRA benefits in their contract upon severance.

36. The Debtors pay a 2% administrative fee for enrolled COBRA participants. The Debtors request authority, but not direction, to (a) pay any prepetition amounts outstanding on account of the COBRA Benefits; (b) to continue to offer the COBRA Benefits, including to Employees who may be terminated after the Petition Date, if any, and to honor all postpetition obligations related thereto in the ordinary course of business consistent with past practices; and (c) to continue to pay fees related to the COBRA Benefits in the ordinary course of business on a postpetition basis.

vi. Employee Life, AD&D and Background Check Insurance

37. The Debtors offer eligible Employees premium based group life insurance (“Life Insurance”) and accidental death and dismemberment insurance, disability and other similar insurance (“AD&D Insurance”) through Voya. The Debtors also offer background check insurance (“Background Check Insurance”) through Accurate Ace. The Debtors pay premiums monthly, and the prepetition amount of monthly premiums for Life Insurance, AD&D Insurance and Background-Check Insurance total approximately \$30,000 per month, less voluntary employee deductions, which amount should be reduced during the Chapter 11 Cases due to the prepetition reduction in force.

38. The Debtors’ Employees and their families depend on insurance provided by the Debtors as a fundamental aspect of compensation. Any disruption or perceived-disruption regarding insurance benefits or coverage would damage morale and may cause Employees to seek employment elsewhere. The Debtors are not current on their insurance obligations and owe Voya estimated amounts of \$85,897.89 for AD&D Insurance and \$111,591.37 for Life Insurance. The

Debtors seek authority, in their discretion, to pay these amounts and any accrued and unpaid prepetition premiums and related charges, to continue the above benefits post-petition and to deliver the Employees' portion of any accrued and unpaid prepetition premiums for the AD&D Insurance and Life Insurance to the corresponding administrators in connection with the payment of the Wages and withholding obligations.

vii. Workers' Compensation

39. The Debtors maintain workers' compensation insurance for their Employees at the statutorily required level for each state in which they have Employees (collectively, and as described herein, the "Workers' Compensation Program"). As part of the Workers' Compensation Program, the Debtors maintain a workers' compensation insurance policy with Zurich American Insurance Company (the "Workers' Compensation Insurance Policy"). The Debtors must continue claim assessment, determination, adjudication, and payment pursuant to the Workers' Compensation Program, without regard to whether such liabilities are outstanding before the Petition Date, to ensure that the Debtors comply with applicable workers' compensation laws and requirements.

40. The Debtors are not aware of any active, open claims under the Workers' Compensation Program. To the extent any Employees assert claims arising under the Workers' Compensation Program, the Debtors request that the Court modify the automatic stay under section 362 to permit the Employees to proceed with such claims. This requested modification of the automatic stay pertains solely to claims under the Workers' Compensation Program.

41. Because the Debtors are statutorily and/or contractually obligated to maintain the Workers' Compensation Program, their inability to do so may result in adverse legal consequences

that potentially could disrupt the reorganization process. As of the Petition Date, the Debtors do not believe that there are any prepetition amounts outstanding on account of accrued but unpaid Workers' Compensation Program obligations. However, out of an abundance of caution, the Debtors request authority, but not direction, to (a) pay prepetition amounts due on account of the Workers' Compensation Program and consistent with past practice, (b) continue the Workers' Compensation Program in the ordinary course of business, and (c) to the extent applicable, modify the automatic stay solely to allow Employees to assert claims under the Workers' Compensation Program.

viii. Retirement Plan

42. The Debtors offer eligible Employees the opportunity to participate in a defined 401(k) contribution plan through Empower, which allows for voluntary employee pre-tax deferrals (the "Retirement Plan"). Employees participating in this program may contribute up to 90% of their salary up to the federal statutory cap per year, and the Debtors deduct the employee pre-tax deferrals from Employee paychecks for each pay-cycle. The Debtors' Retirement Plan includes a match (each pay-period) by the Debtors of up to 100% up to the first 3%, and 50% on the next 2% of Employee contributions. Failure to timely forward the Employees' Retirement Plan deductions may be a violation of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), resulting in potential personal liability for the Debtor's officers for such deducted amounts. Maintaining the Retirement Plan as a part of the Employee Benefit Programs is critical to maintaining employee morale.

