Docket #0469 Date Filed: 5/29/2025

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,	Case No. 18-12378 (LSS)
Debtors.	(Jointly Administered)
WELDED CONSTRUCTION, L.P.,	
Plaintiff,	
vs.	Adv. Pro. No. 19-50194 (LSS)
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	
Defendants.	**Related to Adv. D.I. No. 457**

TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC'S MOTION FOR ORDER APPROVING APPEAL BOND AND STAY OF EXECUTION PENDING APPEAL

Defendant Transcontinental Gas Pipe Line Company, LLC ("Transco"), through undersigned counsel, files this motion (the "Motion") for order approving appeal bond and stay of execution pending appeal pursuant to Rules 7062 and 8007(a)(1) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and states:

1. On or about May 8, 2025, the Court entered the final judgment in favor of Welded and against Transco in the amount of $102,290,536.65 (the "Final Judgment") [Adv. D.I. 457]. Transco timely noted its appeal on February 18, 2025 when it filed its Notice of Appeal [Adv. D.I. 443] following entry of the Court's February 4, 2025 Opinion [*See* Adv. D.I. 442] in favor of

Welded and against Transco in the principal amount of $44,632,308, representing a portion of Welded's unpaid invoiced amounts for the ASR Project, plus prejudgment interest of 1% per month and penalty interest of 1% per month per CASPA from April 13, 2019 to May 8, 2025. The Final Judgment provided an aggregate judgment in Welded's favor in the monetary amount of $102,290,536.65, excluding costs and fees to be determined at a later date and post-judgment interest to be calculated pursuant to 28 U.S.C. § 1961.

2. Welded filed a Notice of Appeal of the Final Judgment on May 22, 2025 [Adv. D.I. 462], relating to the determination of post-judgment interest and penalties.

3. Annexed to **Exhibit A** (the "Proposed Order") attached herein is a copy of Transco's appeal bond in the amount of $122,748,644.00, conditioned on the satisfaction in full of the judgment as may be modified, together with interest, as the United States District Court for the District of Delaware (the "District Court") or other appellate court may adjudge and award (the "Appeal Bond"). A copy of the Appeal Bond has been provided to Welded's counsel, and Welded's counsel has consented to the Appeal Bond in form and amount. The original Appeal Bond is in the possession of Transco's Delaware counsel.

4. Pursuant to Rule 62(b) of the Federal Rules of Civil Procedure, made applicable to adversary proceedings by Rule 7062 of the Bankruptcy Rules, Transco respectfully requests the Court approve the Appeal Bond and stay the above-referenced adversary proceeding and execution of the Final Judgment pending resolution of Transco's appeal.

5. A party taking an appeal from federal court is entitled to a stay of money judgment as a matter of right if the party provides security in accordance with Rule 62 of the Federal Rules of Civil Procedure. Rule 62(b) of the Federal Rules of Civil Procedure provides, "At any time after judgment is entered, a party may obtain a stay by providing a bond or other security. The stay takes

effect when the court approves the bond or other security and remains in effect for the time specified in the bond or other security." An appellant may utilize Rule 62(b) to stay enforcement of a money judgment entered against it by posting a sufficient supersedeas bond. *American Mfrs. Mut. Ins. Co. v. American Broadcasting-Paramount Theatres, Inc.,* 87 S.Ct. 1, 3 (1966); *McCourt v. Singers-Bigger,* 150 F. 102, 104-5 (8th Cir. 1906); *Herbert v. Exxon Corp.*, 953 F.2d 936, 938 (5th Cir. 1992); *VICI Racing, LLC v. T-Mobile USA, Inc*., 921 F. Supp. 2d 317, 335 (D. Del. 2013).

