IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al.,[1] Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
EARTH PIPELINE SERVICES, INC., Plaintiff, v. COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P., Defendants.	 Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS) (Consolidated)
WELDED CONSTRUCTION, L.P., Plaintiff, v. EARTH PIPELINE SERVICES, INC. Defendants.	 Adv. Proc. No. 20-50612 (CSS) (Consolidated)

CERTIFICATION OF COUNSEL REGARDING
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

The undersigned counsel to Welded Construction, L.P. ("Welded") hereby certifies as follows:

1. Welded, Earth Pipeline Services, Inc. ("Earth"), and Columbia Gas Transmission, LLC ("CGT" and together with Welded and Earth the "Parties") in the above-captioned consolidated

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.

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adversary proceeding (the "Adversary Proceeding") have entered into that certain confidentiality stipulation and proposed protective order (the "Protective Order") specifying terms and conditions for disclosure of confidential information in this Adversary Proceeding.

2. Attached hereto as **Exhibit A** is a proposed order approving the Protective Order (the "Proposed Order"). The Protective Order is attached as **Exhibit 1** to the Proposed Order.

3. It is respectfully requested that the Proposed Order attached hereto as **Exhibit A** be entered at the Court's earliest convenience.

Dated: March 5, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Tara C. Pakrouh

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al.,[1] Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
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WELDED CONSTRUCTION, L.P., Plaintiff, v. EARTH PIPELINE SERVICES, INC. Defendants.	 Adv. Proc. No. 20-50612 (CSS) (Consolidated) **Ref. Docket No. ___**

ORDER APPROVING
CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

Upon consideration of the *Certification of Counsel Regarding Confidentiality Stipulation and Protective Order* (the "COC")[2] and the Protective Order, a copy of which is attached to this Order as **Exhibit 1**; and good cause appearing therefor,

IT IS HEREBY ORDERED THAT:

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the COC.

1. The Protective Order is approved.

2. The Parties are hereby authorized to take all actions reasonably necessary to effectuate the terms of the Protective Order.

3. This Court shall retain jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of the Protective Order or this Order.

Exhibit 1

Protective Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al.,[1] Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
EARTH PIPELINE SERVICES, INC., Plaintiff, v. COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P., Defendants.	 Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS) (Consolidated)
WELDED CONSTRUCTION, L.P., Plaintiff, v. EARTH PIPELINE SERVICES, INC. Defendants.	 Adv. Proc. No. 20-50612 (CSS) (Consolidated)

AGREED CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

This *Agreed Confidentiality Stipulation and Protective Order* ("Protective Order") is entered into by Welded Construction, L.P. ("Welded"), Earth Pipeline Services, Inc. ("Earth"), and Columbia Gas Transmission, LLC ("CGT" and together with Welded and Earth the "Parties," and each a "Party"), being all of the parties in the above-captioned consolidated adversary proceeding, through their undersigned counsel.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.

WHEREAS, on or about March 8, 2019, Earth filed a complaint against CGT in the Circuit Court of Wetzel County, West Virginia, designated as Civil Action No. 19-C-15 (the "Wetzel County Case"). On May 14, 2019, the Wetzel County Case was removed to this Court and redesignated as Adversary Proceeding Number 19-50274;

WHEREAS, on or about March 8, 2019, Earth filed a complaint against CGT and Welded in the Circuit Court of Marshall County, West Virginia, designated as Civil Action No. 19-C-38 (the "Marshall County Case"). On May 14, 2019, the Marshall County Case was removed to this Court and redesignated as Adversary Proceeding Number 19-50275;

WHEREAS, on May 6, 2020 the Court entered the *Scheduling Order* [Adv. Docket No. 18] (the "Scheduling Order"), setting discovery, mediation, and pre-trial deadlines, among other things;

WHEREAS, on May 13, 2020, Earth filed its *Amended Complaint for Limited Purpose to Join Welded Construction, L.P. as Additional Defendant* [Adv. Docket No. 13], joining Welded to the consolidated Adversary Proceedings as a nominal defendant in Earth's lien claims against CGT (the "Lien Claim Adversary Proceedings"), pursuant to paragraph 2 of the Scheduling Order;