43. The Debtors seek authority to deliver the Employee contributions in connection with the payment of Wages and withholding obligations described above. Administration fees for the Retirement Plan are paid through plan assets. The Debtors respectfully request that the Court

authorize, but not direct, the Debtors to maintain their Retirement Plan, to deliver Employee contributions to continue to honor their matching contributions (whether for prepetition or postpetition amounts), and to pay any related fees and costs, if and when they come due in the ordinary course of business.

ix. Ethics and Harassment Platform

44. The Debtors maintain an ethics and harassment platform (the “Platform”) with NAVEX Global to assist their Human Resources department and to provide mandatory and discretionary training to employees. The Debtors pay a \$30,000 annual fee. The Debtors are not current, and, if the Debtors do not make payment by June 18, 2025, service will be suspended. The Debtors seek authority, in their discretion, to pay this amount and amounts due relating to the Platform.

III. RELIEF REQUESTED

45. The Debtors seek authority, (a) under the Interim Order, (i) to pay and administer the Employee Compensation & Benefits, including to pay (a) in the ordinary course as amounts arise post-petition, (b) in the ordinary course amounts up to the Statutory Cap for any individual Employee to the extent such amounts arise pre-petition and (c) identified third parties including the Health Provider and Payroll Vendor any amounts owed; (ii) to the extent applicable, modify the automatic stay solely to allow Employees to assert claims under the Workers’ Compensation Program; (iii) authorize all applicable financial institutions, when requested by the Debtors, to receive, process, honor, and pay any and all checks or wire transfer requests in respect of the relief requested in this Motion; (iv) waive any applicable stay and enter the Interim Order on an emergency or expedited basis; and (v) grant related relief, and (b) under the Final Order, to (i) exercise the relief granted in the Interim Order and (ii) as applicable, also to pay any amounts above the Statutory Cap sought herein.

IV. BASIS FOR RELIEF

A. A Substantial Portion of the Employee Compensation & Benefits are Entitled to Priority Treatment, and are Required to be Paid to Confirm a Plan.

46. Sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code entitle certain of the Employee Compensation & Benefits owed to the Employees to priority treatment. As priority claims, the Debtors are required to pay these claims in full to confirm a chapter 11 plan. *See* 11 U.S.C. § 1129(a)(9)(b) (requiring payment of certain allowed unsecured claims for (a) wages, salaries, or commissions, including sick leave pay earned by an individual, and (b) contributions to an employee benefit plan). Thus, granting the relief sought herein should only affect the timing of certain payments to the Employees, and should not materially affect recoveries for general unsecured creditors. Indeed, payment of the Employee Compensation & Benefits at this time enhances value for the benefit of all interested parties.

47. The majority of Employee Compensation & Benefits and related taxes that the Debtors request authority to pay and/or honor are amounts entitled to priority in payment under §§ 507(a)(4), (5) and (8)(D). If the aggregate prepetition Wages, Employee Benefits and PTO that accrued within the 180 days prior to the Petition Date exceed the sum of \$17,150 allowable as a priority claim under §§ 507(a)(4) and (5) for any individual Employee or member of the Supplemental Workforce, the Debtors are not requesting interim authority, by this Motion, to pay any such excess amounts.

48. Thus, *on an interim basis*, the Debtors request authority to pay or honor all *prepetition* amounts of Employee Compensation & Benefits in the ordinary course of business, but only up to the \$17,150 Statutory Cap for each Employee. The Debtors only seek *final authority* to pay applicable pre-petition amounts above this cap.