6. Rule 7062 of the Bankruptcy Rules provides that "Fed. R. Civ. P. 62 applies in an adversary proceeding. . . " and thus "[t]he posting of a supersedeas bond under Rule 7062[] in an amount approved by the court gives the judgment debtor an absolute right to a stay pending appeal." *In re Byrd*, 172 B.R. 970, 973–74 (Bankr. W.D. Wash. 1994) (citing *In re Swift Aire Lines, Inc.,* 21 B.R. 12 (Bankr. 9th Cir. 1982)); *see also Broege, Neumann, Fishcer & Shaver, L.L.C. v. Palone*, 2012 WL 214529, at *2 (D.N.J. Jan. 24, 2012) ("Federal Rule of Civil Procedure 62(d) expressly provides that '[i]f an appeal is taken, the appellant may obtain a stay by supersedeas bond,' and that rule is applicable to adversary proceedings in bankruptcy court." (citing Federal Rule of Bankruptcy Procedure 7062)); *In re Greene*, No. 09-33312, 2011 WL 2112410, at *1–2 (Bankr. E.D. Tenn. May 26, 2011).[1] Further, "[a]fter the entry of the judgment, the defendant may provide a bond or other security at any time. Enforcement of the judgment is stayed upon the court's approval of the bond or security provided." *Drivetrain, LLC v. DDE Partners, LLC*, 2024 WL 740290, at *4 (Bankr. D. Del. Feb. 22, 2024) (citing Fed. R. Civ. P. 62(b)); *see In re Greene*, 2011 WL 2112410, at *1–2. The function of the court is limited to determining whether the conditions and amount of the bond are sufficient to secure the appellee

[1] Amendments to Federal Rule of Civil Procedure 62 in 2018 "provide[d] that 62(b) 'carries forward in modified form the supersedeas bond provisions of Former Rule 62(d)." *Sandoz Inc. v. United Theraputics Corp.*, 2024 WL 5003130, at *1 (D.N.J. Dec. 6, 2024).

from loss resulting from the stayed execution of the appealed judgment where a timely supersedeas bond has been posted. *See In re Federal Facilities Realty Trust,* 227 F.2d 651, 655 (7th Cir. 1955); *Palone*, 2012 WL 214529, at *2 (holding that, since "the appellant 'is entitled to a stay of a money judgment as a matter of right if he posts a bond in accordance with Fed.R.Civ.P. 62(d)," the Bankruptcy Judge, "as a matter of law . . . lacked discretion to deny Appellants' request to file a bond pending appeal.").

7. Transco thus is entitled to a stay of execution of the Final Judgment pending appeal pursuant to Rule 7062 of the Bankruptcy Rules and Fed. R. Civ. P. 62 with the Court's approval of the sufficiency of the Appeal Bond. Welded has been provided a copy and consented to the form and amount of the Appeal Bond, and the conditions and amount of the Appeal Bond are sufficient to secure Welded from any potential loss resulting from a stay of execution of the Final Judgment. The judgment involved is monetary, and satisfaction of judgment, as may or may not be modified, is guaranteed, and the amount of the Appeal Bond is 120% of the monetary award to Welded, which is sufficient to protect Welded's ability to collect on the judgment. *See Drivetrain* 2024 WL 740290, at *5 ("[T]he Court does not [] require the posting of a bond in an amount exceeding 120 percent of the judgment.").

8. Notwithstanding Welded's approval of the Appeal Bond, the parties have been unable to reach agreement regarding the effect of approval of this Motion. Welded maintains that the stay would not prevent Welded from recording, registering or domesticating the Final Judgment against the real property interests of Transco. Transco maintains that such action constitutes enforcement of the judgment in contravention of Rule 62(a) of the Federal Rules of Civil Procedure,[2] and is a violation of 28 U.S.C.A. § 1963, which provides that registration of judgments

[2] Rule 64(a) by its language prevents a party from "executi[ng] on a judgment" and pursuing "proceedings to enforce it." It is indisputable that registering a judgment is an essential part of execution. *See Associated Bus. Tel. Sys. Corp.*

for enforcement in other districts may only occur "when the judgment has become final by appeal or expiration of the time for appeal" or by court order for good cause shown. The Appeal Bond provides sufficient security and does not entail encumbering the real estate of third-party property owners. Recordation or registration of the judgment against Transco's pipeline assets will encumber the property interests of third party land owners who have granted an easement to Transco, and potentially affect their ability to convey property interests without resolving the judgment lien. The Appeal Bond in the amount of 120% of the Final Judgment sufficiently protects Welded without the need to record or register the judgment and thus the stay should extend to prevent Welded from registering the Final Judgment in another district. *See In re Williams Sec. Litig.*, No. 02-CV-72-SPF-FHM, 2008 WL 11432101, at *2 (N.D. Okla. Aug. 5, 2008) (concluding that the posting of a supersedeas bond indicates that good cause does not exist for an order permitting defendants to register the judgment); *Cheminova A/S v. Griffin L.L.C.*, 182 F. Supp. 2d 68, 80 (D.D.C. 2002) ("[P]ermission to register [a judgment] should be deferred until after a judgment debtor refuses or fails to post a supersedeas bond.").