WHEREAS, on May 27, 2020, Welded commenced an action against Earth by filing its *Complaint and Objection to Proof of Claim Number 592 Filed by Earth Pipeline Services, Inc.* [Adv. 20-50612 Docket No. 1], alleging breach of contract, avoidable transfers, and setoff, and objecting to proof of claim against Earth (the "Welded Adversary Proceeding");

WHEREAS, pursuant to paragraph 4 of the Scheduling Order, the Lien Claim Adversary Proceedings and the Welded Adversary Proceeding were consolidated for all purposes into Adv. Proc. No. 19-50274 (the "Adversary Proceeding"). Earth did not oppose this consolidation;

WHEREAS, on December 23, 2020 the Court entered the *Amended Scheduling Order* [Adv. Docket No. 54], setting updated discovery, mediation, and pre-trial deadlines, among other things;

WHEREAS, the Parties anticipate exchanging documents in connection with discovery related to the Adversary Proceeding;

WHEREAS, the Parties may provide certain documents and/or information ("Discovery Material") that they believe contains private, confidential, proprietary and/or commercially sensitive information as described below ("Confidential Information");

WHEREAS, the Parties are willing to produce or provide Confidential Information subject to the restrictions provided herein;

WHEREAS, the Parties seek to avoid the waiver of the attorney-client and/or work product protections pursuant to Federal Rule of Evidence 502(d); and

WHEREAS, the Parties have agreed to enter into this Protective Order.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, subject to the approval of the Court (the "Bankruptcy Court"), as follows:

1. As used in this Protective Order, Confidential Information refers to all documents and/or information provided or produced by any of the Parties or a third-party (a "Producing Party") during the course of discovery in the Adversary Proceeding (whether pursuant to informal requests or in response to a document request, interrogatory, deposition, other discovery device or otherwise) that is designated as "Confidential" or "Highly Confidential." These designations will, without more, subject the designated material or information to the provisions of this Protective Order and such Confidential Information will be protected, used and disposed of in accordance with the provisions of this Protective Order. Confidential Information

shall be used solely for purposes of the Adversary Proceeding. Confidential Information shall not be used or disclosed in any other proceeding or for any other purpose, including, but not limited to, any business or commercial purpose.

2. Any Producing Party may designate any Discovery Material as "Confidential" under the terms of this Protective Order if the Producing Party in good faith reasonably believes that the Discovery Material contains confidential, proprietary or commercially sensitive information that requires the protections provided in this Protective Order (hereinafter, the "Confidential Discovery Material"). For purposes of this Protective Order, Discovery Material considered to be Confidential Discovery Material may include, if properly designated, all non-public materials containing or referring to Confidential Information, including, but not limited to: (i) financial or business plans or projections; (ii) proposed strategic transactions and other business combinations, negotiations, inquiries or agreements including, but not limited to, joint ventures, mergers, purchases, buy-outs, consolidations, transfers of interests and partnerships; (iii) trade secrets and proprietary information; (iv) studies or analyses by internal or outside experts or consultants; (v) non-public financial or accounting results or data; (vi) business, management and marketing plans and strategies; (vii) acquisition offers and expressions of interest; and (viii) contracts or agreements with or among affiliates, partners or Parties.

3. Any Producing Party may designate any Confidential Discovery Material as "Highly Confidential" under the terms of this Protective Order if the Producing Party in good faith reasonably believes that disclosure of the Confidential Discovery Material (other than as expressly permitted pursuant to this Protective Order) would harm its or another person's commercial, financial or business interests, or would violate the terms or conditions of a

confidentiality agreement, protective order or similar agreement with a third-party ("Highly Confidential Discovery Material").

4. The designation of material or information as Confidential Discovery Material or Highly Confidential Discovery Material will be made as follows:

(a) With respect to documents or other materials (apart from depositions or other pretrial testimony) by: (i) affixing the legend "Confidential" to each page of Discovery Material containing any Confidential Discovery Material and "Highly Confidential" to each page of Discovery Material containing Highly Confidential Discovery Material; or (ii) in the case of electronically stored information produced in native format, by including "Confidential" or "Highly Confidential" in the file or directory name, or by affixing the legend "Confidential" or "Highly Confidential" to the media containing the Discovery Material (*e.g.*, CD-Rom, DVD, or USB drive).