B. Payment of Certain Employee Compensation & Benefits Is Required by Law

49. The Debtors seek authority to pay the applicable Withholding Obligations to the appropriate third-parties. These amounts principally represent wages that governments, Employees, or judicial authorities have designated for deduction from the Employees' paychecks. Indeed, certain Withholding Obligations are not property of the Debtors' estates, because the Debtors have withheld such amounts from the Employees' paychecks on another party's behalf. *See* 11 U.S.C. § 541(b)(1), (d); *see also City of Farrell v. Sharon Steel Corp.*, 41 F.3d 92, 95–97 (3d Cir. 1994) (finding that state law requiring a corporate debtor to withhold city income tax from its employees' wages created a trust relationship between debtor and the city for payment of withheld income taxes); *In re DuCharmes & Co.*, 852 F.2d 194, 196 (6th Cir. 1988) (noting that individual officers of a company may be held personally liable for failure to pay trust fund taxes). Because the Withholding Obligations may not be property of the Debtors' estates, the Debtors request authorization to transmit the Withholding Obligations on account of the Employees to the proper parties in the ordinary course of business. Failure to remit such Withholding Obligations could subject the Debtors to disputes or collection efforts from governmental authorities or third-parties that may not respect the automatic stay.

C. The Debtors May Pay Employees in the Ordinary Course of Business under Section 363

50. Section 363(c)(1) of the Bankruptcy Code expressly grants the Debtors the authority to “enter into transactions . . . in the ordinary course of business” and “use property of the estates in the ordinary course of business without notice or a hearing.” 11 U.S.C. § 363(c)(1). Therefore, the Debtors believe they are permitted to pay all postpetition amounts due pursuant to the Employee Compensation & Benefits, as such actions are in the ordinary course of the Debtors' business. Out of an abundance of caution, however, the Debtors seek entry of an order granting

the relief requested herein to provide certainty and avoid any disruptions to their business operations.

51. In addition, the Court may grant authority to pay amounts arising prepetition pursuant to §§ 363(b) and 105(a). Section 363 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 § 363(b), courts require only that the debtor “show that a sound business purpose justifies such actions.” *See, e.g., In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999) (requiring that the debtor show a “sound business purpose” to justify its actions under § 363) (internal citations omitted); *see also In re Phx. Steel Corp.*, 82 B.R. 334, 335-36 (Bankr. D. Del. 1987). 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.” *In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) (stating that “[o]vercoming the presumptions of the business judgment rule on the merits is a near-Herculean task”).

D. The Debtors May Pay Employees Under Section 105(a) and the Necessity of Payment Doctrine

52. The Court may also authorize payment of prepetition claims in appropriate circumstances under § 105(a) of the Bankruptcy Code, which codifies the inherent equitable powers of a bankruptcy court and empowers bankruptcy courts 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). Specifically, the Court may use its power under § 105(a) to authorize the payment and continuation of the Employee Compensation & Benefits under the “necessity of payment” rule (also referred to as the “doctrine of necessity”). The doctrine is designed to foster a debtor’s

rehabilitation, which courts have recognized is “the paramount policy and goal of chapter 11.” *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 176 (Bankr. S.D.N.Y. 1989); *see also In re Just for Feet, Inc.*, 242 B.R. 821, 826 (D. Del. 1999) (finding that payment of prepetition claims to certain trade vendors was “essential to the survival of the debtor during the chapter 11 reorganization”).

53. The United States Court of Appeals for the Third Circuit recognized the “necessity of payment” doctrine in *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, (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.* at 581 (stating 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”). Moreover, in 2017, the U.S. Supreme Court, in *Czyzewski v. Jevic Holding Corp.*, recognized that courts “approve[] interim distributions that violate ordinary priority rules,” generally when there are “significant Code-related objectives that the priority-violating distributions serve,” including “**payment of employees’ prepetition wages.**” 137 S. Ct. 973, 985 (2017) (emphasis added). Therefore, the Debtors seek relief, as required, under this doctrine.

54. Here, the majority of the Employees rely on the Employee Compensation & Benefits to satisfy their daily living expenses and to provide security and assurance for themselves and their families regarding reacting to and planning for major life-events. Consequently, the Employees will be exposed to significant financial difficulties if the Debtors are not permitted to honor obligations for unpaid Employee Compensation & Benefits. Additionally, continuing ordinary course compensation and benefits will help maintain Employee morale, avoid Employee flight that could cripple the Debtors’ ongoing business and endanger creditor recoveries.