WHEREFORE, Transco respectfully requests the Court approve the Appeal Bond and enter an order, substantially in the form of the Proposed Order attached herein as **Exhibit A**, staying the above-referenced adversary proceeding and execution on or proceedings to enforce, including the recordation, registration or domestication of, the Final Judgment pending resolution of Transco's appeal, and grant such other and further relief as the Court deems equitable and proper.

v. Greater Cap. Corp., 128 F.R.D. 63, n. 3 (D.N.J. 1989). Thus Welded would seek to violate the stay afforded to Transco by the posting of the Appeal Bond by registering or recording the Final Judgment in another district.

Dated: May 29, 2025

SAUL EWING LLP

By: */s/ Lucian B. Murley*

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Counsel for Defendants The Williams Companies, Inc., Williams Partners Operating LLC, and Transcontinental Gas Pipe Line Company, LLC

EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,	Case No. 18-12378 (LSS)
Debtors.	(Jointly Administered)
WELDED CONSTRUCTION, L.P.,	
Plaintiff,	
vs.	Adv. Pro. No. 19-50194 (LSS)
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	
Defendants.	**Related to Adv. D.I. No. _____**

ORDER APPROVING APPEAL BOND AND
STAY OF EXECUTION PENDING APPEAL

Upon consideration of Defendant Transcontinental Gas Pipe Line Company, LLC's ("Transco") motion (the "Motion") for order approving appeal bond and stay of execution pending appeal pursuant to Rules 7062 and 8007(a)(1) of the Federal Rules of Bankruptcy Procedure it is

HEREBY ORDERED THAT:

1. The Motion is approved.

2. The appeal bond annexed hereto as **Exhibit 1** conditioned on the satisfaction in full of the judgment as may be modified, together with interest, as the United States District Court for the District of Delaware and other appellate court may adjudge and award is hereby approved.

3. Execution on or proceedings to enforce, including the recordation, registration or domestication of, the Court's final judgment in favor of Welded and against Transco in the amount of $102,290,536.65 entered on or about May 8, 2025 (the "Final Judgment") is hereby stayed through the pendency of the appeal process commenced on February 18, 2025 when Transco filed its Notice of Appeal [Adv. D.I. 443] following entry of the Court's February 4, 2025 Opinion [*See* Adv. D.I. 0442] in favor of Welded and against Transco in the principal amount of $44,632,308, representing a portion of Welded's unpaid invoiced amounts for the ASR Project, plus prejudgment interest of 1% per month and penalty interest of 1% per month per CASPA from April 13, 2019.

Exhibit 1

Appeal Bond

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,	)	Case No. 18-12378 (LSS)
Debtors.	)	(Jointly Administered)
WELDED CONSTRUCTION, L.P.,	)	
Plaintiff,	)	
vs.	)	Adv. Pro. No. 19-50194 (LSS)
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	)	
Defendants.	)	

Surety's Bond No.: 022241686

APPEAL BOND

KNOW ALL BY THESE PRESENTS, that **Liberty Mutual Insurance Company** a corporation organized and existing under and by virtue of the laws of the State of **Massachusetts**, having a mailing address of **175 Berkeley Street, Boston, MA 02116** (the "Surety Company"), duly authorized to execute a surety bond in the amount and subject to the conditions herein provided, are separately and severally held and firmly bound as sureties unto Welded Construction, L.P. ("Welded") in the above-captioned action (the "Action"), pending before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in the sum of One Hundred Twenty-Two Million Seven Hundred Forty-Eight Thousand, Six Hundred Forty-Four Dollars ($122,748,644.00), to be paid to Welded and its administrators, executors, successors, attorneys or

assigns, to which payment well and truly to be made the Surety Company binds itself, its successors and assigns firmly by these presents. In no event, however, shall the Surety Company's obligation under this bond exceed the maximum aggregate sum of $122,748,644.00. Signed and sealed with the corporate seal of said Surety Company this **28th day of May, 2025.**