(b) With respect to information set forth in responses to discovery requests, by affixing the legend "Confidential" or "Highly Confidential" immediately prior to the specific response or responses subject to such designation.

(c) With respect to testimony given during a deposition, by

(1) indicating on the record or in writing at the time the deposition is taken or prior to the preparation of the transcript, those portions of the deposition that contain Confidential Discovery Material or Highly Confidential Discovery Material and instructing the court reporter prior to the preparation of the transcript to indicate on the face page of the deposition that it contains Confidential Discovery Material or Highly Confidential Discovery Material; or

(2) notifying opposing counsel in writing within five (5) business days after the Producing Party's receipt of the transcript of the deposition by page and line number of any portion of the transcript of the deposition that contains Confidential Discovery Material or Highly Confidential Discovery Material.

5. Inadvertent failure to designate Discovery Material as Confidential Discovery Material or Highly Confidential Discovery Material shall not constitute a waiver of such claim and may be corrected. A Producing Party may designate as Confidential or Highly Confidential any Discovery Material that has already been produced, including Discovery Material that the Producing Party inadvertently failed to designate as Confidential or Highly Confidential, by notifying in writing the Party to whom the production has been made that the Discovery Material constitutes Confidential Discovery Material or Highly Confidential Discovery Material. Upon receiving such supplemental notice, the Parties shall thereafter mark and treat the Discovery Material so designated as Confidential Discovery Material or Highly Confidential Discovery Material, as the case may be, and such Discovery Material shall be fully subject to this Stipulation from the date of such supplemental notice forward. The Party receiving such notice shall make a reasonable, good-faith effort to ensure that any analyses, memoranda, notes, or other such materials generated based upon such newly designated information are immediately treated as containing Confidential Discovery Material or Highly Confidential Discovery Material. In addition, upon receiving such supplemental written notice, any Party receiving Confidential Information or Highly Confidential Information that disclosed the Discovery Material before its designation as "Confidential" or "Highly Confidential" shall exercise its best efforts to ensure (i) the return or destruction of such Discovery Material, (ii) that any documents or other materials derived from such Discovery Material are treated as if the

Discovery Material had been designated as "Confidential" or "Highly Confidential" when originally produced, (iii) that such Discovery Material is not further disclosed except in accordance with the terms of this Protective Order, and (iv) that any such Discovery Material, and any information derived therefrom, is used solely by the persons described in paragraphs 6 and 7 of this Protective Order.

6. A Party receiving Confidential Information (hereinafter, a "Receiving Party") will permit access to that Confidential Information only to persons specified in this Protective Order. Confidential Discovery Material may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part by a Receiving Party only to the following persons:

(a) Outside counsel, including counsel to the reorganized debtors, Welded Construction, L.P. and Welded Construction Michigan, LLC (the "Post-Effective Date Debtors' Counsel") appointed in the above-captioned main bankruptcy cases [*see* Docket No. 1505], or in-house counsel who represent any Party in the Adversary Proceeding, as well as stenographic, clerical, and legal assistant employees, and agents of those attorneys whose functions require access to Confidential Discovery Material;

(b) Any person indicated on the face of a document to be the author, addressee, or an actual or intended recipient of the document;

(c) Outside experts or consultants for the Receiving Party whose advice and consultation are being or will be used by the Receiving Party in connection with the Adversary Proceeding, including their clerical personnel; provided that counsel desiring to disclose Confidential Discovery Material to such experts or consultants and their clerical personnel shall first obtain a signed *Agreement to Abide by the Protective Order* (the "Agreement

to Abide by the Protective Order") in the form of **Exhibit A** attached hereto from each such expert or consultant and each of his/her personnel who would require access to Confidential Discovery Material, and counsel shall retain in his/her file an original or copy of each such signed Agreement to Abide by the Protective Order;

(d) The Court and its authorized staff, including official and freelance court reporters and videotape operators hired by any Party, *provided, however*, that Confidential Information filed with the Court must be filed under seal pursuant to Del. Bankr. L.R. 9018-1 and as provided in paragraph 11, *infra*;