55. Moreover, the Employees provide the Debtors with services necessary to conduct the Debtors' business, and the Debtors believe that absent the payment of the Employee Compensation & Benefits, the Debtors may experience turnover and instability at this critical time in their efforts to exit Chapter 11. Given the pre-petition reductions, the Employees remain employed with the Debtors because they are vital, and the Debtors will face extreme difficulty in replacing them.

56. Enterprise/going-concern value may be materially impaired to the detriment of all stakeholders in such a scenario. The Debtors therefore believe that payment and honoring of their Employee Compensation & Benefits is a necessary and critical element of the Debtors' efforts to preserve value during the operation of their business during this case. Retention and motivation of the Current Employees is essential for Debtors to preserve value of their assets and keep the company stable during these cases.

57. Courts in this district have approved similar relief in chapter 11 cases. *See, e.g., In re Cyxtera Technologies, Inc.* No. 23-14853 (JKS) (Bankr D.N.J. June 29, 2023) (authorizing the debtors to (a) pay prepetition employee wages, salaries, and other compensation, and reimbursable expenses, and (b) continue employee benefits programs on a final basis); *In re Bed Bath & Beyond Inc.*, No. 23-13359 (VFP) (Bankr. D.N.J. May 18, 2023) (same); *In re David's Bridal, LLC*, No. 23-13131 (CMG) (Bankr. D.N.J. Apr. 17, 2023) (same); *In re Block Fi, Inc.*, No. 22-19361 (MBK) (Bankr. D.N.J. Jan. 17, 2023) (same); *In re Nat'l Realty Inv. Advisors, LLC*, No. 22-14539 (JKS) (Bankr. D.N.J. Jan. 3, 2023) (same); *In re Alliant Tech., L.L.C.*, No. 21-19748 (JKS) (Bankr. D.N.J.

Jan. 25, 2022) (same); *In re Christopher & Banks Corp.*, No. 21-10269 (ABA) (Bankr. D.N.J. Feb. 8, 2021) (same).⁷

V. REQUEST FOR HEARING

58. The Debtors request that the Court hold a hearing and enter the Interim Order on an emergency or expedited basis and schedule a hearing and grant this Motion on a final basis.

VI. COMPLIANCE WITH BANKRUPTCY RULE 6003 AND WAIVER OF BANKRUPTCY RULES 6004(a) AND (h)

59. The Debtors request that the Court determine that the relief requested in this Motion complies with Bankruptcy Rule 6003 and that waiver of Bankruptcy Rules 6004(a) and (h) is appropriate.

60. Bankruptcy Rule 6003 provides:

Except to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding the following: . . . (b) a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition, but not a motion under Rule 4001. . . .

61. The Third Circuit Court of Appeals has interpreted language similar to that used in Bankruptcy Rule 6003 in the context of preliminary injunctions. In that context, irreparable harm has been interpreted as a continuing harm that cannot be adequately redressed by final relief on the merits and for which money damages cannot provide adequate compensation. *See, e.g., Norfolk S. Ry. Co. v. City of Pittsburgh*, 235 Fed. Appx. 907, 910 (3d Cir. 2007) (citing *Glasco v. Hills*, 558 F.2d 179, 181 (3d Cir. 1977)). Further, the harm must be shown to be actual and imminent, not speculative or unsubstantiated. *See, e.g., Acierno v. New Castle County*, 40 F.3d 645, 653-55 (3d Cir. 1994).

⁷ Due to the volume of the orders cited herein, such orders have not been attached to this Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

62. As described in the Motion and supported by the First Day Declaration, the Debtors' Employees depend on timely payment of their compensation, and the Debtors' face an immediate risk of losing these Employees if their right to payment or access to benefits is delayed. As a result, the Debtors respectfully submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003.

63. The Debtors further seek a waiver of any stay of the effectiveness of the Order. Pursuant to Bankruptcy Rule 6004(h), "[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." As set forth above, the Debtors submit that granting this Motion such that it is effective immediately is essential to prevent irreparable damage to the Debtors and their estates.

64. Accordingly, the Debtors respectfully submit that the relief requested herein is appropriate under the circumstances and under Bankruptcy Rules 6003 and 6004(h).