WHEREAS, in the Action, the Bankruptcy Court entered a Final Judgment in favor of Welded and against Defendant Transcontinental Gas Pipe Line Company, LLC ("Transco") in the amount of $102,290,536.65, from which judgment Transco intends to appeal to the United States District Court for the District of Delaware (the "District Court");

WHEREAS, the Final Judgment and this Appeal Bond does not cover the Court's award of attorneys' fees and expenses, which will be quantified in a separate judgment order.

NOW, THEREFORE, the condition on this obligation is such that if Transco shall prosecute its appeal to effect and: (i) Transco shall satisfy the judgment in full together with costs, interest, and damages if for any reason the appeal is dismissed or if the judgment is affirmed; (ii) Transco shall satisfy in full such judgment as modified and such costs, interest, and damages as the District Court, other appellate court, or Bankruptcy Court may adjudge and award; or (iii) the Final Judgment is reversed or the Action is remanded to the Bankruptcy Court for further proceedings, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety Company hereby submits itself to the jurisdiction of the Bankruptcy Court and irrevocably appoints **Corporation Service Company** at **251 Little Falls Drive, Wilmington, DE 19808** as its agent upon whom any notice or papers affecting its liability on this bond may be served (the "Agent"), and agrees that its liability on this bond, which liability shall not exceed the sum set forth above, may be enforced on motion without the necessity of an independent action and that such motion, with such notice thereof as the Bankruptcy Court may prescribe, may be served upon

the Agent at such address, who shall forthwith mail a copy to the Surety Company at the following address:

175 Berkeley Street, Boston, MA 02116

Liberty Mutual Insurance Company

By: **Jeffrey M. Wilson**
Attorney-in-Fact

Surety Company is hereby approved, pursuant to Federal Rule of Civil Procedure 62 as made applicable by Federal Rule of Bankruptcy Procedure 7062, as sureties on this bond, and the form and sufficiency of the bond are also hereby approved.

APPROVED BY THE COURT this _____ day of _____, 2025.

_____

ACKNOWLEDGEMENT BY SURETY

STATE OF **ALABAMA**
COUNTY OF **JEFFERSON**

On this **28th** day of **May**, 2025, before me, **Donna Jane Austin**, a Notary Public, within and for said County and State, personally appeared **Jeffrey M. Wilson** to me personally known to be the Attorney-in-Fact of and for **Liberty Mutual Insurance Company** and acknowledged that s/he executed the said instrument as the free act and deed of said **Jeffrey M. Wilson**.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the day and year in this certificate first above written.

Notary Public in the State of **Alabama**
County of **Jefferson**



Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213597-016032**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards, II; Richard H. Mitchell; Robert R. Freel; Samuel F. Audia, III; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 3rd day of April, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of May 2025

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
WELDED CONSTRUCTION, L.P., *et al.*,	)	Case No. 18-12378 (LSS)
Debtors.	)	(Jointly Administered)
WELDED CONSTRUCTION, L.P.,	)	
Plaintiff,	)	
vs.	)	Adv. Pro. No. 19-50194 (LSS)
THE WILLIAMS COMPANIES, INC., WILLIAMS PARTNERS OPERATING LLC, and TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC,	)	
Defendants.	)	

CERTIFICATE OF SERVICE

I, Lucian Murley, Esquire, hereby certify that on May 29, 2025, a copy of *Transcontinental Gas Pipe Line Company, LLC's Motion for Order Approving Appeal Bond and Stay of Execution Pending Appeal* was served through the Court's CM/ECF system upon all registered electronic filers appearing in this case and via Electronic Mail on the parties on the attached service list.

SAUL EWING LLP

By: */s/ Lucian Murley*
Lucian Murley (DE Bar No. 4892)
1201 North Market Street, Suite 2300
P. O. Box 1266
Wilmington, DE 19801-1266
(302) 421-6898

Dated: May 29, 2025

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