(e) Cullen D. Speckhart as the Plan Administrator appointed in the above-captioned main bankruptcy cases [*see* Docket No. 1505], as well as officers, directors, employees or members of any Party who are assisting the Party's attorneys with matters in the Adversary Proceeding;

(f) To the extent not otherwise covered by this paragraph 7, any potential witness or deponent (and counsel of such witness or deponent), during the course of, or to the extent necessary for, preparation for deposition or testimony relating to matters in the Adversary Proceeding. Except when the Confidential Discovery Material is first exhibited at a deposition or trial to such person (in which case counsel shall use its best efforts to obtain such person's oral assent to the terms of this Protective Order, followed by obtaining a signed Agreement to Abide by the Protective Order in the form of **Exhibit A** attached hereto as soon thereafter as practicable), counsel desiring to disclose Confidential Discovery Material to such persons shall first obtain a signed Agreement to Abide by the Protective Order in the form of **Exhibit A** attached hereto (counsel for the Receiving Party shall retain a copy of each executed Agreement to Abide by the Protective Order);

(g) Any other person upon agreement of the Parties, provided that such person shall first execute the Agreement to Abide by the Protective Order in the form of **Exhibit A** attached hereto; and

(l) Any other person, only upon order of the Court.

7. Highly Confidential Discovery Material may be disclosed, summarized, described, characterized or otherwise communicated or made available in whole or in part by a Receiving Party only to the following persons:

(a) Outside counsel, including the Post-Effective Date Debtors' Counsel, who represents any Party in the Adversary Proceeding, as well as stenographic, clerical, and legal assistant employees, and agents of those attorneys whose functions require access to Highly Confidential Discovery Material;

(b) Any person indicated on the face of a document to be the author, addressee, or an actual or intended recipient of the document;

(c) Outside experts or consultants for the Receiving Party whose advice and consultation are being or will be used by the Receiving Party solely in the Adversary Proceeding, including their clerical personnel; provided that counsel desiring to disclose Highly Confidential Discovery Material to such experts or consultants and their clerical personnel shall first obtain a signed Agreement to Abide by the Protective Order in the form of **Exhibit A** attached hereto from each such expert or consultant and each of his/her personnel who would require access to Highly Confidential Discovery Material, and counsel shall retain in his/her file an original or copy of each such signed Agreement to Abide by the Protective Order;

(d) The Court and its authorized staff, including official and freelance court reporters and videotape operators hired by any Party, *provided*, *however*, that Confidential

Information filed with the Court must be filed under seal pursuant to Del. Bankr. L.R. 9018-1 and as provided in paragraph 11, *infra*;

(e) Any other person upon agreement of the Parties, provided that such person shall first execute the Agreement to Abide by the Protective Order in the form of **Exhibit A** attached hereto; and

(f) Any other person, only upon order of the Court.

8. The Parties shall use the Confidential Information only for the prosecution, defense or settlement of matters in the Adversary Proceeding. Confidential Information shall not be made public by any Party, shall be used only by persons permitted access to it under paragraphs 6 and 7, and shall be disclosed only to persons specified in paragraphs 7 and 8.

9. Nothing herein shall restrict the manner in which the Producing Party may use or disclose its own Confidential Information. However, if any Confidential Information is either made publicly available, or disclosed to a third party who is not subject to a confidentiality obligation or protective order, by the Producing Party, then such Confidential Information shall no longer be considered Confidential Information under this Protective Order.

10. The Bankruptcy Court's entry of an order approving this Protective Order shall constitute authority pursuant to Del. Bankr. L.R. 9018-1(d) and (e) for the Parties to file future documents under seal without the necessity of filing a separate motion. If Confidential Information is to be filed with the Bankruptcy Court, then it shall be filed in accordance with Del. Bankr. L.R. 9018-1(d) and CM/ECF procedures.

11. Confidential Information only may be used in any motion, response, objection or other pleading, at any hearing, and at depositions, and only may be offered in

evidence at any motion, hearing, and at depositions, related to matters in the Adversary Proceeding, and subject to this Protective Order and to any further Order regarding confidentiality as this Court, or any other court of competent jurisdiction may enter, and may be used to prepare for and conduct discovery, to prepare for a hearing and to support or oppose any motion related to matters in the Adversary Proceeding, all subject to paragraphs 6 and 7, but may not be used for any other purpose except as expressly provided herein or by further order of the Court.