65. Finally, should the Court be inclined to grant the Motion, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a).

VII. WAIVER OF MEMORANDUM OF LAW

66. The Debtors respectfully request that the Court waive the requirement to file a separate memorandum of law pursuant to Local Rule 9013-1(a)(3) because the legal basis upon which the Debtors rely is set forth herein and the Motion does not raise any novel issues of law.

VIII. RESERVATION OF RIGHTS

67. Nothing contained in this Motion or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with any such order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the

Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in this Motion or any order granting the relief requested by this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

IX. NO PRIOR REQUEST

68. No prior request for the relief sought in this motion has been made to this or any other court.

X. NOTICE

Pursuant to Local Rule 9013-5(c), notice of this Motion shall be given to the following parties: (a) the Office of the United States Trustee; (b) counsel for the Debtors' Prepetition Secured Parties; and (c) the Debtors' fifty largest unsecured creditors on a consolidated basis. As this Motion is seeking "first day" relief, within 48 hours of the entry of the Order on this Motion, the Debtors will serve copies of the Order, as required by Local Rule 9013-5(f). The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

XI. CONCLUSION

WHEREFORE, the Debtors respectfully request entry of an order (i) granting the relief requested herein on an interim basis; (ii) scheduling a hearing and granting the relief requested

herein on a final basis; and (iii) granting the Debtors such other and further relief as the Court deems just and proper.

Dated: June 10, 2025

TOGUT, SEGAL & SEGAL LLP

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*Proposed Counsel for Debtors and
Debtors in Possession*

EXHIBIT A

(Proposed Form of Interim Order)

(Page 1)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,⁸

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**INTERIM ORDER GRANTING MOTION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE
OBLIGATIONS AND (B) CONTINUE EMPLOYEE BENEFIT PROGRAMS, AND (II)
GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered [•] ([•]) through [•] ([•]), is
ORDERED.

⁸ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

(Page 2)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

Upon consideration of the Motion⁹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an interim order (this “Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

⁹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

2. The final hearing (the “Final Hearing”) on the Motion shall be held on [•], **2025**, at [•]:[•]., **prevailing Eastern Time**. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on [•], 2025, and shall be served on [•]. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. The Debtors are authorized, but not directed, to continue and/or modify, change, and discontinue the Employee Compensation & Benefits and to implement new programs, policies, and benefits in the ordinary course of business during these Chapter 11 Cases and without the need for further Court approval, subject to applicable law.

4. The Debtors are authorized, but not directed, to continue the Employee Compensation & Benefits programs and to pay or honor prepetition and postpetition amounts related to the Employee Compensation & Benefits programs and related incidental costs, absent further order of this Court in the ordinary course of their business; *provided, however*, that no payment to any individual Employee or member of the Supplemental Workforce of prepetition Employee Compensation & Benefits shall exceed, in the aggregate for that individual Employee, the US \$17,150 statutory cap provided for under § 507(a)(4) unless otherwise required by applicable law or ordered by this Court, including in the Final Order.

5. Nothing herein shall be deemed to authorize the payment of any amounts which violate, implicate, or are otherwise subject to § 503(c). The Debtors will seek approval of any insider bonus or incentive programs, if any, under separate motion under § 503(c) and nothing herein shall prejudice the Debtors’ ability to seek such relief pursuant to § 503(c) at a later time.

(Page 5)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

6. Notwithstanding the relief granted in this Interim Order and any actions taken pursuant to such relief, nothing in this Interim Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Interim Order, or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to § 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

7. The Debtors' banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Interim Order.

8. The Debtors are authorized 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. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified

(Page 6)

Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program.

10. Nothing in this Interim Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to § 365, and all of the Debtors' rights with respect to such matters are expressly reserved.

11. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

12. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

13. To the extent applicable, the requirements set forth by Bankruptcy Rule 6003 are satisfied.

14. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

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Debtors: Powin, LLC, et al.

Case No. 25-16137 (MBK)

Caption of Order Interim Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

15. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

EXHIBIT B

(Proposed Form of Final Order)

(Page 1)

Debtors: Powin, LLC, et al.

Case No. 25-16137(MBK)

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order

Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and Granting Related Relief

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:

Powin, LLC, *et al.*,¹⁰

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**FINAL ORDER GRANTING MOTION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING DEBTORS TO (A) PAY EMPLOYEE
OBLIGATIONS AND (B) CONTINUE EMPLOYEE BENEFIT PROGRAMS, AND (II)
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The relief set forth on the following pages, numbered [•] ([•]) through [•] ([•]), is
ORDERED.

¹⁰ The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504], (iii) PEOS Holdings, LLC [5476], (iv) Powin China Holdings 1, LLC [1422], (v) Powin China Holdings 2, LLC [9713], (vi) Charger Holdings, LLC [15241], (vii) Powin Energy Ontario Storage, LLC [8348], (viii) Powin Energy Operating Holdings, LLC [22495], and (ix) Powin Energy Operating, LLC [6487]. The Debtors' mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

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Case No. 25-16137-MBK

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Caption in Compliance with D.N.J. LBR 9004-1(b)

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(Page 3)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

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Upon consideration of the Motion¹¹ of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of a final order (this “Order”): (i) authorizing, but not directing, the Debtors to (a) pay prepetition wages, salaries, other compensation, and reimbursable expenses, and costs related to these items, and (b) continue employee benefits programs in the ordinary course of business, including payment of certain prepetition obligations related thereto; and (ii) granting related relief, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey dated as of September 18, 2012; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Motion and opportunity for hearing on the Motion were appropriate under the circumstances and that no other notice be provided; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing thereon establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.

¹¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

(Page 4)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

2. The Debtors are authorized, but not directed, to continue and/or modify, change, and discontinue the Employee Compensation & Benefits and to implement new programs, policies, and benefits in the ordinary course of business during these Chapter 11 Cases and without the need for further Court approval, subject to applicable law.

3. The Debtors are authorized, but not directed, to pay or honor prepetition and postpetition amounts related to the Employee Compensation & Benefits programs and related incidental costs in an absent further order of this Court. For the avoidance of doubt, the Debtors may reimburse expenses to all Employees.

4. Nothing herein shall be deemed to authorize the payment of any amounts which violate, implicate, or are otherwise subject to § 503(c). The Debtors will seek approval of any insider bonus or incentive programs, if any, under separate motion under § 503(c) and nothing herein shall prejudice the Debtors' ability to seek such relief pursuant to § 503(c) at a later time.

5. Notwithstanding the relief granted in this Final Order and any actions taken pursuant to such relief, nothing in this Final Order shall be deemed: (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order, or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to § 365; (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law; or (g) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise)

(Page 5)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

Caption of Order Final Order Granting Motion of the Debtors for Entry of an Order (I) Authorizing Debtors to (A) Pay Employee Obligations and (B) Continue Employee Benefits Programs and (II) Granting Related Relief

satisfied pursuant to the Motion are valid, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection or seek avoidance of any or all such liens.

6. The Debtors' banks and financial institutions on which checks were drawn or electronic payment requests made in payment of the prepetition obligations approved herein are authorized and directed to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Final Order.

7. The Debtors are authorized 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. Pursuant to section 362(d) of the Bankruptcy Code, the automatic stay is modified solely to the extent necessary to allow Employees to proceed with their claims under the Workers' Compensation Program in the appropriate judicial or administrative forum, and Employees are authorized to so proceed. The Debtors are authorized, but not directed, to continue the Workers' Compensation Program and pay all prepetition amounts relating thereto in the ordinary course of business, consistent with prepetition practices. The modification of the automatic stay set forth in this paragraph pertains solely to claims under the Workers' Compensation Program

9. Nothing in this Final Order or any action taken by the Debtors in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory

(Page 6)

Debtors: Powin, LLC, et al.

Case No. 25-16137-MBK

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contract or unexpired lease pursuant to § 365, and all of the Debtors' rights with respect to such matters are expressly reserved.

10. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity, or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Local Rules are satisfied by such notice.

12. To the extent applicable, the requirements set forth by Bankruptcy Rule 6003 are satisfied.

13. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon entry.

14. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

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