12. Nothing in this Protective Order shall require disclosure of information that is protected from disclosure by the attorney-client privilege, work-product immunity, or any other legally cognizable privilege (collectively, "Privileged Information"). If information subject to a claim of attorney-client privilege, work product immunity, or any other applicable privilege is produced, such production shall in no way prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of privilege or work-product immunity for such information or any other information that may be protected from disclosure by the attorney-client privilege, the work-product immunity, or any other applicable privilege. If a Party has inadvertently or mistakenly produced a document subject to a claim of immunity or privilege, upon request by the Producing Party within five (5) business days of actual notice of such inadvertent or mistaken production, the document for which a claim of inadvertent production is made shall be returned within five (5) business days of such request and all copies of that document that may have been made shall be destroyed to the extent reasonably practicable, and the Receiving Party shall not use such information for any purpose other than in connection with a motion to compel. Mere production of documents protected by the attorney client privilege or work product protection is insufficient to trigger the timing requirement for requesting destruction of such

documents. In the event that the Producing Party requests destruction of such documents, the Receiving Party shall provide written certification of compliance within thirty (30) days of such written request.

13. The Party returning material described in the preceding paragraph may then move the Court for an order compelling production of the material, but that motion shall not assert as a ground for entering such an order the fact or circumstance of the inadvertent production. The parties intend for this agreement to avoid retrospective analysis of the reasonableness of the efforts taken to avoid the production of privileged or protected materials.

14. When a Party who receives documents which appear to be protected by the attorney-client privilege or work product protection becomes aware of such, the Party shall promptly notify the Producing Party of such inadvertent production and shall take reasonable steps to avoid further disclosure of such documents. A Party shall be entitled to rely on these non-waiver provisions regardless of when the inadvertent production is discovered and regardless of who discovers the inadvertent production.

15. This Protective Order shall not prevent any Party from applying to the Court for relief therefrom, or from applying to the Court for further or additional protective orders.

16. Nothing in this Protective Order shall prevent any Party from producing documents in his, her, or its possession to another person in response to a subpoena, discovery request, or other compulsory process, where required by regulation, law or prior contractual agreement. However, when possible, at least ten (10) days written notice before production or other disclosure shall be given to the Producing Party before any production is made. In no event shall production or other disclosure be made before reasonable notice is given.

17. If any Party to this Protective Order objects to the designation of any documents or information as "Confidential" or "Highly Confidential," then the Party shall first state the objection in writing to the designating Party. The Parties agree to confer in good faith to attempt to resolve any dispute regarding any such designation. If the Parties are unable to resolve such dispute, the Receiving Party may seek appropriate relief from the Court; *provided, however*, that all documents and/or information to which an objection is made shall be treated as Confidential Information by the Parties until such objection is resolved. Each Party hereby agrees that it will not contest a Party's request for expedited consideration for such relief.

18. In the event that any Party appeals from any decision of the trial court relating to matters in the Adversary Proceeding, the Parties hereto agree to file a joint application to the appropriate appellate court, within ten (10) business days of the filing of the notice of appeal, to maintain under seal the documents filed with the trial court that contain or disclose Confidential Information. The provisions of this paragraph may be waived only with the written consent of the Producing Party.

19. Except as otherwise provided in this Protective Order, in the event that any Confidential Information is used in any court proceeding relating to matters in the Adversary Proceeding, that Confidential Information shall not lose its status as Confidential Information through such use.

20. This Protective Order shall survive the termination of the Adversary Proceeding, whether by order, final judgment, settlement or otherwise, and shall continue in full force and effect.

21. After final disposition of all of the Adversary Proceeding, counsel for the Receiving Party may retain archival copies of deposition exhibits, Court exhibits, documents and

other materials submitted to the Court, deposition transcripts and transcripts of court proceedings, one copy or sample of the Confidential Information produced by opposing counsel, and any summaries, notes, abstracts or compilations of Confidential Information, solely for reference in the event of a dispute over the use or dissemination of information. Such material shall continue to be treated as Confidential Information under this Protective Order. After final disposition of all of the Adversary Proceeding, counsel for the Receiving Party promptly either shall return all additional Confidential Information in his/her possession, custody or control or in the custody of any authorized agents, outside experts and consultants retained or utilized by counsel for the Receiving Party to counsel for the Producing Party who has provided such Confidential Information in discovery or shall certify destruction thereof to such counsel. As to Confidential Information reflected in computer databases or backup tapes, the Receiving Party promptly shall delete all such Confidential Information or shall impose passwords or designate the information in a manner reasonably calculated to prevent unauthorized access to the Confidential Information. Counsel for the Receiving Party shall inform any other person identified in Paragraphs 6 and 7 who received Confidential Information from the Receiving Party of its obligation to return any such Confidential Information as provided for herein or certify destruction thereof to counsel for the Producing Party.

22. If a third-party provides discovery in connection with the Adversary Proceeding, and if the Parties to this Protective Order agree that the third-party may become a party hereto and the third-party signs a copy of this Protective Order, then the provisions of this Protective Order shall apply to such discovery as if such discovery were being provided by a Party. Under these circumstances, the third party shall have the same rights and obligations under this Protective Order as a Party.

23. This Protective Order shall not affect the merits of any motion, objection, pleading or request for discovery in the Adversary Proceeding, including the merits of any request for discovery (or opposition thereto) under Del. Bankr. L.R. 7026. No Party's entry into this Protective Order shall waive or in any way prejudice that Party's right to contest discovery that is served on that Party, or shall be deemed in any way as consent to any request for discovery. The Parties' rights to propound, object to, or otherwise contest a request for discovery are unaffected by this Protective Order and are hereby reserved.

24. No modification of this Protective Order shall be binding or enforceable unless in writing and signed by the Parties.

25. This Protective Order may be executed in one or more counterparts, including by facsimile, each of which will be deemed an original, but all of which together constitute one and the same instrument.

26. Other Proceedings. By entering this order and limiting the disclosure of information in this case, the Court does not intend to preclude another court from finding that information may be relevant and subject to disclosure in another case. Any person or party subject to this order who becomes subject to a motion to disclose another party's information designated "confidential" pursuant to this order shall promptly notify that party of the motion so that the party may have an opportunity to appear and be heard on whether that information should be disclosed.

[Signature Page Follows]

Dated: March 5, 2021
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Kevin A. Guerke

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EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re: WELDED CONSTRUCTION, L.P., et al.,[2] Debtors.	Chapter 11 Case No. 18-12378 (CSS) (Jointly Administered)
EARTH PIPELINE SERVICES, INC., Plaintiff, v. COLUMBIA GAS TRANSMISSION, LLC, WELDED CONSTRUCTION, L.P., Defendants.	 Adv. Pro. No. 19-50274 (CSS) Adv. Pro. No. 19-50275 (CSS) (Consolidated)
WELDED CONSTRUCTION, L.P., Plaintiff, v. EARTH PIPELINE SERVICES, INC. Defendants.	 Adv. Proc. No. 20-50612 (CSS) (Consolidated)

AGREEMENT TO ABIDE BY AGREED CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

I have read the *Agreed Confidentiality Stipulation and Protective Order* (the "Protective Order") applicable to the above-captioned consolidated adversary proceeding. I understand the Protective Order's terms and agree to be fully bound by them, and hereby submit to the jurisdiction of the United States Bankruptcy Court for the District of Delaware for purposes of the Protective Order's enforcement. I understand, in particular, that any Confidential

[2] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Welded Construction, L.P. (5008) and Welded Construction Michigan, LLC (9830). The mailing address for each of the Debtors is P.O. Box 470, Perrysburg, OH 43552-0470.

Information, and any copies, excerpts or summaries thereof and materials containing Confidential Information derived therefrom, as well as any knowledge or information derived from any of these items, may be used only for purposes of the Bankruptcy Cases and may not be used for any other purpose, including, without limitation, any business or commercial purpose.

I further understand that failure to abide fully by the terms of the Protective Order may result in legal action against me, such as for contempt of court and liability for monetary damages.

Dated:_____ Agreed:_____